MINNEAPOLIS PUBLIC HOUSING AUTHORITY

# Summary of Proposed Changes to the Statement of Policies for 2027

## Changes Underlined; Italicized from the Lease

**Definitions:**

**ADJUSTED INCOME**: **ADJUSTED INCOME**: Annual Income of Tenant Family less the following deductions, determined in accordance with HUD regulations (24 CFR §5.609):

A. ~~$480~~ The amount as determined annually by HUD for each dependent*

B. ~~$400~~ The amount as determined annually by HUD for an Elderly or Disabled Family*

C. Medical Deduction: The sum of the following, to the extent the sum exceeds ~~ten percent of annual income~~ the percentage of annual income as determined by HUD*

* Certain policy and compliance updates required under the Housing Opportunity Through Modernization Act (HOTMA) cannot be fully implemented until the Housing Authority's software system supports the required HUD Form 50058 and all necessary 50058 functionality is available. Accordingly, implementation of the following HOTMA provisions will be deferred until the Housing Authority is able to accurately process and submit compliant Form HUD-50058 records:

1. Updated household deductions
2. Updated medical expense threshold
3. Updated asset limits

**ANNUAL INCOME (24 CFR 5.609):**

B. Annual income does not include the following:

29. In kind donations received from a food bank or similar organization

**ASSETS**: Where the Tenant Family has Net Family Assets (see below) in excess of ~~$50,000,~~ the amount as determined annually by HUD, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD.

**CHILD CARE DEDUCTION HARDSHIP**: Hardship exemption for families who are unable to pay rent once they are no longer eligible for the childcare deduction. Family can appeal to continue to take the deduction for a period of 90 days or until the hardship no longer exists, whichever comes first.

a) At the end of the 90 days, MPHA is required to determine whether the hardship still exists. If the hardship still exists, the site may continue to renew the exemption in 90-day intervals.

~~***GUEST:*** *A person temporarily staying in the Unit or is on the Premises with the consent of a Tenant or other member of the household who has the express or implied authority to so consent on behalf of the Tenant*. A Guest who is on home confinement - also called house arrest or home detention - may not stay in the Unit.~~

**MEDICAL EXPENSE – HEALTH, MEDICAL and DISABILITY HARDSHIP**: Households who are qualified to deduct disability or medical expenses can request a hardship, so the income threshold is reduced to 5% for a 90-day period.

**Requirements for Admission:**

**B. eligibility:**

5, not have assets (as defined in § 5.603) exceeding ~~$100,000~~ the amount determined by HUD

**Reexamination of Tenant eligibility status**

A decrease in Rent resulting from an interim reexamination is effective on the first day of the month following the date the decrease was reported and when Tenant is unable to report a loss of income through no fault of their own. When delays in verification are a direct result of the tenant's lack of cooperation or unavailability, the Rent will decrease the first of the month following the receipt of verification.

**Appendix A: Sales and Service Charge Schedule**

CC. All other charges shall be made on the basis of material plus labor utilizing the following prevailing hourly labor rates, or actual fee charged by vendor.

2. Service and Maintenance Specialist………………$25.00/hour ($30.00)

Charge for not removing a door sock after initial warning……………….$20.00

**English**

This information is important, if you do not understand it, please call your MPHA representative, for free language assistance

**Hmong**

Yog koj tsi to taub txog cov nqi lust seem ceeb no, thov hu mus rau ntawm tsev luam qhov chaw ua hauj lwm MPHA peb yuav pab ntxhais rau nej

**Somali**

Halkan waxaa ku qoran war ama akhbaar aad u muhim ah, haddii aad fahmi kari weydo, fadlan ula tag wakiilka hay'adda MPHA, si aad tarjumaad bilaash ah uga hesho.

**Oromo**

Beeksifni kun hedduu barbaachisaa dha. Yaadni isaa hoo isiniif hin galle ta'e, bakka bu'aa "MPHA" (Bulchiinsa Mana Mootummaa Magaalaa Minneapolis) akka afaan isiniif hiikamu gargaarsa tolaa gaafadhaa.

Amharic (Ethiopian)

ይህ መረጃ በጣም አስፈላጊ ነው። ምን እንደሚል የማይገባዎ ከሆነ፣ ከየ MPHA (የሚኒያፖሊስ የመንግስት የመኖሪያ ቤቶች ባለስልጣን) ወኪል ጋር ተገናኝተው በነጻ የሚሰጥ የቋንቋ[ማስተርጎም] እርዳታ እንዲሰጥዎ ይጠይቁ።

**Laotian**

ຖ້າຫາກວ່າທ່ານບໍ່ເຂົ້າໃຈໃນຂໍ້ຄວາມສຳຄັນນີ້, ທ່ານຕ້ອງໂທໄປຫາທັງ ຫ້ອງການເຮືອນຫລວງ MPHA ພວກເຮົາຈະຊ່ວຍອະທິບາຍໃຫ້ທ່ານ.

**Spanish**

**Esta información es importante , si usted no lo entienda, por favor póngase en contacto con MPHA para asistencia lingüística gratuita.**

If you need language assistance, reasonable accommodation, or alternative format for any aspect of this process, or if you need this notice in an alternative format, please contact 612-342-1225. Hearing-impaired individuals needing accommodation may call TDD/TTY Minnesota Relay at 1-800-627-3529.

LOW-INCOME PUBLIC HOUSING
STATEMENT OF POLICIES
~~2026~~2027

Approved by the MPHA Board of Commissioners:

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## INTRODUCTION: PURPOSE AND NON-DISCRIMINATION STATEMENT

1. **PURPOSE**: The purpose of this policy is to assist Minneapolis Public Housing Authority (MPHA) in administering its low-income public housing programs. MPHA's goal is to comply with all applicable laws, regulations, and ordinances (laws). If any part of the Statement of Policies (SOP) including Appendices is not in compliance with applicable laws, the law will prevail over the SOP.
2. **NON- DISCRIMINATION STATEMENT**: MPHA will not discriminate against any applicant or Tenant because of race, color, creed, religion, national origin, ancestry, familial status, sex, sexual orientation, gender identity, status with regard to public assistance, veteran status, marital status, disability, age, political or other affiliation provided such persons are otherwise eligible for admission or continued occupancy. MPHA will not retaliate against a person who claims discrimination.
3. MPHA will comply with its Reasonable Accommodation Policy and applicable law and regulation regarding reasonable accommodations.
4. A person may file a complaint of discrimination with:
   A. MPHA
      Attention: Executive Director
      1001 Washington Avenue North Minneapolis, MN 55401

B. Minneapolis Civil Rights Department Room, 239 City Hall,
350 South Fifth Street
Minneapolis, MN 55415;

C. Minnesota Department of Human Rights
190 East 5th Street Suite 700
St. Paul, MN 55101

D. U.S. Department of Housing and Urban Development, Area office
920 South Second Street, Suite 300
Minneapolis, MN 55401
or online via the HUD portal:
https://portal.hud.gov/hudportal/HUD?src=program_offices/fair_housing_equal_opp/online-complaint.

5. The filing of a complaint with MPHA does not prevent the subsequent filing of a complaint with another government agency.

## DEFINITIONS

1. **ADJUSTED INCOME**: Annual Income of Tenant Family less the following deductions, determined in accordance with HUD regulations (24 CFR §5.609):

~~A. $480 for each Dependent or~~The amount as determined annually by HUD for each dependent*~~;~~

A.

B. ~~$525 or T~~The amount as determined by HUD for an Elderly or Disabled Family~~;~~*

C. The sum of the following, to the extent the sum exceeds ~~ten percent of annual income~~the percentage of annual income as determined by HUD* ~~(hardship provisions available until December 31, 2025):~~

1) Unreimbursed medical expenses of any elderly family or disabled family;

2) Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member of the family who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care of auxiliary apparatus; and

D. Any reasonable childcare expenses necessary to enable a member of the family to be employed or to further his or her education.

* Certain policy and compliance updates required under the Housing Opportunity Through Modernization Act (HOTMA) cannot be fully implemented until the Housing Authority's software system supports the required HUD Form 50058 and all necessary 50058 functionality is available. Accordingly, implementation of the following HOTMA provisions will be deferred until the Housing Authority is able to accurately process and submit compliant Form HUD-50058 records:

1. Updated household deductions
2. Updated medical expense threshold
3. Updated asset limits

~~D.~~E.

2. **AFFILIATED INDIVIDUAL:** See definition in the Violence Against Women Act Policy.

3. **ALLOWANCES**: Amounts added to or deducted from the household's annual income in determining adjusted annual income.

4. **ANNUAL INCOME (24 CFR 5.609)**:

   A. Annual income includes, with respect to the family:

      1) All amounts, not specifically excluded in paragraph (B) of this section, received from all sources by each member of the family who is 18 years of age or older or is the head of household or spouse of the head of household, plus unearned income by or on behalf of each dependent who is under 18 years of age, and

      2) When the value of net family assets exceeds $50,000 (which amount HUD will adjust annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and the actual returns from a given asset cannot be calculated, imputed returns on the asset based on the current passbook savings rate, as determined by HUD.

   B. Annual income does not include the following:

      1) Any imputed return on an asset when net family assets total $50,000 or less (which amount HUD will adjust annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and no actual income from the net family assets can be determined.

      2) The following types of trust distributions:

         a) For an irrevocable trust or a revocable trust outside the control of the family or household excluded from the definition of net family assets under § 5.603(b):

            (1) Distributions of the principal or corpus of the trust; and

            (2) Distributions of income from the trust when the distributions are used to pay the costs of health and medical care expenses for a minor.

         b) For a revocable trust under the control of the family or household, any distributions from the trust; except that any actual income earned by the trust, regardless of whether it is distributed, shall be considered income to the family at the time it is received by the trust.

      3) Earned income of children under 18 years of age.

4) Payments received for the care of foster children or foster adults, or State or Tribal kinship or guardianship care payments.

5) Insurance payments and settlements for personal or property losses, including but not limited to payments through health insurance, motor vehicle insurance, and workers' compensation.

6) Amounts received by the family that are specifically for, or in reimbursement of, the cost of health and medical care expenses for any family member.

7) Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a member of the family becoming disabled.

8) Income of a live-in aide, foster child, or foster adult as defined in §§ 5.403 and 5.603, respectively.

9) (i) Any assistance that section 479B of the Higher Education Act of 1965, as amended (20 U.S.C. 1087uu), requires be excluded from a family's income; and

   (ii) Student financial assistance for tuition, books, and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, and other fees required and charged to a student by an institution of higher education (as defined under Section 102 of the Higher Education Act of 1965 (20 U.S.C. 1002)) and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit.

   a) Student financial assistance, for purposes of this paragraph (B)(ii), means a grant or scholarship received from—
      (1) The Federal government;
      (2) A State, Tribe, or local government;
      (3) A private foundation registered as a nonprofit under 26 U.S.C. 501(c)(3);
      (4) A business entity (such as corporation, general partnership, limited liability company, limited partnership, joint venture, business trust, public benefit corporation, or nonprofit entity); or
      (5) An institution of higher education.

   b) Student financial assistance, for purposes of this paragraph (B)(9)(ii), does not include—
      (1) Any assistance that is excluded pursuant to paragraph (B)(9)(i) of this section;
      (2) Financial support provided to the student in the form of a fee for services performed (e.g., a work study or teaching fellowship that is not excluded pursuant to paragraph (B)(9)(i) of this section);
      (3) Gifts, including gifts from family or friends; or

(4) Any amount of the scholarship or grant that, either by itself or in combination with assistance excluded under this paragraph or paragraph (B)(9)(i), exceeds the actual covered costs of the student. The actual covered costs of the student are the actual costs of tuition, books and supplies (including supplies and equipment to support students with learning disabilities or other disabilities), room and board, or other fees required and charged to a student by the education institution, and, for a student who is not the head of household or spouse, the reasonable and actual costs of housing while attending the institution of higher education and not residing in an assisted unit. This calculation is described further in paragraph (B)(9)(ii)(e) of this section.

c) Student financial assistance, for purposes of this paragraph (B)(9)(ii) must be

(1) Expressly for tuition, books, room and board, or other fees required and charged to a student by the education institution;

(2) Expressly to assist a student with the costs of higher education; or

(3) Expressly to assist a student who is not the head of household or spouse with the reasonable and actual costs of housing while attending the education institution and not residing in an assisted unit.

d) Student financial assistance, for purposes of this paragraph (B)(9)(ii), may be paid directly to the student or to the educational institution on the student's behalf. Student financial assistance paid to the student must be verified by the responsible entity as student financial assistance consistent with this paragraph (B)(9)(ii).

e) When the student is also receiving assistance excluded under paragraph (B)(9)(i) of this section, the amount of student financial assistance under this paragraph (B)(9)(ii) is determined as follows:

(1) If the amount of assistance excluded under paragraph (B)(9)(i) of this section is equal to or exceeds the actual covered costs under paragraph (B)(9)(ii)(b)(4) of this section, none of the assistance described in this paragraph (B)(9)(ii) of this section is considered student financial assistance excluded from income under this paragraph (B)(9)(ii)(e).

(2) If the amount of assistance excluded under paragraph (B)(9)(i) of this section is less than the actual covered costs under paragraph (B)(9)(ii)(b)(4) of this section, the amount of assistance described in paragraph (B)(9)(ii) of this section that is considered student financial assistance excluded under this paragraph is the lower of:

(a) the total amount of student financial assistance received under this paragraph (B)(9)(ii) of this section, or

(b) the amount by which the actual covered costs under paragraph (B)(9)(ii)(b)(4) of this section exceeds the assistance excluded under paragraph (B)(9)(i) of this section.

10) Income and distributions from any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986 or any qualified tuition program under section 529 of such Code; and income earned by government contributions to, and distributions from, “baby bond” accounts created, authorized, or funded by Federal, State, or local government.

11) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.

12) (i) Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

(ii) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (e.g., special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program;

(iii) Amounts received under a resident service stipend are not to exceed $200 per month. A resident service stipend is a modest amount received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development.

(iv) Incremental earnings and benefits resulting to any family member from participation in training programs funded by HUD or in qualifying Federal, State, Tribal, or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program unless those amounts are excluded under paragraph (B)(9)(i) of this section.

13) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.

14) Earned income of dependent full-time students in excess of the amount of the deduction for a dependent in § 5.611.

15) Adoption assistance payments for a child in excess of the amount of the deduction for a dependent in § 5.611.

16) Deferred periodic amounts from Supplemental Security Income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts.

17) Payments related to aid and attendance under 38 U.S.C. 1521 to veterans in need of regular aid and attendance.

18) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit.

19) Payments made by or authorized by a State Medicaid agency (including through a managed care entity) or other State or Federal agency to a family to enable a family member who has a disability to reside in the family's assisted unit. Authorized payments may include payments to a member of the assisted family through the State Medicaid agency (including through a managed care entity) or other State or Federal agency for caregiving services the family member provides to enable a family member who has a disability to reside in the family's assisted unit.

20) Loan proceeds (the net amount disbursed by a lender to or on behalf of a borrower, under the terms of a loan agreement) received by the family or a third party (e.g., proceeds received by the family from a private loan to enable attendance at an educational institution or to finance the purchase of a car).

21) Payments received by Tribal members as a result of claims relating to the mismanagement of assets held in trust by the United States, to the extent such payments are also excluded from gross income under the Internal Revenue Code or other Federal law.

22) Amounts that HUD is required by Federal statute to exclude from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in paragraph (B) of this section apply. HUD will publish a notice in the Federal Register to identify the benefits that qualify for this exclusion. Updates will be published when necessary.

23) Replacement housing “gap” payments made in accordance with 49 CFR part 24 that offset increased out of pocket costs of displaced persons that move from one federally subsidized housing unit to another Federally subsidized housing unit. Such replacement housing “gap” payments are not excluded from annual income if the increased cost of rent and utilities is subsequently reduced or eliminated, and the displaced person retains or continues to receive the replacement housing “gap” payments.

24) Nonrecurring income, which is income that will not be repeated in the coming year based on information provided by the family. Income received as an independent contractor, day laborer, or seasonal worker is not excluded from income under this paragraph, even if the source, date, or amount of the income varies. Nonrecurring income includes:

    a) Payments from the U.S. Census Bureau for employment (relating to decennial census or the American Community Survey) lasting no longer than 180 days and not culminating in permanent employment.

    b) Direct Federal or State payments intended for economic stimulus or recovery.

    c) Amounts directly received by the family as a result of State refundable tax credits or State tax refunds at the time they are received.

d) Amounts directly received by the family as a result of Federal refundable tax credits and Federal tax refunds at the time they are received.

e) Gifts for holidays, birthdays, or other significant life events or milestones ( e.g., wedding gifts, baby showers, anniversaries).

f) Non-monetary, in-kind donations, such as food, clothing, or toiletries, received from a food bank or similar organization.

g) Lump-sum additions to net family assets, including but not limited to lottery or other contest winnings.

25) Civil rights settlements or judgments, including settlements or judgments for back pay.

26) Income received from any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals; except that any distribution of periodic payments from such accounts shall be income at the time they are received by the family.

27) Income earned on amounts placed in a family's Family Self Sufficiency Account.

28) Gross income a family member receives through self-employment or the operation of a business; except that the following shall be considered income to a family member:

a) Net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations; and

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

~~b)~~29) In kind donations received from a food bank or similar organization.

5. **APPLICANT**: The Applicant head of household and all the family members listed on the application

6. **ASSETS**: Where the Tenant Family has Net Family Assets (see below) in excess of ~~$50,000~~the amount as determined annually by HUD, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD. MPHA will obtain 3rd party verification of assets prior to admitting a family and for assets valued at more than $50,000 during each re-examination. MPHA may accept the family's declaration of assets where the combined total is less than $50,000. See NET FAMILY ASSETS. HUD annually sets the Net Family Asset limit above which a Family is not eligible for Public Housing. See REQUIRMENTS FOR ADMISSION.

~~6.~~

7. **CHILDCARE EXPENSES**: Amounts anticipated being paid by Family for the care of children less than 13 years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a Family member to be gainfully employed, to further his or her education, to actively seek employment and only to the extent such amounts are not reimbursed. The amount deducted will reflect reasonable charges for childcare and, in the case of childcare necessary to permit employment, the amount deducted will not exceed the amount of income received from such employment of the lowest paid adult family member.

8. **CHILD CARE DEDUCTION HARDSHIP**: Hardship exemption for families who are unable to pay rent once they are no longer eligible for the childcare deduction. Family can appeal to continue to take the deduction for a period of 90 days or until the hardship no longer exists, whichever comes first.

    **a)** At the end of the 90 days, MPHA is required to determine whether the hardship still exists. If the hardship still exists, the site may continue to renew the exemption in 90-day intervals.

~~7.~~9.

~~8.~~10. **CEILING RENT**: MPHA does not have a ceiling rent. See Rent Computation and Security Deposit Policy.

~~9.~~11. **CITIZEN**: Citizen or National of the United States.

~~10.~~12. **CO-HEAD OF HOUSEHOLD**: An individual in the household who is equally responsible for the lease with the Head of Household, who signs the lease, and whose income and resources are available to meet the family's needs. Each lease may have only one Co-head of Household.

~~11.~~13. **COMMUNITY SERVICE**: The performance of voluntary work or duties in the public benefit that serve to improve the quality of life and/or enhance Tenant self-sufficiency, and/or increase the self-responsibility of the Tenant within the community in which he/she resides.

~~12.~~14. **CONSENT FORMS:** The Applicant must submit the signed consent forms to the MPHA when eligibility under a covered program is being determined. A Tenant must sign and submit consent forms at their next interim or regularly scheduled income reexamination. After all applicants or participants over the age of 18 in a family have signed and submitted a consent form once on or after January 1, 2024, family members do not need to sign and submit subsequent consent forms at the next interim or regularly scheduled income examination except under the following circumstances:

    A. When any person 18 years or older becomes a member of the family, that family member must sign and submit a consent form; or

    B. When a member of the family turns 18 years of age, that family member must sign and submit a consent form.

~~13.~~15. **COURT ORDERED FEES**: These Fees include any court damages, fees, costs, expenses, or other sums awarded to or ordered to MPHA from a Tenant, Applicant, or former Tenant. A Tenant, Applicant, or former Tenant's failure to pay these Fees is grounds to terminate the Lease or to deny admission.

~~14.~~16. **COVERED FAMILIES**: Families who receive welfare assistance or other public assistance benefits from a State or other public agency under a program for which Federal, State, or local laws requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

~~15.~~17. **DATING VIOLENCE**: See definition in the Violence Against Women Act (VAWA) Policy.

~~16.~~18. **DEPENDENT**: A member of the Tenant Family household (excluding foster children) other than the Family head or co-head, who is less than 18 years of age or is a Disabled Person or is a full-time Student.

~~17.~~19. **DISABILITY ASSISTANCE EXPENSES**: Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

~~18.~~20. **DISABLED FAMILY**: A family whose head, spouse or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.

~~19.~~21. **DISABLED PERSON**: A person who:

A. Has a disability as defined in 42 U.S.C. 423;

B. Is determined, pursuant to HUD regulations to have a physical, mental, or emotional impairment that:

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

C. Has a developmental disability as defined in 42 U.S.C. 6001.

- For the purposes of qualifying for Public Housing, does not include a person whose disability is based solely on drug or alcohol dependence.

~~20.~~22. **DISALLOWANCE**: Exclusion from annual income.

~~21.~~23. **DISPLACED FAMILY**: Refer to definition of involuntary displacement.

~~22.~~24. **DOMESTIC VIOLENCE**: See definition in the Violence Against Women Act Policy.

~~23.~~25. **DRUG FREE PUBLIC HOUSING ZONE**: Any public housing development administered by MPHA plus the area within 300 feet of the property's boundary, or one city block whichever distance is greater which shall be free of selling, possessing, or possessing with intent to sell any illegal controlled substance. Maximum sentencing penalties will be imposed by the courts for unlawful controlled substance crimes committed within this defined zone. (Minn. Stat. § 152.01, subd. 19; 152.01 *et seq* for crimes and penalties relating to public housing zones).

~~24.~~26. **DRUG RELATED CRIMINAL ACTIVITY**: The illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use a controlled substance, regardless of arrest or conviction as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802). Although cannabis became legal under Minnesota state law effective August 1, 2023, the federal laws remain unchanged and do not permit the use, possession, distribution, or growing of cannabis on federally subsidized property.

~~25.~~27. **EARNED INCOME:** Income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, social security, and governmental subsidies for certain benefits), or any cash or in-kind benefits.

~~26.~~28. **ECONOMIC SELF-SUFFICIENCY PROGRAM**: Any program designed to encourage, assist, train, or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, or apprenticeship.

~~27.~~29. **EFFECTIVE DATE**: The "effective" date of an examination or reexamination refers to:

A. in the case of an examination for admission, the effective date of initial occupancy, and

B. in the case of reexamination of an existing tenant, the effective date of the redetermination Total Tenant Payment (i.e., effective date of Rent change).

~~28.~~30. **ELDERLY DESIGNATED BUILDING:** Is a highrise building approved by HUD and designated by MPHA as an Elderly Designated Building.

~~29.~~31. **ELDERLY FAMILY**: A family whose head or spouse/co-head or sole member is a person who is at least 62 years old. 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.

~~30.~~32. **ELDERLY PERSON**: A person who is at least 62 years of age.

~~31.~~33. **ELIGIBLE NONCITIZEN**:

A. A noncitizen lawfully admitted for permanent residence, as defined by section 101(a)(20) of the Immigration and Nationality Act (INA), as an immigrant, as defined by section 101(a)(15) of the INA (8 U.S.C. 1101(a)(20) and 1101(a)(15), respectively) (immigrants). (This category includes a noncitizen admitted under section 210 or 210A of the INA (8 U.S.C. 1160 or 1161), special agricultural worker), who has been granted lawful temporary Tenant status);

B. A noncitizen who entered the United States before January 1, 1972, or such later date as enacted by law, and has continuously maintained residence in the United States since then, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General under section 249 of the INA (8 U.S.C. 1259);

C. A noncitizen who is lawfully present in the United States pursuant to an admission under section 207 of the INA (8 U.S.C. 1157) (refugee status); pursuant to the granting of asylum (which has not been terminated) under section 208 of the INA (8 U.S.C. 1158) (asylum status); or as a result of being granted conditional entry under section 203(a)(7) of the INA (8 U.S.C. 1153(a)(7)) before April 1, 1980, because of persecution or fear of persecution on account of race, religion, or political opinion or because of being uprooted by catastrophic national calamity;

D. A noncitizen who is lawfully present in the United States as a result of an exercise of discretion by the Attorney General for emergent reasons or reasons deemed strictly in the public interest under section 212(d)(5) of the INA (8 U.S.C. 1182(d)(5)) (parole status);

E. A noncitizen who is lawfully present in the United States as a result of the Attorney General's withholding deportation under section 243(h) of the INA (8 U.S.C. 1253(h)) (threat to life or freedom); or

F. A noncitizen lawfully admitted for temporary or permanent residence under section 245A of the INA (8 U.S.C. 1255a) (amnesty granted under INA 245A).

G. A VAWA self-petitioner who is in "satisfactory immigration status" (i.e., immigration status does not make the individual ineligible for financial assistance) while applying for assistance or continued assistance.

~~32.~~34. **EMANCIPATED MINOR:** Person who is under 18 years of age and who is married, an active-duty member of the U.S. armed forces or emancipated by court order.

~~33.~~35. **ESTABLISHED INCOME RANGE:** Between 85% and 115% (inclusive) of MPHA-wide average tenant income for developments covered under the rule to Deconcentrate Poverty 24 C.F.R. part 903, or below 30% of the area median. See Waiting List Assignment Plan and Designation of Buildings.

~~34.~~36. **EXCESS MEDICAL EXPENSES**: Any medical expenses incurred by elderly families or Disabled families only in excess of the HUD determined amount of Annual Income which are not reimbursable from any other source.

~~35.~~37. **EXCESS UTILITIES:** In Highrise Building units, tenants using certain appliances such as a freezer or air conditioner will pay a charge for excess utility consumption. In Family Housing Units, Tenants will pay for excessive usage of water, gas, and electric utilities. See Appendix for Monthly Allowed Utility Usage.

~~36.~~38. **EXTREMELY LOW-INCOME FAMILY*:*** A family whose income does not exceed the higher of 30 percent of area median as determined by HUD, with adjustments for family size or the Federal Poverty Level. HUD may establish income ceilings higher or lower than 30% of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

~~37.~~39. **FAMILY**: Includes, but is not limited to the following, regardless actual or perceived sexual orientation, gender identity, or marital status, a single person, who may be an elderly person, disabled person, near-elderly person, or any other single person; or a group of persons residing together. Such group includes but is not limited to 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), an elderly family, a near-elderly family, a disabled family, a displaced family, or the remaining member of a tenant family. The PHA has the discretion to determine if any other group of persons qualifies as a family. An otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 U.S.C. 675(5)(H)), and is homeless or is at risk of becoming homeless at age 16 or older.

~~38.~~40. **FAMILY HOUSING UNIT**: All units that are two bedroom or larger, except highrise two-bedroom units, including Glendale Townhome units, public housing scattered site units, Community Housing Resource (CHR) units and Family Housing Expansion units. Family units are for adults with Dependents. For households who no longer have a Dependent, the remaining adults and residual family members may transfer to highrise units. If the household does not transfer in a timely manner, MPHA will terminate the lease.

~~39.~~41. **FAMILY SELF-SUFFICIENCY (FSS) PROGRAM:** A self-sufficiency program established by the Minneapolis Public Housing Authority (MPHA) that offers incentives to promote economic self-sufficiency among motivated FSS public housing low rent Tenants via successful completion of their FSS Contract of Participation.

~~40.~~42. **FIXED INCOME:** Occurs when a tenant's only source of income is from social security retirement, social security disability, social security dependent benefits, Minnesota Supplemental Income (MSA) and/or other fixed income approved by MPHA.

~~41.~~43. **FLAT RENT**: A Rent amount the family may choose to pay in lieu of having their Rent determined under the income-based method. The Flat Rent is established by MPHA based on HUDs Fair Market Rents. Families selecting the Flat Rent option must have their income evaluated every three years, rather than annually. See Flat Rents Appendix. Flat Rents are offered at the annual reexamination of income and eligibility. Families who do not properly report their income will not be allowed to take advantage of Flat Rents.

~~42.~~44. **FORMAL REPAYMENT AGREEMENT**: An agreement signed between an applicant or tenant and MPHA in which the applicant or tenant agrees to pay in monthly installments, a sum owed to MPHA. The agreement shall not exceed 24 months without the written approval of the Managing Director of Low Income Public Housing.

~~43.~~45. **FOSTER CHILD OR CHILDREN**: A child or children raised by someone not their own mother or father, and for whom the tenant or applicant receives compensation. Legal documentation of placement with the MPHA family will be required.

~~44.~~46. **FULL-TIME STUDENT**: A person who is attending school or vocational training on a full-time basis. A Full-time Student who is the Head of Household may not live in other housing including a dorm room.

47. **GENERAL OCCUPANCY BUILDING:** Is a highrise building that is not an Elderly Designated Building.

**GUEST:** A person temporarily staying in the Unit or is on the Premises with the consent of a Tenant or other member of the household who has the express or implied authority to so consent on behalf of the Tenant. ~~A Guest who is on home confinement – also called house arrest or home detention – may not stay in the Unit.~~

~~45.~~

~~46.~~48. **HANDICAPPED ASSISTANCE EXPENSES**: Refer to Definition for Disability Assistance Expenses.

~~47.~~49. **HANDICAPPED PERSON**: Refer to definition of Disabled Person.

~~48.~~50. **HATE CRIME**: The actual or threatened physical violence or intimidation that is directed against a person or his/her property and that is based on the person's race, color, religion, sex, national origin, disability, sexual orientation, or familial status.

~~49.~~51. **HEAD OF HOUSEHOLD**: The Head of Household is the person who assumes legal responsibility for the Household; signs the lease and is listed on the application as Head. Each lease has only one Head of Household. The Head of Household must reside in the unit on a full-time basis and use the unit as their sole and principal residence.

~~50.~~52. **HIGHRISE BUILDING**: Is a Non-Family Housing Unit that has four or more stories.

~~51.~~53. **HUD**: The United States Department of Housing and Urban Development.

~~52.~~54. **HUD'S STATEWIDE CLEARINGHOUSE LIST**: A list of Tenants/participants who have left a PHA in the state of Minnesota owing money. HUD publishes the list on a semiannual basis.

~~53.~~55. **IMPUTED ASSET INCOME**: Value of an asset times the HUD passbook rate where the value of such assets is greater than ~~$50,000~~the amount published by HUD. If the imputed income is more than the actual income from assets, the imputed amount is used as income from assets in determining Rent.

~~54.~~56. **IMPUTED WELFARE INCOME**: The amount of annual income not actually received by a family, as a result of a welfare benefit reduction for the family's welfare fraud or failure to comply with economic self-sufficiency requirements that is nonetheless included in the family's annual income for the purposes of determining the rent.

~~55.~~57. **INCOME BASED RENT**: Rent amount based on the family's Annual Income and Adjusted Income, as determined by MPHA's SOP and procedures.

~~56.~~58. **INCOME TARGETING**: At least 40 percent of admissions to the public housing program in each fiscal year must be extremely low-income families.

~~*57.*~~*59.* **INDIVIDUAL EXEMPT FROM COMMUNITY SERVICE:**

A. A family member who is 62 years of age or older.

B. A family member who is blind or disabled, as defined by Section 216 (i)(1) or 1614 of the Social Security Act (42 U.S.C. 416 (i) (1); 1382c) and who certifies that because of this disability is unable to comply with requirements.

C. A family member who is the primary care giver for someone who is blind or disabled as set forth in paragraph 2 above.

D. A family member who is engaged in work activity.

E. A family member who is exempt from having to engage in a work activity in a State program funded under Part A of Title IV of the Social Security Act (42 U.S.C. 601 et seq.) or under any welfare program of the State, including State-administered welfare-to-work program; A family member who is receiving assistance, benefits or services under a State program funded under part A of title IV of the Social Security Act or under any welfare program of the State, including a State-administered welfare-to-work program, and is in compliance with that program.

~~58.~~60. **INSPECTION:** The review or examination of the Premises for any reason arising out of the Lease or SOP. At any time that MPHA is on the Premises for Inspection MPHA may photograph the Premises to show damage to MPHA property, unsafe conditions, housekeeping issues or other lease violations.

~~59.~~61. **INVOLUNTARY DISPLACEMENT**: An Applicant is or will be involuntarily displaced if the Applicant has vacated, or will have to vacate his/her housing unit as a result of one or more of the following actions:

A. **Displacement by Disaster**: An applicant's unit is uninhabitable because of a disaster, such as a fire or flood.

B. **Government Action**: Activity carried on by an agency of the United States or by any State or local government body or agency in connection with code enforcement or a public improvement or development program.

C. **Housing Owner's Action**: Action by a housing owner forces the applicant to vacate its unit. An applicant does not qualify as involuntarily displaced because action by a housing owner forces the applicant to vacate its unit unless:

1) the applicant cannot control or prevent the owner's action;

2) occurs although the applicant met all imposed conditions of occupancy; and

3) the action taken by the owner is other than a rent increase.

4) The reasons for a tenant's involuntary displacement by owner action includes, but is not limited to the following:

   a) conversion of the unit to non-rental/residential use;

   b) closing of the unit for rehab or any other reason;

   c) notice by owner to vacate a unit because the owner wants the unit for personal or family use or occupancy;

   d) sale of the unit, in which an applicant resides under an agreement which requires the unit to be vacant when possession is transferred;

   e) any other legally authorized act that results or will result in the withdrawal of the unit from the rental market.

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

   a) to comply with HUD program policies and procedures for the occupancy and under-occupied or overcrowded units; or

   b) to accept a transfer to another housing unit in accordance with a court decree or in accordance with policies and procedures under a HUD-approved desegregation plan.

6) When a Victim has vacated or will have to vacate their housing unit because of domestic violence, sexual assault, dating domestic violence or stalking against the Victim.

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

1) family members provided information on criminal activities to a law enforcement agency and

2) based on a threat assessment, the law enforcement agency recommends re-housing the family to avoid or minimize a risk of violence against family members as a reprisal for providing such information. MPHA will establish appropriate

safeguards to conceal the identity of families requiring protection against such reprisals.

E. **Displacement by hate crimes (refer to definition)**: An applicant family is involuntarily displaced if:

1) one or more members of the applicant's family have been the victim of one or more hate crimes; and

2) the applicant has vacated a housing unit because of such crime, or the fear associated with such crime has destroyed the applicant's peaceful enjoyment of the unit.

MPHA must determine that the hate crime involved occurred recently or is of a continuing nature.

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

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

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

G. **Displacement because of HUD disposition of multifamily project includes**: A displacement because of disposition of a multifamily rental housing project by HUD under Section 203 of the Housing and Community Development Amendments of 1978.

~~60.~~62. **LIVE-IN AIDE**: A person who resides with a Near Elderly, Elderly or Disabled person or persons and who MPHA determines to be essential to the care and well-being of the tenant(s), who can prove they have the skills necessary for the care of the Near elderly, Elderly or Disabled tenant and the sole purpose for living with the tenant family is to provide the necessary full time supportive services;

A. not obligated for support of the person(s); and

B. would not be living in the unit except to provide necessary full-time supportive services.

C. The Live-in Aide will not be added to the lease but must comply with the terms of the lease.

D. The Live-in Aide has no residual tenancy rights to the unit; the Live-in Aide must vacate the unit with the Tenant Family.

E. The Live-in Aide will vacate the unit when the Tenant Family no longer qualifies for a Live-in Aide.

F. A Live-in Aide will be screened as any other applicant with the exception of economic criteria.

G. The Live-in Aide must pass the screening.

H. A Live-in Aide will be accommodated in the Tenant Families current unit.

I. A health care provider must verify the need for a Live-in Aide. See Reasonable Accommodation Policy. This verification will include the reason for the need, the hours care is needed, and the duration of the need.

J. The Tenant Family must provide medical confirmation of the continued need for a Live-in Aide at the request of Management at any time.

~~61.~~63. **LANDLORD**: This term means either the owner of the property or his/her representative or the managing agency or his/her representative, as shall be designated by the owner.

~~62.~~64. **LEASE COMPLIANT:** (1 & 2 of the definition of Lease Compliant does not apply to participation in a resident organization or committee.)

A. To be Lease Compliant a tenant must:

1) timely pay Rent and all other charges;

2) not be on a Formal Repayment Agreement or owe Retroactive Rent due to the fault of the tenant;

3) have no repeated or serious violations of the lease; and

4) have no valid eviction actions filed against them for any reason.

~~63.~~65. **LOW INCOME FAMILY**: A Family whose Annual Income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than the 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs of unusually high or low family incomes.

~~64.~~66. **MEMBERS OF THE HOUSEHOLD**: Persons listed in the lease or subsequent lease addendum.

67. **MEDICAL EXPENSES**: Those total medical expenses, including medical insurance premiums that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance. Medical expenses are allowed only for elderly, and disabled, households. The amount allowable as a deduction is determined by HUD. ~~A family may request a hardship exemption per 24CFR § 5.11(c)(2).~~

68. **MEDICAL EXPENSE – HEALTH, MEDICAL and DISABILITY HARDSHIP**: Households who are qualified to deduct disability or medical expenses can request a hardship, so the income threshold is reduced to 5% for a 90-day period.

~~65.~~A.

~~66.~~69. **METROPOLITAN HOUSING OPPORTUNITIES PROGRAM (MHOP):** Privately owned units under MPHA's ACC located in the metropolitan area. These units are marketed to applicants from MPHA's 2-5-bedroom family public housing waiting list.

~~67.~~70. **MINNESOTA FAMILY INVESTMENT PROGRAM (MFIP)**: Minnesota welfare reform program previously known as AFDC.

~~68.~~71. **MINIMUM RENT:** Minimum Rent is not based upon income and is $75 per month.

~~69.~~72. **MIXED FAMILY:** An Applicant or Tenant Family whose members include those with citizenship or eligible immigrations status, and those without citizenship or eligible immigrations status.

~~70.~~73. **MIXED POPULATION DEVELOPMENT**: Is defined in 24 C.F.R. § 960.102 (b), as amended or other applicable regulation. MPHA does not have any mixed population developments.

~~71.~~74. **MONTHLY ADJUSTED INCOME**: Monthly Adjusted Income is one-twelfth of Adjusted Annual Income.

~~72.~~75. **MONTHLY INCOME**: Monthly Income is one-twelfth of Annual Income.

~~73.~~76. **MONTHLY RENT**: The Rent amount the Family pays monthly as determined by MPHA. Monthly Rent may include Flat Rent, Income Based Rent, Minimum Rent and Retroactive Rent. If MPHA supplies all utilities (except telephone or cable TV) and other essential housing services are supplied by MPHA, Monthly Rent equals the Total Tenant Payment. If MPHA does not supply all utilities (except telephone or cable TV) and other essential housing service, and these costs are not included in the Monthly Rent amount, Monthly Rent Equals Total Tenant Payment less the Utility Allowance.

~~74.~~77. **MOVING TO WORK:** A demonstration program enacted by Congress in 1996 and offered to a limited number of public housing authorities that allows public housing authorities to design and test various approaches to administering housing assistance programs.

~~75.~~78. **MPHA**: The Minneapolis Public Housing Authority, which operates in and for the City of Minneapolis. It is authorized to engage in or assist in the development or operation of housing for low-income families.

~~76.~~79. **NATIONAL**: A person who owes permanent allegiance to the United States as a result of birth in a United States territory or possession.

~~77.~~80. **NEAR ELDERLY FAMILY**: A family whose head or spouse/co-head (or sole member) is at least 50 years of age and below the age of 62.

~~78.~~81. **NET FAMILY ASSETS**: Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment.

A. **Excluding**:

1) The value of necessary items of personal property;
2) The combined value of all non-necessary items of personal property if the combined total value does not exceed $50,000 (which amount will be adjusted by HUD in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers);
3) The value of any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals;
4) The value of real property that the family does not have the effective legal authority to sell in the jurisdiction in which the property is located;
5) Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a family member being a person with a disability;
6) The value of any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986, the value of any qualified tuition program under section 529 of such Code, the value of any Achieving a Better Life Experience (ABLE) account authorized under Section 529A of such Code, and the value of any “baby bond” account created, authorized, or funded by Federal, State, or local government.
7) Interests in Indian trust land;
8) Equity in a manufactured home where the family receives assistance under 24 CFR part 982;

9) Equity in property under the Homeownership Option for which a family receives assistance under 24 CFR part 982;

10) Family Self-Sufficiency Accounts; and

11) Federal tax refunds or refundable tax credits for a period of 12 months after receipt by the family.

12) In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the trust fund is not a family asset and the value of the trust is not included in the calculation of net family assets, so long as the fund continues to be held in a trust that is not revocable by, or under the control of, any member of the family or household.

~~79.~~82. **NONCITIZEN**: A person who is neither a citizen nor national of the United States.

~~80.~~83. **NON-SMOKING PROPERTIES**: Smoking is prohibited at all public housing, in all indoor areas which include but are not limited to apartments, shared areas, entryways, hallways, stairwells, balconies, lobbies, community rooms, laundry rooms and all outdoor areas including building grounds, parking lots except where there is a designated area. For Family Housing Units, smoking is prohibited in all indoor areas and within 25 feet of the structure, unless the property line is less than 25 feet from the structure, smoking is permitted at the property line. See No Smoking Policy.

~~81.~~84. **NOTICE:** This term applies specifically to Section 4.D of the Lease, which refers to the first time that the tenant is given written Notice of a charge, penalty, or assessment (charge). Notwithstanding any other provision in the Lease or SOP to the contrary, reminders, monthly rent statements lease terminations letters, or any other document referencing the charge does not create another opportunity to request a grievance hearing to contest the amount of the original charge. See Grievance Procedures.

~~82.~~85. **OCCUPANCY STANDARDS**: The standards that MPHA has established for determining the appropriate number of bedrooms needed to house families of different sizes or compositions.

~~83.~~86. **OVER HOUSED:** When the number of Members of the Household is less than the Occupancy Limit.

~~84.~~87. **OVER INCOME**: A Tenant Family is Over Income if their Annual Income exceeds 80% of the area median income for Tenant Families in Family Housing Units and 120% of the area median income for Tenant Families in Highrise Building Units. The area median income is published by HUD. An over income family may continue to reside in a Public Housing property for 24 months; at which time MPHA will terminate the lease. Once the lease termination is mailed to the Tenant Family, the Tenant Family must vacate the Unit within 6 months, whether or not there is a loss of income.

~~85.~~88. **PARTICIPANT**: A family or individual that is assisted by MPHA.

~~86.~~89. **PASSBOOK SAVINGS RATE:** The rate used to calculate income from assets when the asset is over $50,000 in value. This rate is determined by HUD.

~~87.~~90. **PREVIOUSLY UNEMPLOYED**: This includes a person who has earned, in the 12 months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

~~88.~~91. **PROFIT MAKING ACTIVITIES IN A DWELLING UNIT**: With prior written MPHA approval, profit-making activities may be allowed provided that no additional space or parking is required for this purpose. No modifications can be made to the unit for such activities, and the Tenant must provide proper insurance.

~~89.~~92. **PUBLIC ASSISTANCE**: Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly by Federal, State, or local governments.

~~90.~~93. **REAL PROPERTY:** As provided in Minnesota State law.

~~91.~~94. **RENT:** Includes Flat Rent, Income Based Rent, Minimum Rent, Monthly Rent, Retroactive Rent, and any Rent owing on a Formal Repayment Agreement.

~~92.~~95. **RETROACTIVE RENT**: When a tenant is charged less Rent than what should have been charged due to circumstances where the tenant is in whole or in part at fault and may be because a reexamination of income was not completed by the effective date. Retroactive Rent is Rent and may be referred to as Retro Rent. Retroactive Rent is due and collectable 30 days after MPHA gives written notice to the Tenant of the amount of Retroactive Rent owed.

~~93.~~96. **SELF-SUFFICIENCY INCENTIVES**: Reduction of gross employment income of 15%.

~~94.~~97. **SEPARATION OF HOUSEHOLD:** A separation of household is when MPHA agrees to provide a unit to an adult(s) who has requested to be separated from their current household. A separation of household may also occur when the household does not meet Occupancy limits. Those making separation of household requests must meet all MPHA eligibility and occupancy transfer requirements as well as being Lease Compliant, excluding exceptions for VAWA. See MPHA's Occupancy Standards and Lease Add-On; Tenant Transfer.

~~95.~~98. **SERVICE-PERSONNEL**: Persons in military or naval forces of the United States who served therein during World War II, or who have had active service therein on and after June 27, 1950, and prior to the final cessation of hostilities as proclaimed by proper federal authority.

~~96.~~99. **SEXUAL ASSAULT**: See definition in Violence Against Women Act Policy.

~~97.~~100. **SINGLE PERSON**: A person living alone or intending to live alone and who does not qualify as an Elderly Family, Disabled Family or as the remaining member of a tenant family.

~~98.~~101. **SINGLE ROOM OCCUPANCY (SRO)**: A unit which contains no sanitary facilities or food preparation facilities, or which contains one but not both types of facilities and which is suitable for occupancy by a single individual.

~~99.~~102. **SMOKE FREE PROPERTY**: Smoking is prohibited on the entire property including but are not limited to all indoor and outdoor areas, apartments, all shared areas, entryways, hallways, stairwells, balconies, lobbies, community rooms, laundry rooms, building grounds and the parking lot.

~~100.~~103. **SPECIAL HOUSING PROGRAM:** A Special Housing Program is for Applicants and Tenants who are eligible for the housing or supportive services listed in Appendix E or other programs approved by MPHA in writing.

~~101.~~104. **SPECIFIED WELFARE BENEFIT REDUCTION**:

A. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

B. “Specified welfare benefit reduction” does not include a reduction or termination of welfare benefits by the welfare agency:

1) at the expiration of a lifetime or other time limit on the payment of welfare benefits;
2) because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or
3) because a family member has not complied with other welfare agency requirements.

~~102.~~105. **SPOUSE:** Spouse refers to the marriage partner, either a husband or wife, who is someone you need to legally divorce in order to dissolve the relationship or a domestic partnership as defined by the City of Minneapolis.

~~103.~~106. **STALKING:** See definition in Violence Against Women Act Policy.

~~104.~~107. **SUBSTANDARD HOUSING:**

A. A housing unit is substandard if it:

1) Is dilapidated;
2) does not have operable indoor plumbing;
3) does not have a useable, flush toilet inside the unit for the exclusive use of the family;
4) does not have a useable bathtub or shower inside the unit for the exclusive use of the family;
5) does not have electricity or has unsafe or inadequate electrical service;
6) does not have a safe or adequate source of heat;
7) should, but does not, have a kitchen, or;
8) has been declared unfit for human habitation by an agency or unit of government.

B. A housing unit is dilapidated if:

1) The unit does not provide safe and adequate shelter, and in its present condition endangers the health, safety, or well-being of a family; or
2) the unit has one or more critical defects, or a combination of intermediate defects in sufficient number or extent to require considerable repair, or rebuilding. The defects may involve original construction or may result from continued neglect or lack of repair or from serious damage to the structure.

C. Status of SRO housing: In determining whether an individual living in Single Room Occupancy (SRO) housing qualifies for Preference, SRO housing is not considered substandard solely because the unit does not contain sanitary or food preparation facilities.

D. A homeless family includes any person or family that:

Lacks a fixed, regular, and adequate nighttime residence; and also has a primary nighttime residence that is:

1) A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing;
2) an institution providing temporary residence for persons intended to be institutionalized;
3) a public or private place not designed for or intended for use as sleeping accommodations for human beings;
4) a place where the number of people occupying the unit grossly exceeds reasonable standards, three or more people per bedroom.

A "homeless family" does not include individuals imprisoned or detained by an Act of the Congress or a State law.

~~105.~~108. **TEMPORARY ASSISTANCE TO NEEDY FAMILIES (TANF)**: The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

~~106.~~109. **TEMPORARY EARNED INCOME**: Income from a Temporary Employment Agency or of limited term employment will be annualized.

~~107.~~110. **TEMPORARY CHANGE OF INCOME**: A change in income that will not be longer than 30 days duration and is nonrecurring.

~~108.~~111. **TENANT:** Person listed as the Head of Household or Co-Head of Household. The Head and Co-Head of Household are only a Tenant at the building where they reside.

~~109.~~112. **TENANT FAMILY**: Head(s) of household and the Members of Household (see definition). The Tenant Family is only a Tenant at the building where they reside.

~~110.~~113. **TOTAL TENANT PAYMENT**: The monthly amount calculated under 24 CFR § 5.628. Total Tenant Payment (TTP) does not include charges for excess utility consumption or other miscellaneous charges as defined in VII Rent Computation and Security Deposit.

~~111.~~114. **UNDER HOUSED:** When the number of Members of the Household is greater than the Occupancy Limit. See Occupancy Standards and Lease Add-Ons.

~~112.~~115. **UNIT or DWELLING UNIT**: Living unit and any area assigned for the Tenant's exclusive use.

~~113.~~116. **UTILITY ALLOWANCE**: If the cost of utilities (except telephone and cable TV) for a public housing unit is not included in the Monthly Rent, e.g. Rent to Own Units and is the responsibility of the Family occupying the unit, an amount equal to the estimate made or approved by MPHA or HUD, of the monthly cost of a reasonable consumption of such utilities and other services for the unit by energy conscious household of modest circumstances consistent with the requirements of a safe, sanitary and healthful living environment, is deducted from the Total Tenant Payment.

~~114.~~117. **UTILITY ALLOWANCE REIMBURSEMENT**: The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit. The Utility Reimbursement is paid by MPHA to the tenant, or to the utility company.

~~115.~~118. **VERY LOW-INCOME FAMILY**: A family whose Annual Income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for an area of unusually high or low family incomes.

~~116.~~119. **VETERAN**: A citizen of the United States or a resident alien: 1) who separated under honorable conditions from any branch of the armed forces of the United States after serving active duty for 181 consecutive days or by reason of disability incurred while serving on active duty; 2) who has met the minimum active duty requirement as defined by 38 C.F.R. § 3.12; or 3) who has active military service certified under section 401, Public Law 95-202. The United States secretary of defense must certify the active military service and issue a discharge under honorable conditions. Veteran does not include veteran's spouse or co-head if the veteran is not a current member of the household.

~~117.~~120. **VIOLENCE AGAINST WOMEN ACT (VAWA):** A federal law reauthorized on March 15, 2022, which amends the federal housing statutes to protect victims of dating violence, domestic violence, sexual assault, and stalking. Under the law, an incident, or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking is not a serious or repeated violation of the lease by the victim and is not good cause for denying to a victim admission to a program, terminating Section 8 assistance or occupancy rights, or evicting a tenant. See MPHA’s VAWA Policy.

~~118.~~121. **WELFARE ASSISTANCE**: Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments. (See Public Assistance.)

## REQUIREMENTS FOR ADMISSION

1. MPHA will maintain records regarding each applicant that indicate: the date and time of receipt of the application; MPHA's determination as to eligibility or non-eligibility of the applicant; the appropriate unit size, the preference rating, if any, and the date, location, identification, and circumstances of each vacancy offered and accepted or rejected.

2. **ELIGIBILITY**: It is MPHA's policy to admit only eligible and qualified applicants.

   A. Admissions follow requirements under federal law and MPHA's Moving to Work Agreement. Across all MPHA programs, MPHA must assist only Low-Income Families (as defined in Part I, as are subsequent terms in this section). At least 75 percent of families MPHA assists must be Very Low-Income Families. In the Low-Income Public Housing program, MPHA may admit only Low-Income Families, and at least 40 percent of families admitted must be Extremely Low-Income Families.

   B. "Eligibility" is a defined term under the Housing Act of 1937. Being eligible, however, is not entitlement to housing. In addition, every applicant must meet MPHA's Tenant Selection Criteria, established in accordance with 24 C.F.R. Part 960.

   An eligible Applicant Family shall:

   1) qualify as a "Family" as defined in Part I; the Head of Household must be at least 18 years of age or be an emancipated minor;

   2) have Annual Income as defined in Part I at or below program guidelines listed in Appendix A;

   3) documentation of a valid Social Security Number (SSN) for each household member, with the exception of individuals who do not contend eligible immigration status. Exemptions also include existing public housing tenants who were at least 62 years of age as of January 31, 2010, and had not previously disclosed an SSN.

      MPHA will accept the following documentation as acceptable evidence of the SSN:

      a) An original SSN card issued by the Social Security Administration (SSA);

      b) an original SSA-issued document which contains the name and SSN of the individual; or

      c) an original document issued by a federal, state, or local government agency which contains the name and SSN of the individual.

      MPHA may reject documentation of a SSN if the document is not an original document or if the original document has been altered, mutilated, is illegible or appears to be forged. MPHA may grant a 90-day extension to provide proper verification. MPHA may grant an additional 90-day extension if the applicant's failure to provide proper documentation was outside the individual's control and due to unforeseen circumstances.

   4) Be a U.S. Citizen or National or have eligible noncitizen status as defined in Part I and provide a completed and signed 214 Status for each applicant family member or VAWA self-petition (INS Form I-360 or I-130) or INS Form 797; or be a Mixed Family.

5) Not have:

a) net assets (as defined in § 5.603) exceeding ~~$100,000~~the amount determined by HUD, ~~or the limit as adjusted by HUD in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers; or~~

b) a present ownership interest in, a legal right to reside in, and the effective legal authority to sell, based on State or local laws of the jurisdiction where the property is located, real property that is suitable for occupancy by the family as a residence, except this real property restriction does not apply to:

(1) Any property for which the family is receiving assistance under 24 CFR 982.620; or under the Homeownership Option in 24 CFR part 982;

(2) Any property that is jointly owned by a member of the family and at least one non-household member who does not live with the family, if the non-household member resides at the jointly owned property;

(3) Any person who is a victim of domestic violence, dating violence, sexual assault, or stalking, as defined in this part 5 (subpart L); or

(4) Any family that is offering such property for sale.

C. A property will be considered “suitable for occupancy” unless the family demonstrates that it:

1) Does not meet the disability-related needs for all members of the family (e.g., physical accessibility requirements, disability-related need for additional bedrooms, proximity to accessible transportation, etc.);

2) Is not sufficient for the size of the family;

3) Is geographically located so as to be a hardship for the family ( e.g., the distance or commuting time between the property and the family's place of work or school would be a hardship to the family, as determined by the PHA or owner);

4) Is not safe to reside in because of the physical condition of the property ( e.g., property's physical condition poses a risk to the family's health and safety and the condition of the property cannot be easily remedied); or

5) Is not a property that a family may reside in under the State or local laws of the jurisdiction where the property is located.

3. MPHA requires:

A. That each applicant family member who is 18 years or older sign consent authorization documents and release of information forms; and

B. that each applicant family member who is 18 years or older must provide a State or U.S. government issued picture ID that includes the date of birth, or another acceptable picture ID with a birth certificate at the time of initial interview.

C. For each applicant family member under 18 provide:

1) A birth certificate indicating that the minor is a biological child of the Head of Household; legal proof of adoption; a court order; a delegation of powers under Minn. Stat. 524.5-211; written permission of the parent or other person having custody of the child; or if none of the above are available, reliable, accurate, and objective third-party verification of custody.

D. The Applicant must produce evidence that all minors and adults will be permanently using the unit as their sole and principal place of residence. Such evidence may be a marriage certificate, domestic partner registration, birth certificate, legal proof of adoption, a court order, school, work, a delegation of powers under Minn. Stat. 524.5-211, written permission of the parent or other person having custody of the child, or other records verifying the address of the person, or other reliable, accurate and objective third-party verification.

4. **TENANT SELECTION CRITERIA**: MPHA will screen all applicants in accordance with 24 C.F.R. Part 960), Appendix H, Applicant Screening Criteria Guidelines (relating to applicants with criminal histories) and sound management practices.

A. MPHA will consider information reasonably related to assessing the conduct of the applicant and all family members on the application, in present and prior housing. The conduct shall indicate a reasonable probability that the applicant and family members will comply with MPHA's lease, with or without reasonable accommodation.

B. **Presumptive Eligibility**: For Applicants who are eligible and approved for an Assisted Living or a Housing with Services program. MPHA will verify income and screen in accordance with all criminal history procedures.

C. Prior to admission, MPHA will verify and document whether the applicant family is not likely to:

1) Interfere with other Tenants, neighbors or MPHA staff in such a manner which may adversely affect their peaceful enjoyment of the premises, or their health, safety, or welfare;

2) Adversely affect the physical environment or financial stability of the project;

3) Violate the terms and conditions of the lease; or

4) Require services resulting in an alteration to the fundamental nature of MPHA's program.

D. MPHA may immediately deny admission to the Applicant Family for any of the conduct listed below. If a hearing panel or officer overturns MPHA's decision to deny admission and MPHA has not completed the selection process, MPHA will continue the selection process. MPHA will base a subsequent denial of admission solely upon any new unfavorable information.

1) Failure to pay financial obligations, especially Rent and utilities;

2) Disturbance of neighbors, destruction of property, living habits, or housekeeping habits at prior residences, that may adversely affect the health, safety or welfare of other tenants, neighbors or MPHA staff;

3) Involvement in any criminal activity, other activity or a history of criminal acts including drug-related criminal activity, pursuant to Appendix H, Applicant Screening Criteria Guidelines;
4) Illegal use or pattern of use of a drug or controlled substance, and abuse or pattern of abuse of alcohol which MPHA determines may interfere with the health, safety, or the right to peaceful enjoyment of the premises by other Tenants, neighbors or MPHA staff;
5) Current or past involvement in drug-related criminal activity, pursuant to Appendix H, Applicant Screening Criteria Guidelines. MPHA is a Drug Free Public Housing Zone. Refer to definition in Part I;
6) Fraud in connection with any Federal housing assistance program;
7) Eviction, lease termination or a vacate after the service of an eviction or a lease termination from housing or termination from residential programs for the last three years from the date that MPHA conducts the initial screening interview to process the application and throughout the application process. For the purposes of this section, an eviction will be considered if it results in a judgment against the applicant. MPHA may consider the date and circumstances;
8) Evicted from a 1937 Housing Act Program because of a drug-related criminal activity are ineligible for admission to public housing for a three-year period from the date of eviction.
9) Eviction, lease termination or a vacate after the service of an eviction or a lease termination from assisted housing for any drug related criminal activity for the last three years from the date that MPHA conducts the initial screening interview to process the application and throughout the processing period. For the purposes of this section, an eviction will be considered if it results in a judgment against the applicant.
10) Any material misrepresentation relevant to the application process discovered at any time prior to signing the lease;
11) Failure to cooperate with MPHA in completing the application process;
12) Failure to provide written, accurate, current, objective, and verifiable information regarding income, assets, family composition, childcare, alcohol abuse, illegal drug use or criminal activity;
13) Failure to supply requested documents or fingerprints as required by the application process;
14) Threatening, abusive or violent conduct towards an MPHA employee, applicant, or Tenant;
15) Currently or previously being trespassed from any MPHA property for the last three years;
16) Inability to have gas and/or electric service connected in the name of the applicant head of household for MPHA units with tenant paid utilities.
17) Having an active bench warrant.
18) Except for #14 and #15, an arrest or conviction is not required.

E. Other reasons to deny admission or qualifications for admission include:

1) MPHA must deny admission if MPHA determines that any household member has been convicted of manufacturing or producing methamphetamine on the premises of any federally assisted housing or is subject to a lifetime registration under a state sex offender registration program. Denial of admission for either of these reasons is not eligible for an Informal Hearing.
2) Former MPHA tenants whose lease was terminated or who vacated after the service of a lease termination, for any reason by MPHA shall establish for at least five years from the date of the move out that the applicant was not involved in any activity that was a factor or reason for the lease termination.
3) All applicants shall provide at least 24 months of their most recent consecutive residential history. Residential history may include but is not limited to: independent living; rental or ownership; shared residency; institutionalization group living; emergency shelters; transitional housing; and living with a guardian.
4) MPHA may waive this requirement #2 if the applicant shows that the failure to provide such history is through no fault of the applicant. If MPHA waives this requirement, the applicant must provide two professional reference letters. MPHA will evaluate the veracity and credibility of the reference letters by considering any relevant factor including but not limited to the type of contact between the applicant and letter author, the duration of the contact, whether the contact is related to ability to comply with the lease, and whether the letter is a form letter.
5) Applicant owes MPHA money, except upon documentation that the debt is barred by the applicable statute of limitations or was previously discharged in bankruptcy.
6) MPHA will screen criminal history and fingerprint all applicants electronically. Before making a decision regarding admission, MPHA will provide a copy of the criminal records to the applicant. The applicant will have an opportunity to contest the accuracy and relevance of the records, before MPHA makes a decision, as discussed in Appendix for Applicant Screening Criteria Guidelines.
7) Except as allowed by MPHA’s VAWA Policy and F. below, applicants may not remove a member of the household from the application solely to avoid the denial of the application. See MPHA VAWA Policy.
8) If MPHA has denied admission to an applicant, the applicant may not re-apply for six months from the date of the denial letter.
9) If a Tenant Family vacates a unit after MPHA informs the Tenant of a pending lease termination or eviction, or is evicted, the Tenant Family may not re-apply for three years from the eviction or vacate date. For the purposes of this section, an eviction will only be considered if it resulted in judgment against the applicant.

F. In the event of the receipt of unfavorable information with respect to an applicant, including any evidence of illegal drug use, MPHA will consider the nature, severity and recency of the applicant's conduct and may consider factors which might indicate a reasonable probability of favorable future conduct or financial prospects, such as:

1) Written documentation of the successful completion of a drug or alcohol rehabilitation program and six months of successful residential history after rehabilitation.
2) Objective, written, and verifiable evidence of the applicant family's participation in or willingness to participate in social service or other appropriate counseling services and the availability of such services.
3) Objective, written and verifiable evidence of successful modification of previous disqualifying behavior.
4) Objective, written and verifiable evidence that unfavorable information regarding non-payment of Rent was based on Rent above 30% of the family's income. Objective, written and verifiable evidence that a person who has been involved in disqualifying conduct has not been a member of the household for a reasonable amount of time and the family agrees to trespass that person and enforce the trespass.

5. **QUALIFIED AND UNQUALIFIED APPLICANTS:**

A. MPHA will analyze the verified information provided under Part III and determine the following:

1) Eligibility of the applicant as a family;
2) Eligibility of the applicant with respect to income limits for admission;
3) Eligibility of the applicant and family members who are at least six years of age with respect to documenting Social Security Numbers;
4) Qualification of the applicant with respect to the Tenant Selection Criteria located in Requirements for Admission; and
5) Eligibility as a U.S. Citizen or having eligible non-citizen status, including mixed family status.

B. MPHA shall promptly notify applicants who are eligible and qualify under the Tenant Selection Criteria and give an estimate of time as to when a unit may be offered.

C. MPHA shall promptly notify applicants who are ineligible and/or unqualified in writing of the basis for the determination.

Applicants who are unqualified because they do not meet the screening criteria will have an opportunity to request an informal hearing before a Hearing Panel to contest the denial determination. The applicant must submit a written request for an informal hearing within 10 working days of the date of the denial letter.

The applicant should address the request to:

MPHA
Attn: Manager of Leasing, Occupancy and Compliance
1001 Washington Ave N
Minneapolis MN 55401

If the applicant does not timely request a hearing, the applicant waives the right to an informal hearing and may waive the right to further judicial review.

D. **Informal Hearing**: An applicant who was denied housing may ask for an informal hearing.

1) A hearing panel of two MPHA Tenants and an uninvolved staff member will conduct the hearing.
2) The applicant has a right to:
    a) have counsel or another representative at applicant's expense;
    b) give evidence and oral argument;
    c) refute MPHA evidence;
    d) question witnesses; and
    e) the opportunity to look at MPHA's applicant file or other documents that MPHA may rely upon and request a copy of these documents at their expense.
3) The panel will decide the case solely on the facts presented at the hearing.
4) MPHA will notify the applicant within ten working days of the hearing panel's decision.
5) If the applicant does not attend the scheduled hearing, the hearing panel may decide that the applicant has waived the right to a hearing.
6) MPHA is not bound by a hearing decision that is contrary to HUD regulations or requirements or is contrary to federal, state, or local law, ordinance, or the requirements of the annual contributions contract between HUD and MPHA. In such cases, MPHA's Board of Commissioners will review the matter within the next two Board Meetings. MPHA will notify the applicant of the date of the Board review and will send the Board decision to the applicant within ten days of the date of the review.
7) If the applicant does not like the hearing panel or Board of Commissioners' decision, the applicant may ask for judicial review as the law provides.
8) If an applicant presents a request for reasonable accommodation at the informal hearing, the hearing will be rescheduled until MPHA responds to the request. Please refer to the Reasonable Accommodation Policy.
9) If an applicant presents a request for VAWA at the informal hearing, the hearing will be rescheduled until MPHA responds to the request. Please refer to the Violence Against Women Act Policy.
10) As provided by the Applicant Hearing Rules either party may make an audio recording of the hearing. Video recording is not permitted.

6. **LANGUAGE SERVICES:** MPHA will comply with its Limited English Proficiency Policy in providing language services to applicants. Please refer to the LEP plan.

## VERIFICATIONS

1. The Head of Household of the family, Co-head of Household of the family, and any additional adult members of the family will sign a completed application. MPHA will review the application to determine:
    A. eligibility and qualification;
    B. Rent;
    C. size of dwelling unit; and
    D. preference factors.

    At MPHA's request, applicants shall provide written, objective, and verifiable proof of any of statements. MPHA will require third party verification of changes in family composition.
2. The Family Head and other adult family members shall sign a HUD approved release and consent form authorizing any depository, private source of income or any government entity to furnish or release requested information to MPHA and HUD. Any adult member of a household who claims no income, is federally employed, or receives income through self-employment, including but not limited to taxicab drivers, interpreters and tutors shall provide accurate and complete copies of federal and state income-tax forms and shall sign a release for MPHA to receive a copy of federal and state tax forms.
3. All adult members of the household and applicant family must sign appropriate releases at the application interview. MPHA may deny admission if the adult members do not sign the releases. The releases will include the purpose of the inquiry and the release statement.
4. MPHA will verify all income, assets, and each applicable deduction, allowance, or exemption at the time of admission and at each subsequent reexamination. MPHA will verify income by:
    A. using the Enterprise Income Verification System

    If the Applicant or Tenant disputes the information, or if the Income Report does not contain any employment and income information, MPHA will attempt the next lower level verification technique, as noted in the below:

    B. Third Party Written, including Applicant or Tenant provided Third Party Written
    C. Third Party Written Form
    D. Third Party Oral
    E. Self-Certification Documents

    Third party written includes documents received from the Tenant Family originated by a third party, and may include benefit checks, employment checks stubs, income tax returns, benefit award letters, savings and checking account statements, estimated market value of real estate from tax statements, United States Savings Bond redemption values, or other relevant documents. MPHA staff will allow two weeks for receipt of a third party written verification forms and will attempt a third party oral verification before accepting self-certification documents. Self-certification documents a written statement from the Applicant or tenant regarding income or the value of assets. For asset income verification MPHA will only seek third party verification when the total value of all assets is over $50,000. MPHA may review documents to determine asset values.

5. Sources of information may include, but are not limited to, the applicant landlords, employers, family social workers, parole officers, court records, drug treatment centers, clinics, physicians or police departments or others depending upon the circumstances.
6. Applicants who claim a disability status, as defined in Section 223 of the Social Security Act section 102 (7) or the Developmental Disabilities Assistance and Bill of Rights Act, but do not receive Social Security benefits, a qualified medical practitioner will provide a medical certification of disability. The receipt of veterans' benefits for disability does not establish disability status for allowable deductions.
7. MPHA will also verify and document in the applicant or tenant file:
   A. Age of family members, or student status when necessary to support claimed deductions.
   B. Preference status.
   C. Non-economic selection criteria. (See Requirements for Admission Policy).
8. MPHA must receive all verifications no more than 90 days prior to the initial lease date and reexamination effective date to ensure that current and accurate data are being used in calculating Rents, eligibility, and qualification.
9. MPHA will verify all changes reported in income, which affect Rent between admission and reexamination as provided in 4, 5, 6 &7 above.
10. When an applicant or tenant reports annual income that appears to be less than adequate for the family's needs, or less than the amount of income benefits that the family appears to be eligible for such as MFIP, TANF, welfare, unemployment compensation, child support, MPHA will verify the absence of the income.
11. An applicant or tenant’s failure to provide written, accurate, current, objective, and verifiable information regarding income, assets, family composition, childcare, alcohol abuse, illegal drug use or criminal activity is grounds for denial of admission or termination of the MPHA lease.

## PREFERENCES

1. MPHA has adopted preferences, which apply to applicants who are otherwise eligible for admission at the time they are applying for assistance. All applicants will be notified by MPHA regarding the tenant selection preferences and given an opportunity to show that they qualify. MPHA will not place any family on the waiting list that does not have a preference. Family applications will be processed based on date and time of the application and not the number of preference points. Highrise applications will be processed based on the date and time of the application and the number of preference points. MPHA reserves the right to limit the number of Applicants placed on the waiting list based on preference points and sound management practices.
2. **HIGHRISE UNIT PREFERENCES**: a Highrise Applicant head of household may qualify for one of the following preferences:
    A. The Applicant is Elderly or at least 62 years old (40 points);
    B. The Applicant is Near Elderly or between ages of 50 and 61 years old (35 points);
    C. The Applicant is disabled (30 points);
    D. The applicant is a U.S. Veteran as defined in Part I (5 points).
3. **FAMILY HOUSING UNIT PREFERENCES:** Applicants for a Family Housing Unit may qualify for the preference below:
    A. The applicant is a U.S. Veteran as defined in Part I.
4. MPHA will verify preferences during the application process. Once MPHA has verified an applicant's qualification for a preference, MPHA will not require the applicant to provide information to verify such qualification again unless:
    A. MPHA determines re-verification is desirable because six months have passed since the last verification; or;
    B. MPHA has reasonable grounds to believe that the applicant no longer qualifies for a preference.
5. MPHA will not deny a preference to an applicant for which the applicant qualifies, because the applicant is residing in assisted housing. MPHA will consider the actual condition of the housing unit and the possibility of involuntary displacement resulting from domestic violence.
6. If MPHA filed an eviction or terminated a lease of any member of the applicant family for any reason, the applicant or applicant family does not qualify for the 4.A. preference above.
7. If any member of the applicant family is a person who was evicted during the last three (3) years because of drug-related criminal activity from a housing assisted program under a 1937 Housing Act Program, MPHA will not give a preference to that applicant or applicant family.
8. If MPHA determines that an applicant does not qualify for a preference claimed, MPHA will give the applicant notice of that determination and the reasons for the determination. If the tenant was placed on the waiting list based on having a preference, and MPHA determines at the time of initial interview that they do not, MPHA will withdraw the application.

9. Notwithstanding any other provision to the contrary, MPHA may house up to 300 households per year, who are otherwise qualified and eligible, in the general occupancy buildings based solely upon date and time of the application.
10. Notwithstanding any other provision to the contrary, MPHA will process the application of persons who are otherwise qualified and eligible and will accept a general occupancy studio apartment or a unit in a general occupancy building with an occupancy rate less than 97% based solely upon the date and time of the application. Approved applicants who do not accept such a unit will be withdrawn.

    Applicants who are housed based under this paragraph may not request a transfer for 3 years, except when:

    A. a change in circumstances occurs after the tenancy and the change did not exist in any form prior to the tenancy and;
    B. MPHA determines that the tenant is not attempting to circumvent preferences or the wait list.
11. Notwithstanding any other provision to the contrary MPHA may accept applications and house MPHA staff who have passed the prescribed probationary period and are otherwise qualified and eligible without regard to preference. To apply for a Family Housing Unit staff must have dependents.
12. Notwithstanding any other provision to the contrary MPHA may accept applications and house families who are otherwise qualified and eligible for a Special Housing Program, without regard to preference. MPHA will offer one unit in the designated Special Housing Program locale. If MPHA determines that the tenant has gained admission or remained in occupancy because of the tenant's misrepresentation of the need for or intent to participate in a Special Housing Program, MPHA may terminate the lease.
13. An applicant head of household who is displaced due to a federally declared disaster or a local disaster, as determined by the Executive Director, will have a disaster preference. MPHA will offer one unit to an applicant who is approved for public housing. If the applicant rejects the offer, MPHA will put the applicant on an open wait list without the disaster preference or deny admission if the wait list is closed.
    A. In both instances, the MPHA Executive Director will declare the disaster preference to be in effect and the length of time that the preference will be available to displaced applicants.
14. Notwithstanding any provision to the contrary, MPHA will house applicants needing the amenities of an accessible unit in a vacant ready accessible unit without regard to preference, who is otherwise qualified and eligible.

## WAITING LIST ASSIGNMENT PLAN AND DESIGNATION OF BUILDINGS

1. **TAKING APPLICATIONS:**

   A. MPHA at its discretion will determine when and where to accept applications. When opening the waiting list after being closed for a period of time, MPHA will advertise the specifics of how to apply. MPHA may accept applications, when the waiting list is closed, for special programs including but not limited to elderly designation, assisted living, the brain injured, and epilepsy programs for the highest preference categories, MPHA eligible staff and NAZ families.

2. **WAITING LISTS:**

   A. MPHA will assign each applicant to an appropriate applicant waiting list, based on date and time of application, area choice and applicable preferences as outlined in the Occupancy Standards and Lease Add-Ons Policy.

   B. MPHA maintains three separate waiting lists.

      1) A highrise waiting list for Elderly and Near-Elderly applicants eligible for admission to an elderly designated building. MPHA will offer units in 4 areas of choice. Applicants may choose up to four areas. The areas are: North, Northeast, South and Southwest. A list of units in each area is available on MPHA's website (www.mplspha.org) or upon request. Offers will be made based on available units, see below.

      2) A highrise waiting list for all applicants eligible for admission to a highrise General Occupancy building. MPHA will offer units in 4 areas of choice. Applicants may choose up to four areas. The areas are: North, Northeast, South and Southwest. A list of units in each area is available on MPHA's website(www.mplspha.org) or upon request. Offers will be made based on available units, see below.

      3) A family waiting list for applicants with Dependents who are eligible for a Family Housing Unit. The family waiting list is organized by bedroom size.

   C. MPHA will withdraw an applicant from the waiting list when:

      1) the applicant requests withdrawal, except after the applicant has been notified of the denial of their application;

      2) the applicant fails to advise MPHA of their continued interest during a waiting list update;

      3) MPHA has not received a timely response after one MPHA documented inquiry;

      4) mail properly addressed to the applicant's last known address is returned to MPHA; or

      5) the applicant fails to timely provide, or sign requested documents or to attend scheduled meetings.

   D. An applicant who is withdrawn from the waiting list is not entitled to a grievance but may request reinstatement for up to one year after the first withdrawal.

   E. MPHA will not reinstate any applicant on the waiting list who was withdrawn twice or who was withdrawn for a period of one year.

3. **INCOME TARGETING**: At least 40 percent of families admitted to MPHA's public housing units will be extremely low-income families.

4. **DECONCENTRATION OF POVERTY UNIT OFFERING**:

   A. MPHA will strive to house higher income families in lower income communities and lower income families in higher income communities as required by 24 C.F.R. § 903.

   B. The elderly designated buildings, Family Housing Units, handicapped accessible units and special or assisted living program units or applicants for the programs in general occupancy buildings are exempt from the deconcentration plan.

   C. MPHA buildings or units which are not exempt are divided into three groups based on the average tenant income. The Established Income Ranges for the three groups are:

      1) where the average is above 115% of the MPHA area-wide average tenant income.

      2) where the average is between 85% and 115% of the MPHA area-wide average tenant income or below 30% of the area median.

      3) where the average is below 85% of the MPHA area-wide average tenant income. Where applicable in Family Housing Units, the average tenant income will be measured based on bedroom size.

5. **UNIT OFFERING POLICY:**

   A. In offering a unit to an approved applicant MPHA may consider the size of the family, vacancies, the scarcity of units for large families, preferences, factors such as acceptance into a program listed in Appendix E and the date and time of the application.

   B. If the applicant is unable to see the unit within the prescribed time period, the Manager or Supervisor of Leasing, Occupancy and Compliance may grant additional time based upon reasonable cause. After seeing an offered unit, the applicant must notify MPHA of the acceptance or rejection of the unit no later than the second working day. If the applicant does not notify MPHA of a decision to reject or to accept the unit by the second working day, MPHA will deem the offer rejected.

   C. **Family Housing Units:**

      1) The Executive Director in writing may suspend the Family Unit Offering Policy when the occupancy rate is less than 97% for Family Housing Units.

      2) MPHA will offer Family Housing Units based on a unit's vacate date and the applicant's suitability for the unit. The unit with the oldest vacate date is offered first.

      3) MPHA will offer a unit to an applicant for a Family Housing Unit. If the applicant declines the unit, the applicant will be offered a second unit. If the applicant declines the second unit the Applicant's name will be removed from the waiting list.

      4) MPHA may offer an additional unit to an applicant family who has declined two units when the applicant makes a request in writing for an additional

offer, within 5 working days of the showing, based solely upon the following reasons:

a) The first offered unit is not accessible to the applicant's employment or job training site;
b) The first offered unit is not accessible to their daycare or special education facility for their child;
c) The first offered unit is not accessible to the medical or other support service necessary to the applicant's ability to be lease compliant, where such support service is a) provided by a limited number of agencies, b) does not provide citywide transportation services and the applicant cannot use public transportation services.

D. **Highrise Units**:

1) MPHA will offer two highrise units to an applicant for a highrise unit. If the applicant declines the two offers, MPHA will remove the applicant from the waiting list. The applicant may not reapply for one year running from the date of last rejection.
2) MPHA will offer highrise units excluded from the Deconcentration Plan based on vacate date and the applicant's suitability for the program or unit. The unit with the oldest vacate date is offered first.
3) MPHA will offer General Occupancy highrise units to approved general occupancy applicants in a manner that will promote Deconcentration.
4) MPHA will offer a unit in a development where the average income is below the Established Income Range, and visa and versa, to approved general occupancy applicants. If the approved applicant refuses the first unit offer, which is based on the deconcentration goals, MPHA will offer a unit based on the vacancy rate.
5) MPHA offers the unit that has been ready to rent the longest, and does not have a current pending offer, to an approved applicant based on date and time of the application, preference points and area choice. The applicant could receive a second unit offer of the unit that has been ready the next longest, that does not have a pending offer. Depending upon the number of vacancies, MPHA may, on a monthly basis, divide the General Occupancy highrises into three approximately equal groupings based upon the number of vacancies. The three groups are:
   a) those with the largest number of vacancies;
   b) those with a medium number of vacancies; and
   c) those with the fewest number of vacancies.

   MPHA's second unit offer will be in a building with the highest vacancy rate.
6) One-bedroom units at 1515 Park Ave, 1225 8$^{th}$ St S, and 1212 9$^{th}$ St S will be offered to Tenants who are lease compliant and have lived at one of those buildings for at least three years and who want to transfer from a studio unit.

One-bedroom units will be offered based on move-in date, with the tenant who has lived in their current studio unit the longest receiving the first offer. A resident in a studio will be offered 1 unit. If they decline the unit, their name will be placed at the bottom of the transfer list and the offer date will serve as the new priority date.

7) MPHA may offer an additional unit to an applicant for a Highrise Building when the applicant makes a request in writing for an additional offer, within 5 working days of the showing, based solely upon the following reasons.

   a) The first offered unit is not accessible to the applicant's employment or job training site;
   b) The first offered unit is not accessible to their daycare or special education facility for their child;
   c) The first offered unit is not accessible to the medical or other support service necessary to the applicant's ability to be lease compliant, where such support service is:
      (1) provided by a limited number of agencies,
      (2) does not provide citywide transportation services and the applicant cannot use public transportation services, or
   d) other good cause as determined by MPHA.

## OCCUPANCY STANDARDS AND LEASE ADD ONS

1. **PROVISIONS APPLICABLE TO ALL TENANTS**

A. MPHA has established occupancy standards to prevent overcrowding and the underutilization of MPHA's housing resources. Within the occupancy standards MPHA may consider the size of the family, the family composition, vacancies, integrity of the waitlists, the scarcity of units for large families, and disability, ill health, and age factors in assigning a unit.

B. The minimum and maximum occupancy limits for each size and type of unit is as follows:

| Bedrooms Per Unit/Unit Size | Minimum Number of Persons | Maximum Number of Persons |
|---|---|---|
| 0 Bedroom | 1 Person | 2 Persons |
| 1 Bedroom | 1 Person | 2 Persons |
| 2 Bedroom | 2 Persons | 4 Persons |
| 3 Bedroom | 3 Persons | 6 Persons |
| 4 Bedroom | 6 Persons | 8 Persons |
| 5 Bedroom | 8 -12 Persons | |
| 6 Bedroom | 10 or more Persons | |

C. Adult lease add-ons are subject to the same selection process as any applicant except that MPHA may waive verification of residential history. A lease add-on applicant who is denied admission based on screening criteria may request an informal hearing as any other applicant through the Leasing, Occupancy and Compliance Department. Only the lease add-on applicant can grieve denial based on the results of the lease add-on's applicant screening. A Tenant may grieve a denial of a lease add-on to the Tenant's Family when the denial is based on the Tenant's failure to comply with the Lease. A Tenant may not grieve the denial of a lease add-on to initiate or negotiate policy changes, such as occupancy standards or because MPHA has imposed a moratorium.

D. MPHA will approve lease add-ons only:

1) When the family has lived in the unit for three years, except for the addition of minor dependents, or a spouse, unless MPHA was informed of the potential addition on the application.

2) When the tenant family has been Lease Compliant for at least one year or the duration of the tenancy if less than one year; and

3) If the tenant does not owe any Rent, security deposit or other charges on their monthly statement, and is not on a retroactive Formal Repayment Agreement or owe Retroactive Rent due in part or in total to the fault of the tenant.

E. Notwithstanding any other provision to the contrary, a former public housing Tenant or Other Adult who was removed from any lease or unit subsidized by MPHA, will not be approved as a lease add-on or a Registered Guest (as defined in the Lease) for three years after the date of removal.

F. The Head of Household will sign a new lease or lease addendum for each lease add-on.

G. Every lease add-on will:

1) provide a social security card per Requirements for Admissions;
2) be a U.S. Citizen or National or have eligible noncitizen status as defined in part I;
3) provide a completed and signed 214 Status Form;
4) sign consent authorization documents and release of information forms when the lease add-on is 18 years or older.
5) provide a valid State issued picture ID that includes the date of birth, or another acceptable picture ID with a birth certificate when the lease add on is 18 years or older.

H. In addition to complying with paragraph F, for every addition of a minor to a lease within the occupancy standards, the tenant will provide proof of custody as evidenced by:

1) a birth certificate;
2) legal proof of adoption;
3) a court order;
4) a delegation of powers of a parent under Minn. Stat. 524.5-211;
5) written permission of the parent or other person having custody of the child; or
6) if none of the above documents are available, reliable, accurate, and objective third-party verification of custody.

I. If MPHA denies the request to add a minor to the lease for reasons not related to MPHA's occupancy standards, the tenant has the opportunity to request the grievance procedures as provided by the Tenant Grievance Policy.

J. If the Head of Household dies leaving minor children in the unit and if requested, MPHA may consider a new Head of Household for the unit. The new Head of Household must be eligible for admission like any other applicant.

K. If any part of the SOP conflicts with this section of the SOP, this section shall control.

2. **<u>HIGHRISE UNITS</u>**

A. The maximum number of persons on a studio or one-bedroom highrise lease is two. MPHA will not put more than two persons on any highrise lease except when a tenant applies and qualifies for a transfer to a Family Housing Unit.

B. In a one-bedroom unit MPHA may approve in writing a maximum of four persons including the tenant to be on the lease when the tenant qualifies for a transfer to a Family Housing Unit. The four persons including the tenant shall be limited to two minors and two adults or one adult and three minors.

C. In a studio unit MPHA may approve in writing a maximum of three persons including tenant to be on the lease when the tenant qualifies for a transfer to a Family Housing Unit. The three persons including tenants shall be limited to two adults and one minor or one adult and two minors.

D. A highrise tenant may qualify for a transfer to a Family Housing Unit when MPHA determines the following:

1) The tenant is not trying to circumvent the family waiting list; splitting up a family in order to add some members to the highrise lease will be considered circumventing the waiting list.

2) The family has been Lease Compliant for at least one year or the duration of the tenancy if less than one year and remains Lease Compliant until the transfer;

3) the tenant does not owe any Rent, sales and service charges, security deposit, and does not owe Retroactive Rent or is not on a Retroactive Rent Formal Repayment Agreement due in part or in total to the fault of the tenant; and

4) the tenant produces evidence that all minors and adults are permanently using the unit as their sole and principal place of residence. Such evidence may be a marriage certificate, domestic partner registration, birth certificate, legal proof of adoption, a court order, school, work, or other records verifying the address of the person, written permission of the parent or other person having custody of the minor, or other reliable, accurate and objective third-party verification.

E. MPHA may at any time, depending upon the availability of Family Housing Units and other sound management practices, place a moratorium on placing highrise tenants on the Family Housing Unit transfer list.

F. When MPHA approves an adult lease add-on, the Head of Household must remain in the unit for three years after the adult is added to the lease. If the Head of Household vacates public housing for any reason, except death, before the three-year period ends, the whole household will have to vacate unless there is a Co-Head of Household remaining in the unit. If the entire household does not vacate, MPHA will terminate the lease. MPHA will not transfer the person added to the lease to a separate unit within that three-year period. If MPHA initiates a transfer the whole household will transfer together. In addition, persons in such households may not transfer to another unit without the Head of Household for three years.

3. **FAMILY UNITS**

A. Family Housing Units are for exclusive use by adults with Dependents. If a family does not have a Dependent approved in writing by MPHA to stay in the unit or to be added to the lease, the household members shall transfer to a highrise unit, vacate the unit or be subject to a lease termination. Households will not be guaranteed separate units and will be housed in accordance with the Occupancy Limits and the availability of the units. See Occupancy Standards and Lease Add-Ons.

B. If MPHA has told a family who is over-housed to transfer to a smaller unit, the addition of a minor will not prevent the transfer unless the tenant produces evidence that all minors are permanently using the unit as their sole and principal place of residence. Such evidence may be a birth certificate, legal proof of adoption, a court order, school records, Delegation of Parental Authority, written permission of the parent or other person having custody, verifying the address of the minor, or other reliable, accurate and objective third-party verification. Such evidence may also include whether the Head of Household has permanent custody of the minor. Any such single document may not be determinative to show that the minor is permanently using the unit as their sole and principal residence.

C. When the addition of a person to the lease will result in a family being underhoused, the tenant shall produce evidence that all persons are permanently using the unit as their sole and principal place of residence. MPHA may consider such evidence as a marriage certificate, domestic partner registration, birth certificate, legal proof of adoption, a court order, school, Delegation of Parental Authority, written permission of the parent or other person having custody, work or other records verifying the address of the person, or other reliable, accurate and objective third-party verification before MPHA will transfer the family. Such evidence may also include whether the Head of Household has permanent custody of the minor. Any such single document may not be determinative to show that the person is permanently using the unit as their sole and principal residence.

## RENT COMPUTATION AND SECURITY AND PET DEPOSITS

1. MPHA may request income information from a Tenant at any time. The Tenant must provide timely written, accurate, current, objective, and verifiable information.
2. **REDETERMINATION:** As a part of MPHA's Moving to Work initiative tenants may have a reexamination less often than annually but not longer than once every three years. However, these tenants must report any change in source of or addition to income other than the cost of living increases associated with the fixed income source within five working days of the change. MPHA will determine whether a Tenant meets the requirement for less frequent reexamination. MPHA will notify Tenants in advance of each reexamination.
3. **TOTAL TENANT PAYMENT**: At admission and in preparation for their reexamination, each family may select Flat Rent or Income Based Rent. Families who do not timely and properly report their income may not take advantage of the Flat Rent.
   A. **Flat Rent** is available only at the time of admission or the scheduled re-examination and is 80% of the Fair Market Rents (FMR). Flat rate rents will take effect 60 days after the change in the FMR. MPHA will give a 30-day advance notice of the rent change.
      1) At the time of admission and the annual reexamination, MPHA will provide to a Family a letter stating:
         a) That the Family has the option to select Flat Rent or Income Based Rent.
         b) The amount of Flat Rent.
         c) That a Family who selects Flat Rent will go through the income reexamination process every three years rather than every year unless their income goes down or the Flat Rent increases to where the calculated rent is less than the Flat Rent.
         d) A Family on Flat Rent does not receive a utility allowance.
         e) That the Family must sign and return a certification to receive Flat Rent.
         f) If the Family does not choose Flat Rent, the Income Based Rent will be charged.
      2) Financial Hardship and Retroactive Flat Rent
         a) Families who select Flat Rent may request a reexamination and return to Income Based Rent at any time due to a financial hardship which exists when:
            (1) The family's income has decreased; or
            (2) The family's expenses such as childcare or medical care have increased;
         b) If the family does not timely elect the Flat Rent and the Income Based Rent is higher than the Flat Rent, MPHA will, with the Supervisor of Leasing, Occupancy and Compliance's approval, retroactively apply the Flat Rent a maximum of two rental periods prior to the tenant's request if the tenant timely reported an increase in income.
   B. **Income Based Rent:** The total tenant payment is equal to the highest of:
      1) Thirty percent of monthly Adjusted Income (refer to definition in Part I), rounded to the nearest dollar;
      2) Ten percent of monthly Annual Income (refer to definition in Part I), rounded to the nearest dollar;
      3) If the family is receiving government welfare assistance and the assistance is adjusted because the family is receiving subsidized housing, MPHA will use the lesser amount as income.

C. **Over Income:** When a Tenant Family is Over Income for 12 consecutive months, MPHA will notify the Tenant Family that if the income continues to exceed the Over Income Limit for 12 additional months (24 months total). The Tenant Family will be required to vacate, or the Lease may be terminated.

D. **Minimum Rent:** Is not based on income and is $75.00 per month. This would not apply to households in which all members are either elderly and/or disabled, and whose sole source of income is Social Security, SSI or other fixed annuity pensions or retirement plans. Those households would continue to pay 30% of their adjusted gross income.

**Hardship Exemption**: A tenant may request a hardship exemption from paying Minimum Rent.

1) If the tenant requests a hardship exemption, MPHA will suspend the Minimum Rent beginning the month following the family's request and until MPHA determines whether the hardship exists or is temporary or long-term.
2) A hardship exists when the Tenant Family is unable to pay Minimum Rent because:
    a) The Tenant Family has lost eligibility for or is waiting for an eligibility determination for a Federal, State, or local assistance program. This may include a family whose member is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for Title IV of the Personal Responsibility and Work Opportunity Act of 1996;
    b) The Tenant Family would be evicted because it is unable to pay the Minimum Rent;
    c) The income of the Tenant Family has decreased because of changed circumstances, including loss of employment; or
    d) A death has occurred in the Tenant Family.
3) If MPHA determines that there is no qualifying hardship, MPHA will reinstate the Minimum Rent and the suspended Minimum Rent. The tenant shall pay the reinstated and suspended Minimum Rent when billed.
4) A temporary hardship exists when the inability to pay Minimum Rent is due to a qualifying hardship that lasts for 90 days or less. If MPHA determines that the hardship is temporary, the Minimum Rent will not be billed for 90 days from the date of the suspended Minimum Rent. During the 90-day period MPHA will not terminate the lease for the non-payment of Minimum Rent.
   At the end of the 90-day period, the Minimum Rent will be reinstated retroactively to the time of suspended Rent. MPHA will offer a 12-month repayment agreement. If the Tenant does not sign a repayment agreement of up to 12 months, or provide full payment, MPHA will take action to terminate the lease.
5) A long-term hardship exists when the inability to pay Minimum Rent is due to a qualifying hardship that lasts over 90 days. If MPHA determines the hardship is long-term hardship, the family will be exempt from the Minimum Rent requirement, beginning the month following the month of the Tenant Family's request and during the hardship period.
6) Even if a tenant requests a hardship, the tenant will pay 30% of their Adjusted Gross Monthly Income as Rent. The failure to pay the Adjusted Gross Monthly Income as Rent may lead to termination of the Lease.

7) In determining whether a Tenant qualifies for a hardship, MPHA may request and review any relevant documentation including but not limited to:
   a) Income Verifications
   b) Bank Statements
   c) State Wage File Information
   d) Credit Report
   e) Employment Records
   f) Government Assistance
   g) Proof of the Death of a Tenant Family Member
   h) History of Reporting of Income Increases
   i) Income Tax Records
8) MPHA may deny a hardship exemption from paying Minimum Rent if MPHA determines that:
   a) the Tenant Family has or is receiving non-essential goods or services including but not limited to cable or satellite TV, internet services, a motor vehicle, pager, or more than a basic phone service;
   b) the Tenant Family does not accurately and completely complete the documents requested by MPHA to determine if there is a qualifying hardship;
   c) the Tenant Family has not disclosed all of its current or past income to MPHA;
   d) the Tenant Family's loss of income is voluntary or due to misconduct;
   e) the Tenant Family's loss of eligibility of any assistance program is due to the Family's failure to comply with the requirements of that program;
   f) If the Tenant is on temporary or long-term hardship and does not report all income within five working days.
9) The Tenant may use the grievance procedure to appeal MPHA’s determination regarding the hardship. Tenant will not be required to escrow unpaid Rent to access the grievance procedure. See Tenant Grievance Procedures and Appendix on Schedule of Security Deposits.
10) Prior to filing an eviction action in court for failure to pay Minimum Rent, the Executive Director or Deputy Executive Director or a designee shall review the file and determine if the family has requested and qualifies for a hardship exemption or if any other remedial action should be taken on behalf of the family.

4. **<u>ALLOWANCES:</u>**
   A. When an interim Rent increase occurs, MPHA will deduct income so that Income Based Rent is equal to the Flat Rent amount.
   B. Amounts received specifically for a special diet are deducted from income.
   C. Child support payments which are made through a payroll deduction or a reduction in government benefits are deducted from income.
   D. 15% of the gross employment income, when income is timely and properly reported. This allowance will not be deducted for Retro Rent due to Tenant failure to timely and properly report income. 15% will be deducted for future rent.
   E. An amount such that rent will be twenty percent of monthly Adjusted Income (Refer to definition in Part I) rounded to the nearest dollar, for Studio units (zero-bedroom units) at 1710 Plymouth Avenue North and 1707 3$^{rd}$ Ave S;

F. An amount such that rent will be twenty percent of monthly Adjusted Income (refer to definition in Part I) rounded to the nearest dollar for Family Housing Units where five different families have declined the unit.

G. Grants to the Tenant Family as a result of participation in the Income and Child Development in the First Three Years of Life demonstration funded by the United States Department of health and Human Services National Institute of Health to evaluate the whether the unconditional cash payments have a causal effect on the cognitive, socioemotional and brain development of infants and toddlers.

5. **TENANT PAYMENT (RENT):** All Rent, except for Rent-to-Own units, includes gas, electric, water, and sewer, and does not include telephone, cable service, or other such services. The Total Tenant Payment is the amount the tenant pays for Rent.

6. **EXCESS UTILITIES:** In Highrise Building units, tenants using certain appliances such as a freezer or air conditioner will pay a charge for excess utility consumption. In Family Housing units, tenants will pay for excessive usage of water, gas, and electric utilities. See Appendix "B" Monthly Allowed Utility Usage.

7. **UTILITY ALLOWANCE REIMBURSEMENT:** Where a tenant pays their utility costs, and the Total Tenant Payment is less than the utility allowance for the unit, MPHA will pay a utility credit equal to the difference between the utility allowance and the Total Tenant Payment. MPHA may send the utility credit to a utility supplier on the tenant's behalf or with the Tenant's written permission apply the credit to outstanding balances on the tenant's account.

8. **SECURITY DEPOSITS**: Tenants signing an initial lease will pay a security deposit in the amount stated in the Schedule of Security Deposits. Tenants transferring from one MPHA low-rent public housing unit to another MPHA low-rent public housing unit will pay an additional Security or Pet Deposit if the unit to which the Tenant is transferring to has a higher deposit amount. Tenants who paid a deposit prior to the imposition of the current security deposit amount will not pay the difference between the two security deposits.

   At the discretion of MPHA, tenants may pay the security deposits in three monthly installments by signing a deposit payment agreement. If the tenant does not comply with the terms of the deposit payment agreement, MPHA may terminate the lease. MPHA will hold the security deposit until the lease is terminated or the tenant vacates public housing. Upon such termination and vacation, MPHA will return the deposit to the tenant with interest, in accordance with State Law and if:

   A. there is no unpaid Rent or other charges for which the tenant is liable,
   B. the apartment and all equipment are left clean, and all trash and debris were removed,
   C. there is no breakage or damage beyond normal wear and use,
   D. there is no equipment missing, and
   E. the keys to the dwelling are surrendered to MPHA.

9. **PET DEPOSIT**: With MPHA's prior written approval and payment of a pet security deposit of $75 for units without carpet and $150.00 for units with carpet, tenants may have common household pets as defined in the Pet Policy. MPHA will hold the pet deposit until the tenant moves out or no longer keeps a pet in the dwelling unit. MPHA will refund the pet deposit with interest according to State law unless the damage costs to the premises were caused by the pet. Tenants may sign an agreement to pay the pet deposit in three monthly payments. If the tenant does not comply with the agreement MPHA may terminate the lease. See Pet Policy.

## TENANT TRANSFER

1. MPHA has eight types of tenant transfers from one MPHA dwelling unit to another MPHA dwelling unit. Tenant initiated requests for transfer must be submitted in writing to the Property Manager. Tenants requesting convenience, management, elderly designated, or occupancy transfers must be Lease Compliant for at least one year, at the time of the request and at the time of the transfer, to be considered for a transfer, this includes being current on the payment of Rent and other charges. Where appropriate Section 8 Vouchers may be used to expedite needed transfers.

    A. A family transferring from one MPHA low-rent public housing unit to another is not subject to a reexamination of family size and income and redetermination of Total Tenant Payment unless the reexamination schedule for the project to which the family is transferring would cause an excess of 12 months to elapse between the family's regular reexamination.

        A tenant family that transfers from public housing to another MPHA program will undergo an examination of family size and income and the TOTAL TENANT PAYMENT will be redetermined. The tenant family transferring to public housing from any Section 8 Program will meet all requirements for admission to public housing including the screening process as outlined in the Requirements for Admission.

    B. MPHA will inform transferring tenants that the units they vacate must be left clean and undamaged. MPHA will charge the tenant for the cleaning and repair of the vacated unit. MPHA will inspect the tenant's current unit prior to approval of a transfer request. MPHA will not approve a transfer if the tenant has caused damage to their current unit due to negligence or misuse. Also, management may consider lease termination based on the damage due to negligence or misuse and will charge the tenant for any extraordinary cleaning or repair work performed by MPHA.

    C. If the tenant is transferring to a unit where the tenant is responsible for payment of utilities, the tenant must provide verification that their previous utility accounts are paid or that the tenant has made acceptable arrangements with the utility company so that the tenant can receive service at the new address in the tenant's name.

    D. Tenants transferring from one MPHA low-rent public housing unit to another MPHA low-rent public housing unit will pay any additional Security or Pet Deposit if the unit to which the Tenant is transferring has a higher deposit amount.

    E. Tenants who do not vacate the unit they are transferring from within three days, except for transfers to senior designated units, will be charged a holdover fee of $10.00 per day in highrise units and $40.00 per day for Family Housing Units.

    F. A Tenant may not request a transfer for one year after refusal of a suitable unit without good cause.

2. Transfers are prioritized in the following order. The Leasing, Occupancy and Compliance Manager has the discretion to make exceptions to the priorities. Also, all transfer offers depend upon unit availability.

   A. **Emergency**: Emergency transfers are:

      1) due to a natural disaster such as a fire or flood;

      2) due to a hazardous substandard condition which significantly endangers the health or safety of the tenant family (see MPHA lease or fire procedure);

      3) in compliance with MPHA VAWA Emergency Transfer Policy (See MPHA Violence Against Women Act (VAWA) Policy); or

      4) requested by law enforcement agency for a tenant who provided information to a law enforcement agency and the transfer is needed to minimize the risk of reprisal.

      One suitable unit will be offered. If the unit is refused, the emergency transfer will be denied. If the offer is refused for reasons related to the VAWA, another offer will be made. If the tenant refuses an emergency transfer and in the sole judgment of MPHA a hazardous situation exists, the management may terminate the lease. There are no priority rankings among types of emergency transfers; transfers will be based on the availability of another appropriate dwelling unit.

   B. **Modernization/Demolition**: MPHA initiates these transfers when it determines that the unit requires substantial repairs or is scheduled for modernization or demolition. MPHA will offer two suitable offers. If the tenant refuses both offers, does not immediately sign a lease for the transferring unit or does not vacate the unit in three days, MPHA may immediately terminate the lease.

   C. **Reasonable Accommodation**: When MPHA determines that a transfer is appropriate for a disabled tenant as provided in its Reasonable Accommodation Policy. MPHA will offer one suitable unit to the tenant. If the tenant refuses the unit, and MPHA determines that the refusal is not due to or caused by the disability, MPHA will cancel the transfer. MPHA will not transfer a Tenant under this section when a lease termination is pending for a reason unrelated to the disability. See Reasonable Accommodation Policy.

   D. **Reasonable Accommodation Handicapped Accessible Unit**: MPHA will offer an accessible unit to a qualifying disabled tenant who needs the accessibility features as provided in MPHA's Reasonable Accommodation Policy. MPHA will offer one suitable unit. If the tenant refuses the unit, MPHA will cancel the transfer.

      A tenant living in an accessible unit or a unit with special adaptations, who does not need the amenities shall move if an eligible tenant is waiting for that unit. MPHA will offer two suitable offers to the tenant. If the tenant refuses the offer, MPHA may terminate the lease.

E. **Convenience For Non-Disabled Tenants:** This is a transfer due to a medical reason, which does not qualify as a reasonable accommodation under MPHA's Reasonable Accommodation Policy. This kind of transfer does not apply to a transfer from a highrise building to a Family Housing Unit. MPHA may grant the transfer if a medical doctor verifies the medical need for a transfer. MPHA will offer one suitable unit. If the tenant refuses the offer, MPHA will cancel the transfer.

F. **Occupancy:**

**1)** MHOP Transfers**:**

a) MHOP Tenant Families who are over or under housed will have priority to transfer to other MHOP developments when openings occur, provided that the over or under housed MHOP Tenant Family can meet the criteria for the development to which that family is seeking to transfer. If a family meeting these circumstances refuses a transfer to a suitable unit, the MHOP Developer may terminate the tenant's lease.

b) MPHA will place MHOP Tenant Families that are over or under housed on an MPHA managed MHOP transfer waiting list under the same criteria as MPHA housed families. Prior to transferring to another MHOP property, the MHOP Tenant Family must meet the respective property's Requirements for Admission and Tenant Selection Criteria. If a family meeting these requirements refuses a suitable unit, the Owner/Agent may terminate the tenant's lease.

c) MHOP Tenant Families who are over housed and require a one bedroom or studio unit will be placed on MPHA's transfer waiting list under the same criteria as MPHA housed Tenant Families. Prior to the transfer to an MPHA managed property the MHOP Tenant Family must meet MPHA's Requirements for Admission and Tenant Selection Criteria. If a family meeting these circumstances refuses an MPHA unit, the MHOP Owner/Agent shall terminate the tenant's lease.

2) MPHA Transfers:

a) MPHA will offer one appropriate unit based on the unit size needed and the date of the approval of the transfer. MPHA may make an additional offer based solely on the fact that the unit previously offered would place a hardship on the family because the location is not accessible to the family's employment, job training, daycare, child's educational facility, or medical or support services. To qualify for a transfer:

(1) the Tenant Family must have been Lease Compliant for at least one year or the duration of the tenancy if less than one year and remain Lease Compliant until the transfer;

(2) the Tenant Family may not owe any Rent, sales and service charges, security deposit, and does not owe Retroactive Rent or is not on a Retroactive Rent Formal Repayment Agreement due in part or in total to the fault of the Tenant Family.

(3) These transfers occur when at the time of the scheduled reexamination the permanent size of the Tenant Family is less than the minimum or more than the maximum number of persons permitted for that unit as described in Occupancy Standards and Lease Add-Ons or when there is a valid reason to separate a household and the Tenant Family Members have lived together in MPHA housing for more than 5 years. A Tenant Family with Dependents who are under housed by one-bedroom size may stay in the unit if MPHA determines that it will not cause undue wear and tear.

b) The priority of Occupancy Transfers is as follows:

(1) Separation of Household

(2) Transfers from Family Housing Unit to Highrise

(3) Transfers from Highrise to Family Housing Units

(4) All other occupancy transfers.

c) If a tenant refuses the offer of a unit of the correct size, MPHA may terminate the lease.

G. **Elderly Designated**: Transfers from a general occupancy building to a senior designated building or from a senior designated to a general occupancy building are prioritized by the initial lease date.  Transfers to senior designated buildings are available to Tenants when they become age eligible. Transfers will also be offered to Tenants in an Elderly Designated if they have minors added to the lease. If a tenant refuses an offer the tenant’s name will go to the bottom of the transfer list. If a tenant refuses two offers, MPHA will cancel the transfer.

H. **Management Transfer:**

1) These transfers are for tenants who have been an MPHA tenant for three consecutive years. They will not occur if MPHA’s overall occupancy rate is less than 98%.

2) A tenant may request management to transfer from an efficiency unit to a one-bedroom unit within their highrise building.

3) If the tenant refuses one suitable offer, MPHA will cancel the transfer.

4) One-bedroom units at 1515 Park Ave, 1225 8th St S and 1212 9th St S may be offered to Tenants who are lease compliant and have lived at one of those buildings for at least three years and who want to transfer from a

studio unit. One-bedroom units will be offered based on move-in date, with the tenant who has lived in their current studio unit the longest receiving the first offer. A resident in a studio may be offered one (1) unit, if they decline the unit their name will be placed at the bottom of the transfer list and the offer date will serve as the new priority date.

## LEASES AND LEASE ADDENDA

1. Before signing a lease, the head of the household and all adult members shall attend a Tenant Orientation Briefing. In cases of unusual hardships, the Manager of Leasing, Occupancy and Compliance or designee may permit the tenants to attend the Tenant Orientation Briefing at a later date.
2. The head of household, all adult members and MPHA will sign and date a lease and future leases and all lease addenda except for Rent changes.
3. When a tenant family transfers to another unit, the head of household, all adult members, and MPHA will sign and date a lease for the future unit.
4. The lease will comply with MPHA policies and applicable regulation, law, and ordinances.
5. When MPHA changes the amount of Rent, MPHA will issue a lease addendum to amend the lease. MPHA will provide a copy of the lease addendum to the tenant and put a copy in the tenant's file.
6. MPHA will post the Sales and Service Charge Schedule utilities, fees and rules and regulations which are referred to in the lease in a conspicuous manner in each highrise building and the family AMP office and provide a copy of the same to affected applicants and tenants upon request. MPHA may amend the schedules, rules, and regulations by providing a minimum of a 30- day written notice to each affected tenant of the proposed change, the reason for each change, and the opportunity to present written comments. MPHA will consider the written comments before the change is adopted.
7. When a 30-day written notice is required, MPHA shall:
   A. Deliver or mail the notice to each affected tenant's unit or deliver to the tenant; or
   B. Post the notice in three conspicuous places within each affected highrise building or family AMP office.
8. When the head of household ceases to be a member of the tenant family, the current lease will be voided and the remaining adult tenant family members who are eligible and qualify for continued occupancy will sign a new lease. Adult tenant family members who did not sign the voided lease shall be screened for admission and must meet all eligibility and qualifying requirements.
9. When two or more elderly single persons agree to share a unit, eligibility, qualification, and Rent may be determined separately for each and a separate lease executed with each person unless such persons live as a family with income and assets available for joint use. In the latter case, the two individuals will be regarded as a family and the Rent and eligibility will be based on the joint incomes and assets.

   In case of such joint occupancy of an apartment, each lease should provide that the unit is leased to all occupants as tenants-in-common and that each tenant should have the right to the use and occupancy of the entire apartment in common with his or her co-tenant(s).
10. Tenants shall not receive mail at their unit for any person who is not on the lease except for a live-in aide approved in writing by MPHA. This does not apply to mail from the Social Security Administration to a representative payee for a Social Security recipient.

## REEXAMINATION OF TENANT ELIGIBILITY AND RENT ADJUSTMENTS

1. All adult tenants, whose Rent is not Flat Rent, must notify MPHA in writing of all changes in income, or sources of income within five working days of the change.

2. All adult tenants must notify MPHA in writing of all changes in family composition within five working days of the change.

3. **REEXAMINATION OF TENANT ELIGIBILITY STATUS:**

   A. MPHA must reexamine the status of each tenant family relating to eligibility for continued occupancy, the Rent charged and the household composition, once every three years. However, the initial reexamination after their admission for all families will occur according to the schedule for the development in which they reside.

   MPHA may, at its discretion, fix the time of the next reexamination. MPHA will notify Tenants in advance of each reexamination.

   B. At each scheduled reexamination families will complete a written Application for Continued Occupancy signed by the Head of Household, Spouse, Co-Head of Household, and any adult member of family. The Application will request data and information necessary to enable MPHA to determine: (1) whether the family meets the requirements of eligibility for continued occupancy; (2) the Rent to be charged; and (3) the size of the unit required.

   C. If MPHA determines that a Tenants at the time of reexamination is ineligible or not qualified for failing to meet the requirements for continued occupancy, including the community service requirement (see Community Service Policy), or a breach of the lease, MPHA will provide a written notice of the reasons for the ineligibility and may terminate the lease.

   D. If upon reexamination the tenant family's size or composition has changed so that the dwelling unit occupied by the family does not meet MPHA's occupancy standards for the family size, MPHA may process a transfer request. MPHA will give at least a 30-day notice to the family of the transfer to another unit. Rent changes as a result of a scheduled reexamination of income are effective on the scheduled reexamination due date.

   E. If the tenant has misrepresented to MPHA the facts upon which their Rent is based, so that the Rent being charged is less than what should have been charged, the tenant will owe Retroactive Rent from the date the increase would have become effective. Also, MPHA may propose lease termination.

   F. If MPHA determines the tenant has gained admission or remained in occupancy because of the tenant's misrepresentation of income, assets, family composition, or information related to applicant screening criteria, MPHA may terminate the lease.

4. **RENT ADJUSTMENTS:**

   A. MPHA will adjust Rents at the time of reexamination.

   B. Once the Rent is established, the rate will be effective until the next scheduled reexamination unless there is a decrease in the income; or an increase in non-earned income of 10% or more per month for non-earned income If a Tenant Family has reported a decrease in earned income that resulted in a rent reduction, MPHA will then take into account subsequent increase in earned income. Tenant Family Members must report all changes in income, changes in source of income, or changes in household composition within five days. MPHA will not reduce Rent at an interim reexamination when the tenant has not cooperated with the scheduled re-exam. During an interim reexamination, only the information affected by the changes being reported will be reviewed and verified.

C. If any of the following circumstances occur, MPHA will review and may adjust Rent and income in accordance with the Total Tenant Payment Formula.

1) A loss or addition to the tenant's household whether by birth, death, dissolution of marriage or other circumstances.

2) Receipt of or discontinuance of receipt of welfare assistance.

3) Transfer of a family from one MPHA program to another MPHA program,

4) ~~Completion of an Earned Income Disallowance, and~~ Receipt or discontinuance in any income, and

5) An increase in income that would cause a Rent to increase by 10% or more per month.

D. For tenants that work regular seasonal jobs such as with a school or school district Rent will automatically increase at the end of the off season. If the Rent does not increase at the end of the off season, it is the tenant's responsibility to report to MPHA that their Rent did not increase.

E. **Annualized Income Review**: If it is not feasible to anticipate a level of income over a twelve-month period, the income anticipated for a shorter period may be annualized subject to a reexamination at the end of the shorter period.

F. Tenants or applicants who claim zero income may be subject to reexamination every 90 days.

G. In circumstances where tenant income fluctuates, Rent will be computed based on an average of past amounts. This applies to all adults in the household. MPHA will annualize the Rent of a Tenant at the third interim Rent change. See 24 C.F.R. § 5.609

~~H. Rent credits will be issued for persons who are on temporary leave from work or experience a temporary reduction of income. Temporary leave is defined as more than 30 days and less than 120 days. The Manager or Supervisor of Leasing, Occupancy and Compliance or the Regional Property Manager will approve a credit adjustment for the loss of income~~.

~~I.~~H. MPHA will notify tenants in writing of any change in Rent or payments resulting from an interim reexamination as stated in the lease.

1) An increase in Rent resulting from an interim reexamination is effective the first day of the second month following the date of the actual change in income. If there is a delay in increasing the Rent, the tenant will pay the Retroactive Rent effective the first day of the second month following the increase in income.

2) A decrease in Rent resulting from an interim reexamination is effective on the first day of the month following the date the decrease was reported and when Tenant is

unable to report a loss of income through no fault of their own. When delays in verification are a direct result of the tenant's lack of cooperation or unavailability, the Rent will decrease the first of the month following the receipt of verification.

~~J.~~I. MPHA will not reduce Rent when a Family experiences a reduction in benefits because of welfare fraud or noncompliance with economic self-sufficiency requirements.

5. **VERIFICATION OF TENANT'S STATEMENTS AND INCOME:** (same as in Verifications)

A. Tenants must furnish proof of their statements as required by MPHA to ensure accuracy. At the time of admission and each reexamination, MPHA will verify all income, assets, and each applicable deduction, allowance, or exemption MPHA will verify income by using:

1) Enterprise Income Verification System

If the Applicant or Tenant disputes the information, or if the Income Report does not contain any employment and income information, MPHA will attempt the next lower level verification technique, as noted in the below:

2) Third Party Written, including Applicant or Tenant provided Third Party Written

3) Third Party Written Form

4) Third Party Oral

5) Self-Certification Documents

a) Third party written includes documents received from the Tenant Family originated by a third party, and may include benefit checks, employment checks stubs, income tax returns, benefit award letters, savings and checking account statements, estimated market value of real estate from tax statements, United States Savings Bond redemption values, or other relevant documents. MPHA staff will allow two weeks for receipt of a third party written verification forms and will attempt a third-party oral verification before accepting self-certification documents. Self-certification documents a written statement from the Applicant or tenant regarding income or the value of assets.

b) MPHA will seek third party verification of bank accounts and other assets during the reexamination when the total value of all assets is over ~~$50,000~~the amount determined by HUD. Because banks do not timely provide 3rd party verification for bank accounts and other assets, MPHA will review the official documents provided by Tenants to determine asset values.

c) Social Security amounts may be determined by adding COLA to the last verified amount.

B. The Family Head and other designated family members will execute a HUD approved release and consent form authorizing any depository or private source of income, or any federal, state, or local agency, to furnish or release to MPHA and to HUD information requested by MPHA or HUD. The Family shall directly submit all requested documentation. Requested information or documentation may be required for purposes of determining or auditing a

Family's eligibility to receive housing assistance, for determining the Family's Adjusted Income or Tenant Rent, for verifying related information or for monitoring compliance with equal opportunity requirements.

C. Tenants claiming a disability status as defined in the Social Security Act, or in Section 102 (7) of the Developmental Disabilities Assistance and Bill of Rights Act but do not receive Social Security benefits, a qualified medical practitioner will provide a medical certification of the disability. The receipt of veteran's benefits for disability does not establish a disability status for allowable deductions.

6. **FLAT RENT:** Is available only at the time of admission or the scheduled reexamination. Families who do not timely and properly report their income may not elect flat rent.

A. At the time of the scheduled reexamination MPHA will provide to a Family a letter stating:

1) That the Family has the option to select Flat Rent or Income Based Rent.

2) The amount of the Flat Rent.

3) That a Family who opts for the Flat Rent will go through the income reexamination process every three years, rather than every year.

4) A Family on Flat Rent does not receive a utility allowance.

5) That the Family must sign and return a certification to receive the flat rent.

6) Flat Rent is effective on the first day of the month following MPHA's receipt of the signed certification. If the Family does not choose Flat Rent, the Income Based Rent will be charged.

B. **Financial Hardship and Retroactive Flat Rent**

1) Families who select Flat Rent may request to have a reexamination and return to the Income Based Rent method at any time due to a financial hardship which exists when:

a) The Family's income has decreased because of changed circumstances, including loss or reduction of employment, death in the family, or reduction in or loss of earnings or other assistance; or

b) The Family's expenses such as childcare, medical care, transportation, education, or similar items have increased.

2) If the family does not timely elect the Flat Rent and the Income Based Rent is higher than the Flat Rent, MPHA will, with the Supervisor of Leasing, Occupancy and Compliance's approval, retroactively apply the Flat Rent a maximum of two rental periods prior to the tenant's request if the tenant timely reported an increase in income.

## LEASE TERMINATIONS

1. MPHA may terminate the Lease of a Tenant for being away from the unit for more than 90 days per 12-month period, absent good cause. The new 12-month period begins on the date a resident leaves the unit. Tenants shall give MPHA 10 business days advance written notice when the Head or Co-head of Household may be absent from the unit for more than 30 consecutive calendar days. MPHA will not authorize an absence of the Head or Co-head of Household for more than 90 days per 12-month period.
2. Written notice is required by Landlord or Tenant to end the Lease. The notice must end the lease on the last day of a month and must be received before the first day of that month. For example, to end a lease on April 30, the notice must be received on March 31 or earlier. If the Tenant does not give MPHA a written notice of the intent of vacate Rent will be charged for the full month following the day that MPHA learns the Tenant has moved out. This requirement controls over the Lease to comply with State and Federal requirements for notice to vacate.

3. MPHA may terminate the lease for non-payment of Rent or other good cause. Reasons for a lease termination may include but are not limited to:
   - A. Failure to pay charges on the monthly Rent statement;
   - B. serious or repeated interference with the rights of other tenants or neighbors;
   - C. serious or repeated damage to the leased premises;
   - D. the creation of physical or health hazards;
   - E. serious or repeated violations of the terms of the lease;
   - F. MPHA determines that the tenant has gained admission or remained in occupancy because of the tenant's misrepresentation of income, assets, family composition, or information related to applicant screening criteria, including but not limited to applicant's misrepresentation of the need for or intent to participate in a Special Housing Program;
   - G. a Tenant living in an exclusively Assisted Living building who no longer avails themselves of the services provided;
   - H. any activity that threatens the health, safety or right to peaceful enjoyment of the premises by other tenants, neighbors, or public housing employees;
   - I. the Head of Household being absent from the unit longer than 90 days in a ca12 month period;
   - J. An over income family may continue to reside in a Public Housing property for 24 months; at which time MPHA will terminate the lease. Once the lease termination is mailed to the Tenant Family, the Tenant Family must vacate the Unit within 6 months, whether or not there is a loss of income.
   - K. permitting a person or persons not a member of the Tenant Family to reside in the unit including someone whose application has been denied; or
   - L. drug related criminal activity on or off the premises engaged in by a tenant, a member of the tenant's household, a guest or another person under the tenant's control or any other criminal activity on or off premises.

M. Having assets in excess of the HUD asset limit.

4. If MPHA terminates the lease, MPHA will give written notice as follows:
   A. At least 30 days prior to termination for the non-payment of rent or as required by federal or state law or regulation. (See Table of Contents for Rent Collection Policy).
   B. A reasonable time:
      1) depending on the seriousness of the situation;
      2) when a threat or act against the health or safety of other tenants, guests, neighbors or MPHA's employees or vendors or others exist or when the tenant violates the safety of the premises, or in the case of any drug related criminal of criminal activity; or
      3) for any lease violation for which the tenant is not entitled to the grievance procedure.
   C. Thirty calendar days prior to termination in all other cases.
5. Notice of termination to a tenant shall inform the tenant of:
   A. The reasons for the termination,
   B. whether the tenant has the opportunity to request the grievance procedure; and
   C. the tenant's right to examine documents relevant to the termination.

## TENANT GRIEVANCE

1. **PURPOSE AND APPLICABILITY**

   A. MPHA has established this grievance procedure in compliance with federal regulations. The purpose of the procedures is to permit tenants an opportunity for a hearing if the tenant disputes an MPHA action or failure to act under the tenant's lease with MPHA or federal regulations.

   B. This grievance procedure applies to individual grievances as defined in Section 2. E 1) below, including complaints of a tenant and eviction for cause. The grievance procedure shall not apply to lease terminations for:

      1) non-payment of Rent except to dispute the amount of the Rent charged;
      2) any activity that threatens the health or safety of the premises, Tenant Family, other Tenants, neighbors, employees of MPHA or others;
      3) any drug-related criminal activity on or off the premises;
      4) any violent criminal activity on or off the premises; or
      5) any felony conviction.

   C. Also, the grievance procedure does not apply to:

      1) disputes between tenants that do not involve MPHA;
      2) class grievances;
      3) grievances intended to initiate or negotiate policy changes;
      4) tenants who are denied a lease add-on because of occupancy standards or because MPHA has placed a moratorium upon placing highrise tenants on the Family Housing Unit transfer waiting list;
      5) a tenant who requests a reasonable accommodation or VAWA protection after the Formal Hearing for a lease termination for the purpose of contesting the results of the Formal Hearing, except when MPHA did not properly inform tenant of their right to request the reasonable accommodation or VAWA protection;
      6) the denial of a reasonable accommodation request when MPHA has terminated the lease for any reason under 1 B. 2), 3), 4), and 5) above.
      7) Any claim for monetary damages including but not limited to property or personal injury damages.
      8) issues that have been previously decided in another grievance hearing, judicial proceeding, quasi-judicial proceeding, or administrative proceeding involving the tenant and MPHA.

2. **HUD REQUIREMENTS**

   A. MPHA will adopt a grievance procedure affording each Tenant an opportunity for a hearing on a grievance as described above.

   B. MPHA shall provide at least 30 days' notice to tenants and to resident organizations setting forth proposed changes in the grievance procedure and will provide an opportunity to present written comments. MPHA will consider the comments before adopting any grievance procedure changes.

C. MPHA shall furnish a copy of the grievance procedure to each tenant and to resident organizations.

D. MPHA shall consult with the Minneapolis Highrise Representative Council (MHRC) to compile a list of qualified Hearing Panel members. MPHA will consider recommendations from the MHRC prior to the appointment of a Hearing Panel member.

E. **Definitions**

For purposes of this grievance procedure, the following definitions apply:

1) "Grievance" shall mean any dispute not listed in Sections 1B or 1C which a tenant may have with respect to MPHA’s action or failure to act in accordance with the individual tenant's lease or MPHA policies, which violate the individual's, rights, duties, welfare, or status. Adverse actions may include but are not limited to: lease terminations for cause, transfers for family composition, and imposition of charges for maintenance, repairs, and excess consumption of utilities.

2) “Complainant" shall mean any tenant whose grievance is presented to MPHA.

3) "Element of due process**"** shall mean an eviction action or a termination of tenancy in a state court in which the following procedural safeguards are required:

   a) Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction.

   b) Right of the tenant to be represented by counsel.

   c) Opportunity for the tenant to refute the evidence presented by MPHA including the right to confront and cross-examine all witnesses and to present any affirmative legal or equitable defense, which the tenant may have.

   d) A decision on the merits.

4) “Due Process Determination" shall mean a determination by HUD that state or local law requires that a tenant be given the opportunity for a hearing in court which provides the basic elements of due process before eviction from the dwelling unit. HUD has issued a due process determination for the State of Minnesota. MPHA may evict tenants through the judicial eviction procedures and is not required to provide the opportunity for the grievance procedure for lease terminations listed in Section 1B or 1C.

5) “Hearing Panel**"** shall mean the officer(s) in charge of the hearing.

   a) The Hearing Panel shall be three people except as stated below.

   b) MPHA will appoint a one-person Hearing Officer from a specially trained group for grievances regarding the denial of a reasonable accommodation request, the denial of VAWA protection, and grievances regarding the calculation of rent. Special training will be offered to Tenants and Property Management. MPHA may also appoint a one-person Hearing Panel for any formal or informal hearing as defined in Section 2. E 1) above in the event of a national pandemic or equivalent emergency as determined by MPHA or when less than three Hearing Officers are available, including but not limited to, when a conflict arises or exists with empaneled resident member(s), when there are less than three (3) active resident panelists in total, or when a resident panelist(s) fail to appear at the scheduled hearing.

c) The Hearing Panel will be impartial person(s) appointed by MPHA. A Hearing Panel member shall not be a person or a subordinate of a person who made or approved MPHA's action under review. If a Hearing Panel Officer knows, or has information about the subject of the hearing, the Officer shall excuse themselves from the hearing and the hearing will either continue with two Officers with the consent of the complainant or be promptly rescheduled. MPHA will consult with the resident organization before the appointment of each Hearing Officer or panel member. Comments or recommendations submitted by the tenant organizations shall be considered by MPHA before the appointment.

6) "<u>Notice</u>" as used in Lease Section 4.D. is defined in the Definitions.

7) "<u>Tenant</u>**"** shall mean: (1) the person(s) who reside(s) in the unit and who executed the MPHA lease or is listed as Head(s) of Household in the MPHA lease or in a subsequent Lease Addendum, or if no such person now resides in the unit, (2) who resides in the unit and is the remaining Co-Head of Household of the tenant family residing in the unit.

8) "<u>Resident Organization</u>**"** includes a resident management corporation.

F. **<u>Informal settlement conference</u>**

1) The purpose of the informal conference is for the complainant and MPHA to:

a) attempt to resolve grievances without a formal hearing; and

b) evaluate the grievance and advise the complainant whether the grievance procedure applies.

2) <u>Procedure</u>

a) The complainant or the complainant's representative shall present the basis of the grievance, either orally or in writing, to MPHA Area Management Office within 10 working days after the date of first written Notice, initiation of the action, or failure to act. Notwithstanding any other provision in the Lease or Statement of Policies to the contrary, reminders, monthly rent statements, lease termination letters, or any other document referencing the first Notice, the initiation of the action or the failure to act (jointly event) does not create another opportunity to grieve the event.

Although the grievance may be simply stated, it must specify:

(1) the reasons for the grievance;

(2) the action requested; and

(3) the name, unit address and telephone number (if available) of the complainant.

Within 10 working days after MPHA's receipt of the complainant's grievance, MPHA will contact the complainant to arrange a date for an informal settlement conference.

b) Because this is an informal settlement conference, the only persons permitted to be present at this conference are the complainant, complainant's representative or counsel, appropriate members of the complainant's family, MPHA Management staff and counsel, or an individual who can assist the complainant in reaching a settlement.

c) A tenant may present documentary and hearsay evidence at the informal settlement conference.

d) Within 10 working days after the settlement conference, MPHA will give or mail a summary of the proceedings to the complainant and put a copy in the complainant's tenant file. The summary will include:

   (1) Names and titles of participants;

   (2) date of the conference;

   (3) reasons for the conference;

   (4) proposed disposition of the grievance and the reasons therefore; and

   (5) specific steps by which a complainant may request a formal hearing, if appropriate.

   The complainant may submit to MPHA a written response to the settlement conference summary, which shall be included in the complainant's tenant file.

e) If MPHA offers a formal hearing and the complainant disagrees with MPHA's settlement decision, the complainant shall follow the procedures below to request a formal hearing. If the complainant is satisfied with the decision, MPHA and the complainant will abide by the decision.

f) If a Tenant signs a Settlement Agreement as a result of the Informal Settlement Hearing process for a Lease Termination and does not comply with the terms of the Settlement Agreement, MPHA will continue the Lease Termination process at the Formal Hearing Stage, unless the Settlement Agreement provides otherwise.

G. **<u>Formal Hearing</u>**

The purpose of the formal hearing is to allow the complainant an opportunity to request a review of the informal settlement conference decision. The complainant has a right to be represented by counsel or another person chosen as a representative. When the hearing involves an eviction or termination of tenancy, the complainant is entitled to the basic elements of due process as defined in the Tenant Grievance Procedures. The formal hearing will be heard before a Hearing Panel.

1) <u>Procedures for obtaining a formal hearing</u>:

a) The complainant requested and attended an informal settlement conference as provided by this Part.

b) The complainant submits a written request for a formal hearing to MPHA Area Management Office within 10 working days after MPHA gives or mails to the complainant a written notice of the opportunity to request a formal hearing or the informal settlement conference decision.

c) The written formal hearing request must state:

(1) the reason(s) for the grievance;

(2) the action or relief sought;

(3) the name, address, and telephone number (if available) of the complainant; and

(4) the name, address, and telephone number of the complainant's representative, if any.

2) <u>Disputes over amount of rent due:</u>

a) Before a hearing is scheduled involving the amount of Rent, the Tenant shall pay the amount of Rent that MPHA states was due and payable in the month before the Tenant’s act or failure to act occurred. The Tenant shall continue to pay that amount until the grievance is resolved.

b) Thereafter, the complainant shall pay each month when normally due until the grievance is resolved by the decision of the Hearing Panel.

c) These requirements for payment of Rent may be waived by MPHA in extenuating circumstances and will be waived to appeal the denial of a Minimum Rent hardship or MTW hardship exemption.

d) Unless so waived, failure to make the aforementioned payments shall result in termination of the grievance procedure.

e) Failure to make such payments shall not constitute a waiver of any right the complainant may have to contest MPHA's disposition of the grievance in any appropriate judicial proceeding.

3) <u>Scheduling the hearing</u>

a) After the complainant complies with the above procedures, MPHA will mail or deliver written notice to the complainant or to the complainant’s unit within 10 days from the receipt of the request for the hearing.

b) The written notice will state the time, date, place and the Fair Hearing and Due Process, listed below, to the complainant and the Property Manager.

4) <u>Failure to request a formal hearing</u>: If the complainant does not request a formal hearing within 10 working days after the informal settlement conference, she/he waives the right to a formal hearing. MPHA's informal settlement conference shall be final unless the complainant timely seeks judicial review.

5) Selection of hearing panel: The Hearing Panel will be impartial person(s) appointed by MPHA. The Hearing Panel member shall not be a person or a subordinate of such a person who made or approved MPHA's action under review. If a Hearing Panel member knows or has information about the subject of the hearing, he/she must excuse themselves from the hearing and the hearing will either continue without the removed hearing officer(s) or be promptly rescheduled.

6) Fair hearing and due process - The elements of a fair hearing and due process include:

a) The opportunity to examine before the grievance hearing any MPHA documents, including records and regulations that are relevant to the hearing.

(1) The tenant may request to copy any such document at the tenant's expense.

b) The right to be represented by counsel, or other person chosen by the tenant and to have such person make statements on the tenant's behalf. Any such counsel or representative will be at the tenant's expense.

c) The right to a private hearing unless the complainant requests a public hearing.

d) The right to present evidence and arguments in support of the tenant's complaint, to controvert evidence relied on by MPHA or property management, and to confront and cross-examine all witnesses upon whose testimony or information MPHA relies.

e) A decision based only on the facts presented at the hearing.

7) Procedures governing the hearing: see Hearing Rules, Appendix J.

a) Failing to appear at a scheduled hearing by either party without advanced notice or other good cause will result in a waiver of the hearing. If good cause is shown, the hearing will be rescheduled in a timely manner.

b) The hearing shall be conducted informally by the Hearing Panel. Oral or documentary evidence relevant to the facts and issues raised by the complainant may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The Hearing Panel shall require MPHA, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the Hearing Panel's directions may result in exclusion from the proceedings in a decision adverse to the interest of the disorderly party or the granting or denial of the relief sought.

c) The complainant or MPHA may arrange, in advance and at the party's expense, for a transcript of the hearing.

d) MPHA must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include a qualified sign language interpreter, reader, accessible location, or attendants. MPHA must also provide free interpreter services in accordance with the LEP plan. See MPHA's Limited English Proficiency (LEP) Policy.

e) If a Tenant makes a request for a reasonable accommodation at a hearing, MPHA may reschedule the hearing if the request is related to the reason for the hearing.

f) As provided by the applicable hearing rules either party may make an audio recording of the hearing at their own expense. Video recording is not permitted.

8) <u>Decision of the hearing panel</u>:

a) The Hearing Panel shall prepare a written decision, together with the reasons therefore, within 10 working days after the hearing. A copy of the decision shall be sent to the complainant and MPHA. MPHA shall retain a copy of the decision in the tenant file and in a master file.

b) The decision of the Hearing Panel shall be binding on MPHA which shall take actions, or refrain from actions, reasonable and necessary to carry out the decision unless MPHA’s Board of Commissioners determines that:

(1) The grievance does not concern MPHA’s action or failure to act in accordance with the complainant's lease or MPHA duties. Grievances must concern a threat to the complainant's rights, duties, welfare, or status within the scope of these regulations.

(2) The decision of the Hearing Panel is contrary to applicable Federal, State, or local law, HUD regulation~~s~~ ordinance or requirement of the annual contributions contract between HUD and MPHA

(3) A decision by the Hearing Panel or Board of Commissioners in favor of MPHA, or which denies the relief request by the complainant in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the complainant or MPHA may have to judicial review in any judicial proceedings.

The Board of Commissioners will review the matter within the next two Board meetings. MPHA will notify the Tenant of the date of the Board review and will send the Board decision to the Tenant within ten days.

H. **<u>Administrative expense</u>**

MPHA shall provide the required space, secretarial services, and funds for administrative expenses for the Hearing Panel. This may include reimbursement for the reasonable expenses of Hearing Officers.

I. **<u>Review and amendment of policies</u>**

The Grievance Procedure may be reviewed and changed by the Commissioners of MPHA after tenants and tenant organizations have had at least 30 days to review and provide written comments.

## COMMUNITY SERVICE

1. **GENERAL**

   In order to be qualified and eligible for continued occupancy, each adult family member must either:

   A. contribute eight hours per month of community service (not including political activities), or

   B. participate in an economic self-sufficiency program, or

   C. perform eight hours per month of combined activities as previously described unless they are exempt from this requirement.

2. **EXEMPTIONS**

   The following adult family members of tenant families are exempt from this requirement:

   A. Family members who are 62 or older.

   B. Family members who are blind or disabled as defined under 216(I)(1) or 1614 of the Social Security Act (42 U.S.C. 416(I)(1) and who certifies that because of this disability she or he is unable to comply with the community service requirements.

   C. Family members who are the primary care giver for someone who is blind or disabled as set forth in Paragraph B above.

   D. Family members engaged in work activities (see Notice PIH 2003-17 (HA)). In order for an individual to be exempt from the CSSR requirement because he/she is “engaged in work activities,” the person must be participating in an activity that meets one of the following definitions of “work activity” contained in Section 407(d) of the Social Security Act (42 U.S.C. Section 607(d)):

      1) Unsubsidized employment;

      2) Subsidized private-sector employment;

      3) Subsidized public-sector employment;

      4) Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;

      5) On-the-job-training;

      6) Job-search;

      7) Community service programs;

      8) Vocational educational training (not to exceed 12 months with respect to any individual);

      9) Job-skills training directly related to employment;

      10) Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency;

      11) Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalency, in the case of a recipient who has not completed secondary school or received such a certificate;

12) The provision of childcare services to a Tenant who is participating in a community service program.

13) Family members who are exempt from work activity under part A Title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program.

14) Family members receiving assistance, benefits, or services under a State program funded under Part A Title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that program.

15) Those that meet requirements under a State program funded under Part A of title IV of the Social Security Act (42 U.S.C. Section 601 et seq.) or under any other welfare program of the State in which PHA is located including a State-administered Welfare-to-Work program and has not been found by the State or other administering entity to be in noncompliance with such a program.

3. **NOTIFICATION OF THE REQUIREMENT**

MPHA shall identify all adult family members who are apparently not exempt from the community service requirement.

MPHA shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. MPHA shall verify such claims.

The notification will advise families that their community service obligation will begin upon the effective date of their first scheduled reexamination on or after October 1, 2003. For families paying a Flat Rent, the obligation begins on the date their scheduled reexamination would have been effective had a scheduled reexamination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent scheduled reexamination.

4. **VOLUNTEER OPPORTUNITIES**

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

An economic self-sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

5. **THE PROCESS**

At each scheduled reexamination thereafter, MPHA will do the following:

A. Provide a list of volunteer opportunities to the family members.

B. Provide information about obtaining suitable volunteer positions.

C. Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.

6. **NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT**

MPHA will notify any family found to be in noncompliance of the following:

A. That the family member(s) has been determined to be in noncompliance;

B. that the determination is subject to the grievance procedure; and

C. that, unless the family member(s) enters into an agreement to comply, the lease will not be renewed or will be terminated.

7. **OPPORTUNITY FOR CURE**

MPHA will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. The cure shall occur over the 12-month period beginning with the date of the agreement and the Tenant shall at the same time stay current with that year's community service requirement. The first hours a Tenant earns goes toward the current commitment until the current year's commitment is made.

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service, MPHA shall take action to terminate the lease.

8. **PROHIBITION AGAINST REPLACEMENT OF AGENCY EMPLOYEES**

In implementing the community service requirement, MPHA may not substitute community service or self-sufficiency activities performed by Tenants for work ordinarily performed by its employees or replace a job at any location where Tenants perform activities to satisfy the service requirement.

## PARKING POLICY

### PARKING POLICY (Highrise)

1. **<u>GENERAL STATEMENT</u> –** The Minneapolis Public Housing Authority is interested in providing a fair parking policy to all highrise Tenants. It is understood that no two highrises have exactly the same needs, Tenants, facilities, etc., and that MPHA is not obligated or able to provide parking for all Tenants and guests. However, MPHA has attempted to have a flexible and equitable policy that meets the needs of both the Tenants and the management staff. All parking lots must conform to Federal handicapped accessibility laws and statutes as well as city ordinances. All parking lot decisions are subject to the final approval of the Property Manager. Tenants who want to park their car in the building parking lot must obtain a parking permit from the Property Manager and be in compliance with Section 6 listed below. MPHA will distribute only one parking permit per Tenant family. Commercial vehicles are not permitted to park in the parking lot unless it is a one ton or smaller automobile, owned by the Tenant, properly registered with Management and is the Tenant's principal vehicle.
2. **<u>VOTING PROCESS</u> –** Each resident council will vote on the type of parking the building will have. The voting process must have the following components:
    1) Notices posted in prominent places within the building which advertise that a vote on the parking lot choices will be taken. Notices must include the date, time, and place of the vote. Notices will be posted ten days prior to the voting day.
    2) Votes may be taken by secret ballot at a resident council meeting, by handing out ballot on a door-to-door basis, or by reporting to a designated place to cast an individual Tenant's vote.
3. **<u>PARKING CLARIFICATIONS</u> –** All handicapped parking will be assigned regardless of the vote of a particular building in order to comply with all Federal, State, and local handicapped accessibility laws. Tenants will be allowed to vote on the following parking lot choices:
    A. **<u>Open Tenant Parking</u> –** One parking permit will be issued to each Tenant household owning a motor vehicle in compliance with Section 6 listed below. Tenants who own a vehicle, have mobility impairments, need accessible parking, and have a valid Minnesota Handicapped Parking Permit are entitled to have a reserved parking space adjacent to the accessible entrance or in another area that will provide equal or greater accessibility to the property. If there is adequate space, Tenants may also vote on whether to allow a visitor parking area in the lot. All visitor parking must conform to the Visitor Parking Regulations and be in conformance with ADA requirements. If space does not permit, this will not be an option.

    B. **<u>Restricted Tenant Parking</u> –** Resident councils may request, subject to MPHA Property Manager's approval, that if sufficient parking spaces are not available for all households owning vehicles, that parking permits be issued to only the number of households for which space is available. If Restricted Parking is approved, upon the initial restriction of a parking lot, and there is insufficient parking for all of the Tenants, those Tenants who are entitled to accessible parking shall be given the first available parking space permits. The remainder of the parking space shall be issued on the basis of Tenant move-in date. Thereafter, permits will be issued on the basis of the date of the request. Management may need to maintain a waitlist for parking spaces. Those with the earliest request date will receive their parking permits first after all eligible handicapped Tenants have been assigned in accordance with accessibility laws. Tenants who have mobility impairments, need accessible parking, and have a valid Minnesota Handicapped Parking Permit, are entitled to have a reserved accessible parking space adjacent to the accessible entrance or in another area that will provide equal or greater accessibility to that property.

C. **Assigned Parking –** Resident Councils may request, subject to MPHA Property Manager approval, that specific parking spaces at a building be assigned to individual Tenants. Upon the initial assignment of parking spaces, those Tenants who are entitled to the accessible parking shall be given the first available parking space permits. The remainder of the parking spaces shall be issued on the basis of the Tenant's move-in date. Thereafter, permits will be issued on the basis of the date of the request. Management may need to maintain a waitlist for parking spaces. The Property Manager will be responsible for the assignment of parking places according to the date the Tenant meets the criteria for an assigned spot in accordance with this policy see number 6 below. Tenants who have mobility impairments, need accessible parking, and have a Minnesota Handicapped Parking Permit, shall be assigned a space located adjacent to the accessible entrance or another area that provides equal or greater accessibility to the property.

4. **VISITOR PARKING -** All Tenants are responsible for communicating the parking lot rules to their guests and service providers. Parking for visitors must be in accordance with ADA, MN State Building Code, Chapter 1340. When parking spaces are provided for self-parking by visitors, then there must be spaces reserved for visitors who have handicapped parking permits. Each "standard" accessible parking space must be at least 8 feet wide and have an access aisle that is at least 5 feet wide. Each "van accessible" parking space must be at least 8 feet wide and have an access aisle that is at least 8 feet wide. Two handicapped parking spaces can share an access aisle. These spaces are to be located as close as possible to an accessible entrance. One in every eight accessible spaces, but not less than one, must be "van accessible." Minimum number of required accessible spaces are as follows:

| Total Number of Spaces in Lot | Minimum Number of Required Accessible Spaces | Minimum Number of Required Van Accessible Spaces |
|---|---|---|
| 1 to 25 | 1 | |
| 26 to 50 | 2 | 1 |
| 51 to 75 | 3 | 1 |
| 76 to 100 | 4 | 1 |
| 101 to 150 | 5 | 1 |

Each accessible parking space must have a sign with the white international wheelchair symbol on a blue background that indicates a permit is required, and that there is a fine of up to $200 for violators. Also, the van accessible spaces are to have an additional sign indicating the space is "van accessible." The 8-foot wide access aisle adjacent to the van accessible parking space should have a sign posted, "No Parking, Access Aisle."

Handicapped staff must also be accommodated under this policy. All staff are required to park in accordance with this policy.

5. **<u>PASSENGER LOADING ZONES</u> –** If passenger loading zones are provided, they shall have an access aisle that is at least 5 feet wide and 20 feet long, adjacent, and parallel to the vehicle pull-up space, then a curb ramp shall be provided.
6. **<u>REGISTRATION OF VEHICLES</u> –** In order to be eligible to park in the highrise parking lot Tenants must meet the following requirements:
   - A. Tenants must have a valid Minnesota driver's license and current insurance coverage, as required by the State of Minnesota. If Tenant's insurance lapses they must immediately return the parking permit to the Property Manager and are prohibited from parking in the lot.
   - B. The vehicle being registered for a parking permit must be owned by the Tenant or a member of the Tenant's family. Proof of ownership must be provided to the Manager along with valid vehicle registration and proof of insurance as outlined in section 6A above.
   - C. The vehicle must have a valid Minnesota license plate and current license tabs in accordance with the State of Minnesota laws and local ordinances. Tenants registering a vehicle with out-of-state plates must be in compliance with the State of Minnesota vehicle registration provisions within the allotted state timeline of sixty days.
   - D. The vehicle must be in operable condition and be able to run at all times.
   - E. Tenants are responsible for advising the property manager if they sell or change vehicles.
7. **<u>REMOVAL OF VEHICLES FROM HIGHRISE PARKING LOTS</u> –** MPHA may remove vehicles not in conformance with these standards, vehicles posing a threat or safety hazard, vehicles creating obstructions, and for other reasons deemed necessary by the Property Manager. Random checks of the parking lot will be conducted and any vehicle not in compliance with this policy will be towed at the owner's expense. The cost for such removal will be the responsibility of the vehicle owner. Vehicles will be removed according to the following:
   - A. MPHA parking lots are monitored for parking violations. Vehicles parked in restricted and assigned lots without proper permission will be towed, without notice or warning, at the vehicles owner's or Tenant expense.
   - B. Vehicles which do not display an appropriate parking permit, are parked in traffic lanes, or "No Parking" areas, or are parked in violation of the Parking Regulations, are to be referred for towing by the appropriate MPHA staff person or contracted monitoring company.
   - C. Inoperable motor vehicles must be repaired or removed from the parking lots or be subject to towing by MPHA at the vehicle owner's expense. Managers should generally give Tenants a minimum of one working day and no more than five working days to remove the vehicle in question commensurate with D below.
   - D. Upon posting in the building, Tenants are responsible for removing their vehicle for snowplowing or parking lot maintenance. Vehicles not removed may be tagged and charged per the Sales and Service Schedule or towed by MPHA at the owner's expense.
   - E. Warning notices should be used whenever possible prior to towing a vehicle out of an MPHA parking lot. Managers or others authorized to conduct towing should attempt to

contact a vehicle owner by posting a vehicle with warning notices and Tenants should contact the Manager immediately upon receiving the towing notice to make arrangements for the removal of the vehicle or to arrange to get the vehicle into immediate compliance with this policy. The exception to this is when a vehicle presents a hazard such as leaking gas or is parked in a manner that blocks emergency routes, etc.

F. Managers must contact MPHA's designated towing contractor after the warning time has lapsed on the towing notice and if the Tenant has not responded to the warning and made the necessary arrangements to handle the vehicle. Managers should indicate the color, make, and license plate number and the current location of the vehicle. Ask the dispatcher for the arrival time of the tow truck. Managers should make arrangements to meet the tow truck to sign the towing authorization form.

G. Individual Tenants do not have the right to tow other cars. Tenants who find another vehicle in their parking space must advise the Property Manager of the vehicle make, model and color as well as the license plate, date, and time of the violation. Reports may also be made to Security Guards, if present, but reports should be made directly to the Property Manager as well.

H. Tenants who intend to be away from their unit are still responsible for adhering to this policy. Tenants who will be away on vacation, in the hospital, etc. should authorize another person to look after their vehicle and be prepared to remove the vehicle in the event of snowplowing, hazards, or parking lot repairs. Failure to designate a responsible person or failure of the designated person to look after a Tenant's car does not exempt that vehicle from being towed at the owner's expense.

I. With the RPM's approval, the PM may call 651-201-7000 and make arrangements to go to St. Paul to the Department of Public Safety to have a name and address search done on a vehicle, if necessary. The Department of Public Safety does charge for this service and managers should avoid this step if at all possible. Due to Data Privacy restrictions, the Minneapolis Police Department is unable to give managers this information from patrol car computers.

8. **CAR REPAIRS –** The Tenant may be allowed, at Management's discretion, to make limited repairs to the Tenant's registered car. Such repairs will not involve the removal of fluids or the major mechanical parts and must be in accordance with City codes and ordinances.

**PARKING POLICY (FAMILY HOUSING UNITS)**

1. **CAR OWNERSHIP –**

A. Tenants of Family Housing Units must meet the following requirements:

B. Tenants must own the vehicle and have the title in their names, have a current Minnesota driver's license and current insurance coverage.

1) Tenants of the Glendale Townhomes must register for parking and prove ownership by providing the manager with vehicle registration in the Tenant's name. Tenants may ***not*** register a relative or friend's car. Each household may have a maximum of two (2) vehicles. There must be a licensed driver, who is a household member, for each vehicle.

C. The car must have a valid license plate and current license tabs in accordance with Minnesota State and local ordinances.

D. The car must be in operable condition and be able to run at all times.

2. **PARKING AREAS –** Cars may be parked only in the designated spots for a Tenant's particular unit. Cars and other vehicles may not be parked on the lawn.
3. **VEHICLE REPAIRS –** Tenants may not make repairs to their vehicles including changing oil or replacing mechanical parts.
4. **TOWING –** MPHA reserves the right to tow all vehicles without notice if they present a hazard or otherwise jeopardize the safety of others. In the event that a Tenant's vehicle does not meet the requirements of this procedure MPHA will tow the Tenant's vehicle at the owner's expense.

## POST ORDERS

1. **SIGN IN PROCEDURES WHEN A STATIONARY GUARD IS ON DUTY**

   A. Each guest who is 18 years old or older shall show a valid picture ID or other official identification card. Acceptable forms of ID include:

      1) Current and valid state issued driver's license,

      2) state issued ID, or

      3) a passport;

      4) if the person doesn't have a state issued ID, another form of picture ID plus a birth certificate or other valid verification of date of birth will be accepted.

      5) Health care attendants or other people entering the building in a work capacity must show their work ID. If they do not have a valid work ID, they must follow the procedure for guests entering the building.

   B. A Tenant may not vouch for a guest who is 18 years old or older.

   C. Check Trespass List. If the guest is on the Trespass List, ask the guest to leave and write up an incident report. A Tenant who has an "order of protection" or a "no contact order" may provide MPHA with a copy of the order to have the person trespassed from an MPHA property.

   D. Each guest shall state the name of the Tenant whom the guest wants to visit and the Tenant's apartment number. The Tenant must be listed on the Tenant roster. (Note new Tenants may move in everyday).

   E. The Guard shall legibly print the name of each guest and the Tenant whom the guest is visiting and the Tenant's apartment number on the sign-in log.

   F. A guest who is under 18 years old must be with an adult.

   G. A guest who is under 18 years old and who is not with an adult shall not be let in the building until an adult Tenant meets the minor at the entry and takes the minor to the unit. If no adult meets the minor, ask the minor to return to the entry to call the Tenant again. If no adult Tenant meets the minor, call dispatch, and write up an incident report.

   H. If any person does not follow these rules, the guard shall call dispatch and write up an incident report. The guard shall not confront the person. The guard shall put a copy of the incident report under the door to the management office at the end of their shift.

   I. Property Management shall follow up to determine if the person should be trespassed from the Premises.

2. **USE OF PHONE ENTRY SYSTEM**

   A. The buzz in by the phone entry system will be shut off at a time determined by MPHA and the building resident council, no later than 11:00 p.m. and there will be no ability to buzz in a guest.

   B. The buzz in by the phone entry system will be turned on at a time determined by MPHA.

C. When the buzz in by the phone system is shut off, the guest may use the phone entry system to call a Tenant and the Tenant shall go to the lobby to let in the guest.

3. **RESTRICTING GUEST ACCESS**

In the event of a national pandemic or equivalent emergency as determined by MPHA based upon guidance and recommendations from state, local, and federal agencies, and health departments, MPHA may limit or deny access to guests within all or specifically designated high rise buildings as is necessary to address the emergency or protect the health, safety, and right to peaceful enjoyment of the residents. No limitation or restriction would prohibit guests who are providing essential care or direct professional services (personal care assistant or home health aide) to a resident or who are delivering necessary supplies and services, nor would it restrict first responders and medical professionals.

4. **ROVING GUARD ON PATROL**

The guard shall patrol each building as designated by MPHA management.

5. **RESPONSE TO INCIDENTS**

A. The guard shall not confront any person to take any action that may result in injury or bodily harm to the guard or any other person.

B. For serious incidents that are life threatening or involve bodily harm, the threat of bodily harm, or major property damage, the guard shall call 911 and dispatch.

C. The guard shall also write up an incident report.

D. For all other incidents, the guard shall call dispatch (but not 911) and write up an incident report.

E. A guard may ask a non-Tenant to return a key tag to the guard, if MPHA did not okay the use of the key tag. (Management should give the guard a list of persons other than Tenants who are authorized to use the key tag. If the person is not a Tenant and is not on the authorized list, the guard may take the key tag.)

F. If a guard has a question on any matter, the guard should call dispatch or the property manager.

6. **RULES OF CONDUCT**

A. A guard shall not bring TV's, radios, boom boxes, handcuffs, mace, guns, knives, weapons, or anything similar on MPHA property during their shift.

B. A guard shall always wear their nametag on their chest.

C. A guard shall keep their post or area clean, cleaning it every day.

D. A guard shall not accept food, gifts, or presents from Tenants.

E. A guard shall not take personal phone calls while on duty.

F. A guard shall not socialize with Tenants, guests, or others while on duty or on break.

G. A guard shall not enter a Tenant's apartment while on duty or on break.

H. A guard shall keep sign-in logs, incident reports, rosters, Trespass List, or other MPHA documents confidential. Guards shall direct questions to MPHA management or dispatch.

I. A guard shall treat Tenants and guests with respect and courtesy.

J. A guard shall not confront any person or take any action that may result in injury or bodily harm to the guard or any other person.

K. A guard shall immediately notify their supervisor who will report to MPHA management if a key tag is confiscated from a non-Tenant, returning the key tag to MPHA management as soon as possible or the next business day.

L. A guard shall put away all of their equipment at the end of each shift.

M. A guard shall keep entrance doors shut. A guard shall not allow the doors to be propped open.

N. A guard shall return lost or stolen goods to MPHA management as soon as possible or on the next business day.

## NO SMOKING

1. **BACKGROUND**

   A. Since 1994, MPHA has banned smoking in all MPHA offices and the common areas of residential buildings. In 2013, MPHA instituted a smoking ban inside all highrise housing. Beginning August 1, 2018, HUD's "'Smoke-free public housing" rule bans smoking in and around all public housing properties nationwide. MPHA's adoption of this No Smoking Policy does not make MPHA or any of its managing agents the guarantor of the smoke-free condition of the tenant's unit and the common areas. MPHA cannot and does not warranty or promise that properties or common areas will be free from secondhand smoke.

   B. Smoking includes but is not limited to the ignition and burning of cigarettes, cannabis, cigars, pipes, hookahs, waterpipes, tobacco, incense products or other plant products, and use of e-cigarettes or vapes.

2. **PROHIBITED AREAS**

   Certain prohibitions apply to all MPHA buildings and facilities. Additional restrictions apply to designated Smoke-Free Properties. A temporary exception for certain Family Properties applies until August 1, 2018.

   A. Smoke-Free Properties: Smoking is prohibited in all indoor areas, which include, but are not limited to, apartments, entryways, hallways, stairwells, balconies, lobbies, community rooms, laundry rooms and all outdoor areas. The Smoke-Free Properties are: 350 Van White Memorial Boulevard, 901 4th Ave N., 1015 4th Ave N., 710 2nd St N.E., 616 Washington St N.E.

   B. Family Housing Units: Starting August 1, 2018, smoking is prohibited in all indoor areas (as described above) and within 25 feet of the structure unless the property line is less than 25 feet from the structure, smoking is permitted at the property line.

   C. All other properties, including MPHA administrative buildings: Smoking is prohibited in all indoor areas (as described above) and all outdoor areas except where there is a designated smoking area. Designated smoking areas will be clearly marked and will be at least 25 feet from the building. All smokers in designated smoking areas must dispose of smoking materials in proper receptacles.

   D. All tenants shall sign a lease addendum to comply with the smoking prohibitions and agree to smoke only off the property or in the outdoor designated area. Tenants are responsible for the behavior of their guests and violations by guests are considered a violation of the Tenant's lease.

## PET POLICY

HIGHRISE APARTMENTS

1. **PERMITTED PETS**

   A. Only one cat or one dog weighing no more than 25 pounds; or two caged birds; or an aquarium of thirty gallons or less for fish only; or two caged gerbils or hamsters will be allowed in a highrise unit. Tenants must be lease compliant to have a pet. MPHA may terminate the lease of Tenants who violate this policy.

2. **PROHIBITED PETS**

   A. Only domesticated pets will be allowed. Pets of a vicious or aggressive disposition will not be permitted. Doberman Pinchers, Pit Bulls, Rottweilers, Chow, boxer breeds and German Shepherds, including mixed breeds of those mentioned, as well as livestock (including chickens and roosters), goats, reptiles, rodents, ferrets, birds of prey, pigeons, doves, Mynah birds, psittacine birds, other species that are host to the organisms causing psittacosis in humans and poisonous fish are prohibited.

   B. **Dangerous and potentially dangerous animals**: Minneapolis Animal Care and Control is authorized to deem any animal as a dangerous animal or a potentially dangerous animal subject to the requirements under this Code and under Minnesota State Statute 347.50 subdivision (2), Dangerous Dogs and Minnesota State Statute 347.50 subdivision (3) potentially dangerous dogs. The owner or custodian of the animal must immediately comply with the confinement requirements as defined in this ordinance, even if appealing the declaration.

   C. No "guest" pets are allowed on any MPHA property.

3. **ASSISTANCE ANIMALS**

   A. **Definition:** An assistance animal, often referred to as a "service animal," "assistant animal," "support animal," or "therapy animal" is not a pet and therefore is not subject to the Pet Policy except as otherwise indicated herein. An assistance or service animal is an animal that provides assistance, services, or support to a person with a qualified disability, and which is needed as a reasonable accommodation to such an individual. See Reasonable Accommodation Policy. Such animal works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability (for example a dog guiding an individual with impaired vision or alerting an individual with impaired hearing).

   B. **Approval of assistance animals:** This subsection applies to assistance animals only. Tenants or applicants with a qualified disability are permitted to have an assistance animal if such animal is necessary as a reasonable accommodation for their disabilities. There must be a relationship between an individual's disability and the assistance the animal provides. If it is not obvious that someone requesting the right to an assistance animal is disabled, or that there is a disability-related need for the animal, supporting documentation may be required from your healthcare provider. (See Reasonable Accommodation Policy).

      1) An assistance animal does not need to be specially trained, unless the service it provides to its owner requires specialized training. Emotional assistance animals,

for example, do not require specialized training. There are no size or breed restrictions on assistance animals; however, the animal must be registered and follow all sections 4-11 of this section, except there will be no pet deposit. Although a pet deposit is not required, reasonable fees or fines may be assessed for any property damage caused by the animal. A person requesting an assistance animal must complete the Assistance Animal Lease Addendum form.

C. **Care and handling of assistance animals:** Assistance animals must be cared for in a manner that complies with state and local laws. MPHA may deny access to an assistance animal that poses a direct threat to the health and safety of others or causes substantial physical damage to the building, unit, or property of others that cannot be eliminated or reduced by a reasonable modification of other policies, practices, or procedures.

4. **PET REGISTRATION:**
   - A. All dogs and cats must be registered with MPHA before they can be permitted in a highrise. Registration requires:
     1) Proof the animal has been vaccinated by a licensed Veterinarian for rabies, parvovirus, distemper, heartworm, and other vaccines appropriate for the species.
     2) Proof the animal has been spayed (female animals) or neutered (male animals).
     3) Proof the animal has been licensed with the City of Minneapolis
     4) A completed pet policy form.
   - B. Registration also requires that pet owners identify no less than one local emergency contact who will care for the pet in the event the owner is unable to do so. Updated emergency contacts and proof of licensing/inoculations must be provided to MPHA annually at the time of Tenant re-exams and re-certification.
5. **PET DEPOSIT:** $75.00 except for units with carpet where the pet deposit is $150.00.
   - A. Pet deposits will be held by MPHA until the Tenant moves out or no longer owns or keeps a pet in the highrise. The pet deposit will be fully refunded, with interest, provided that no pet damage has been done to the premises. Amounts necessary to repair any such damage will be deducted from the pet deposit.
   - B. A new Tenant who owns a dog or cat will make this known at the time of application and will complete the pet's registration before the dwelling lease is signed.
6. **PET INOCULATION AND IDENTIFICATION:** Dogs must be re-inoculated against rabies according to Veterinarian's recommendations or city codes. Animals must wear at all times a valid rabies inoculation tag and an identification tag bearing the owner's name, address, and telephone number. Tenant must give a copy of inoculation record to management.
7. **PET-RELATED LIABILITY INSURANCE:** A pet owner may be liable for any injury or damage his/her pet causes to the person or property of another Tenant, a highrise visitor, or an agency or employee of MPHA. Therefore, it is strongly recommended that Tenants who own a dog or cat purchase a personal liability insurance policy (renter's insurance) from an insurance carrier of their choice.
8. **PET CONTROL REQUIREMENTS:**

A. Out of concern and respect for Tenants who are allergic to animals or suffer from respiratory illnesses, no pets will be allowed in the community spaces, including lobbies, sitting rooms, game rooms, rest rooms, laundry rooms, and offices of all highrises. However, pets may be in community spaces on a leash no longer than six (6) feet or in a kennel if your unit is being treated for pest control. Escorted dogs and cats are permitted in hallways, elevators, and entryways only for the purpose of passing through. The foregoing does not apply to animals trained and certified to assist the handicapped or disabled. In buildings with balconies, balcony areas are off-limits to all pets.

B. Outside their apartments, pet owners must at all times keep dogs and cats on a leash no longer than six (6) feet. The pet must be under control at all times. The owner must walk the animal well away from the building entrances and must promptly and properly dispose of any fecal matter as required by City Ordinance.

C. Pet owners shall not permit any disturbances by their animals, which interfere with the peace of the other Tenants, MPHA employees, neighbors, or others. Pets will be physically controlled or confined during the times when MPHA employees must enter the apartment to conduct business or make repairs. No pet will be taken into the apartment of another Tenant without the explicit approval of that Tenant.

D. Each pet owner must take adequate precautions to prevent or eliminate any pet odors within or around the owner's apartment. Any damages caused to MPHA property by a pet will be charged to the owner; this includes, but is not limited to, odors and scratch marks.

9. **<u>UNATTENDED OR IMPROPERLY CARED FOR PETS</u>:**

A. If any pet is left unattended and it is determined by MPHA that the pet is in distress or is suffering from lack of care, or if the pet is causing a disturbance to others, MPHA may, at its sole discretion, enter the pet owner's apartment, and remove the pet and deliver it or cause it to be delivered to the proper authorities. MPHA accepts no responsibility for the pet under such circumstances. The Tenant shall be responsible for all costs and fees related to the pet’s removal.

B. If it is determined by MPHA that a pet owner is no longer capable of properly caring for a pet, MPHA may, at its sole discretion, require that the pet be removed from the owner's immediate possession and control.

10. **<u>PET BATHING AND LAUNDRY RESTRICTIONS</u>:** Bathing pets will not be permitted in highrise laundry rooms or tub/shower rooms.

11. **<u>CITY ORDINANCE</u>:** Pet or Assistance Animal owners must observe all State laws and Minneapolis City Ordinances related to pets.

12. **<u>PET POLICY VIOLATIONS</u>:**

A. If a pet or Assistance Animal causes harm to any person,7 property or another animal, the pet's owner will be required to permanently remove the pet from the highrise within twenty-four (24) hours of written notice from MPHA and provide verifiable proof of where the animal resides. Said pet owner may also be subject to termination of his or her dwelling lease.

B. Complaints arising out of alleged violations of the policy are to be reported to the site manager.

FAMILY HOUSING UNITS

1. **PERMITTED PETS:**

   One cat or one dog weighing no more than 25 pounds; or two caged birds; an aquarium of thirty gallons or less for fish only; or two caged gerbils or hamsters. Tenant must be lease compliant to have a pet. MPHA may terminate the lease of Tenants who violate this policy.

2. **PROHIBITED PETS:**

   A. Only domesticated pets will be allowed. Pets of vicious or aggressive disposition will not be permitted. Doberman Pinchers, Pit Bulls, Rottweilers, Chow, boxer breeds and German Shepherds, including mixed breeds of those mentioned as well as livestock (including chickens and roosters), goats, reptiles, rodents, ferrets, birds of prey, pigeons, doves, Mynah birds, psittacine birds, other species that are host to the organisms causing psittacosis in humans and poisonous fish are prohibited.

   B. **Dangerous and potentially dangerous animals**: Minneapolis Animal Care and Control is authorized to deem any animal as a dangerous animal or a potentially dangerous animal subject to the requirements under this Code and under Minnesota State Statute 347.50 subdivision (2), Dangerous Dogs and Minnesota State Statute 347.50 subdivision (3) potentially dangerous dogs. The owner or custodian of the animal must immediately comply with the confinement requirements as defined in this ordinance, even if appealing the declaration.

   C. No cats or dogs will be allowed at Glendale or Minnehaha Townhomes.

   D. No “guest” pets are allowed on any MPHA property.

3. **ASSISTANCE ANIMALS:**

   A. **Definition:** An assistance animal, often referred to as a “service animal,” “assistant animal,” “support animal,” or “therapy animal” is not a pet and therefore is not subject to the Pet Policy except as otherwise indicated herein. Tenants and tenant guests are permitted to be accompanied by assistance animals as defined herein and in accordance with this policy. An assistance animal or service animal is an animal that provides assistance, services, or support to a person with a qualified disability, and which is needed as a reasonable accommodation to such an individual. See Reasonable Accommodation Policy. Such animal works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person’s disability (for example a dog guiding an individual with impaired vision or alerting an individual with impaired hearing).

   B. **Approval of assistance animal:** This subsection applies to assistance animals only. Tenants or applicants with a qualified disability are permitted to have an assistance animal if such animal is necessary as a reasonable accommodation for their disabilities. There must be a relationship between an individual’s disability and the assistance the animal provides. If it is not obvious that someone requesting the right to an assistance animal is disabled, or that there is a disability-related need for the animal, supporting documentation may be required from your healthcare provider. (See Reasonable Accommodation Policy).

      An assistance animal does not need to be specially trained, unless the service it provides to its owner requires specialized training. Emotional assistance animals, for example, do not require specialized training. There is no size or breed restrictions on assistance animals; however, the animal must be registered and follow sections 4, 5, 6, 7, 8, 9, and 10 of this section, except there will be no pet deposit. Although a pet deposit is not required, reasonable fees or fines may be assessed for any property damage caused by the animal. A person requesting an assistance animal must complete the Assistance Animal Lease Addendum form.

C. **Care and handling of assistance animals:** Assistance animals must be cared for in a manner that complies with state and local laws. MPHA may deny access to an assistance animal that poses a direct threat to the health or safety of others or causes substantial physical damage to the building, unit, or property of others that cannot be eliminated or reduced by a reasonable accommodation of other policies, practices, or procedures.

4. **PET REGISTRATION:**

A. All dogs and cats must be registered with MPHA before they can be permitted in a Family Housing Unit. Registration requires:

1) Proof the animal has been vaccinated by a licensed Veterinarian for rabies, parvovirus, distemper, heartworm, and other vaccines appropriate for the species.

2) Proof the animal has been spayed (female animals) or neutered (male animals).

3) Proof the animal has been licensed with the City of Minneapolis

4) A completed pet policy form.

B. Registration also requires that pet owners identify no less than one local emergency contact who will care for the pet in the event the owner is unable to do so. Updated emergency contacts and proof of licensing/inoculations must be provided to MPHA annually at the time of Tenant re-exams and re-certification.

5. **PET DEPOSIT:** $75.00 except for units with carpet where the pet deposit is $150.00.

A. Pet deposits will be held by MPHA until the Tenant moves out or no longer owns or keeps a pet. The pet deposit will be fully refunded, with interest, provided that no pet damage has been done to the premises. Amounts necessary to repair any such damage will be deducted from the pet deposit.

B. A new Tenant who owns a dog or cat will make this known at the time of application and will complete the pet's registration before the dwelling lease is signed.

6. **PET INOCULATION AND IDENTIFICATION:**

Dogs must be re-inoculated against rabies according to veterinarian recommendations or city codes. Animals must wear at all times a valid rabies inoculation tag and an identification tag bearing the owner's name, address, and telephone number. Tenants must give a copy of inoculation records to management.

7. **PET-RELATED LIABILITY INSURANCE**

A pet owner may be liable for any injury or damage his or her pet causes to the person or property of another Tenant, a neighbor or visitor, or an agent or employee of MPHA. Therefore, it is strongly recommended that Tenants who own a dog or cat purchase a personal liability insurance policy (renter's insurance) from an insurance carrier of their choice.

8. **PET CONTROL REQUIREMENTS**

   A. Outside their units, pet owners must at all times keep dogs and cats on a leash no longer than six (6) feet. The pet must be under control at all times. The owner must promptly and properly dispose of any fecal matter as required by Minneapolis City Ordinance.

   B. Pet owners will not permit any disturbances by their animals, which interfere with the peace of the neighbors, MPHA employees or others. Pets will be physically controlled or confined during the times when MPHA employees must enter the unit to conduct business or make repairs.

   C. Each pet owner must take adequate precautions to prevent or eliminate any pet odors within or around the owner's unit. Any damages caused to MPHA property by a pet will be charged to the owner; this includes, but is not limited to, odors and scratch marks.

9. **UNATTENDED OR IMPROPERLY CARED FOR PETS**

   A. If any pet is left unattended and it is determined by MPHA that the pet is in distress or is suffering from lack of care, or if the pet is causing a disturbance to others, MPHA may, at its sole discretion, enter the pet owner's unit, and remove the pet and deliver it or cause it to be delivered to the proper authorities. MPHA accepts no responsibility for the pet under such circumstances.

   B. If it is determined by MPHA that a pet owner is no longer capable of properly caring for a pet, MPHA may, at its sole discretion, require that the pet be removed from the owner's immediate possession and control.

10. **CITY ORDINANCE:** Pet owners must comply with all Minneapolis City Ordinances related to pets.

11. **PET POLICY VIOLATIONS:**

    If a pet or Assistance Animal causes harm to any person that cannot be immediately eliminated or mitigated, the pet's owner will be required to permanently remove the pet from the unit within twenty-four (24) hours of written notice from MPHA and provide verifiable proof of where the animal resides. Said pet owner may also be subject to termination of his or her dwelling lease.

## RENT COLLECTION POLICY

1. **RENT:**

   A. Rent is due and payable in full on or before the first of each month. Tenant shall mail a check or money order using the return envelope provided with the bottom portion of the statement or use the other payment methods available. Tenants should not mail cash.

   B. Retroactive Rent is Rent and is due and collectable 30 days after MPHA gives written notice to the Tenant of the amount of Retroactive Rent that is owed, unless the Tenant and MPHA sign a lease addendum in the form of a Formal Repayment Agreement.

   C. If the Tenant does not pay the Rent; MPHA will mail a notice of lease termination to the Tenant which will provide the tenant with at least 14 days' notice. Tenant shall pay all Rent that is owed. Also, Tenants who have received a lease termination notice for nonpayment of rent must pay ALL Rent owed by cashier's check or money order at MPHA's Rent Collections Department. MPHA's acceptance of a partial payment of Rent is not a waiver of MPHA's right to terminate the lease for cause or non-payment of Rent.

2. **COURT EVICTION ACTIONS:**

   A. If the Tenant does not pay the Rent by the date stated on the lease termination notice; MPHA will file an Eviction Action in court for the Rent owed. The court will hold an Eviction Action hearing and may issue a Writ of Recovery to recover the premises within 24 hours of the court's decision.

   B. After MPHA files an Eviction Action, the Tenant must pay all Rent owed, the court filing fee and the fee for serving the Eviction Action, and other awarded fees or costs. The failure to timely pay Court Ordered Fees or costs is grounds to evict.

   C. In an Eviction Action, MPHA in its sole discretion, may permit a tenant who is otherwise lease compliant, to sign a court approved settlement agreement to pay all Rent that is due and owing and all court, filing and service fees or other awarded fees and costs (fees). For the purpose of this Part, lease non-compliance may be shown by a written warning of a lease violation from MPHA within the last 180 days or a pending or unresolved lease termination notice for cause.

   D. Tenants who are not otherwise lease compliant or who had two prior eviction actions for non-payment of Rent in the last 24 months must pay all rent and fees within eight calendar days of the court hearing.

   E. MPHA may terminate the Lease for cause when a Tenant has had two valid Eviction Actions for non-payment of Rent within four consecutive months or of three valid Eviction Actions for non-payment of Rent in 12 consecutive months. In these Lease terminations, the Tenant may not cure the lease termination or the resulting eviction by paying the Rent or fees. However, if the Tenant is evicted, the Tenant will owe the Rent and fees to MPHA.

   F. After MPHA obtains a Writ of Recovery, the Tenant may cure the Eviction Action by obtaining a court order to quash the Writ as permitted by law and regulation. MPHA may permit a Tenant who is otherwise lease compliant to cure the Eviction Action by paying all Rent and court filing, service and sheriff fees and other court awarded fees and costs that are owing. Even if the court issues an order quashing the Writ, the Tenant is obligated to pay the amount owed, unless the court orders otherwise.

3. **LEASE ADDENDUM AND REPAYMENT AGREEMENTS FOR RETROACTIVE RENT**

A. MPHA will mail or deliver a Retroactive Rent Lease Addendum to the Tenant or the Tenant's unit.

B. If a Tenant disputes the amount of Retroactive (Retro) Rent, MPHA will offer an Informal Settlement Conferences. Before MPHA schedules a Formal Hearing, MPHA may require the Tenant pay the amount of Rent not in dispute as of the first of the preceding month. The Rent may include Monthly or Retroactive Rent that was due in the preceding month. See 24 C.F.R § 966.55 (e)(1).

C. **Retro rent repayment agreement**

1) MPHA will include all Retro Rent due and owing in determining the threshold of $5000.

2) MPHA will offer a repayment agreement if the amount of Retro Rent is $5000 or less. In order to qualify for a repayment agreement when the Retro Rent amount over $5000, but less than $10,000, the Tenant must pay the amount due above the $5000 threshold within 60 days of receiving notice of the balance. If Tenant does so, MPHA will offer a repayment agreement for the remainder of the balance, up to $5000. If the Retro Rent amount exceeds $5000 and is due in part or in total to Tenant's conduct, and the Tenant does not pay the amount over $5000 within 60 days of receiving the notice, MPHA will not offer a repayment agreement and can terminate the lease. If the Retro Rent is not timely paid, MPHA will terminate the lease for non-payment of Rent.

3) If the amount of Retro Rent is $10,000 or more and is due in part or in total to Tenant's conduct, MPHA will terminate the lease for cause regardless of whether the Retro Rent is paid. Cause may include but is not limited to when The Tenant:

   a) did not report or under reported the income;

   b) provided incomplete or inaccurate information or misrepresented any information on an income-reporting document; or

   c) did not inform MPHA in writing that the amount of income on the lease addendum was incorrect.

4) If a Tenant owes less than $5000 in Retro Rent or owes any amount through no fault of the Tenant, MPHA may offer a Retro Rent repayment agreement to the Tenant. If the Tenant does not sign a Formal Repayment Agreement within 30 days after the Retro Rent is due, MPHA will terminate the lease for non-payment of Rent.

5) The repayment agreement may not exceed 24 months without the approval of the Director of Operations.

6) The Formal Repayment Agreement shall state:

   a) reference the section(s) in the lease which were violated and that the Tenant may be subject to a termination of tenancy;

   b) that the Retro Rent is in addition to the Monthly Rent;

c) that the terms of the agreement may be renegotiated if there has been a 25% decrease or increase in the Tenant Family's income;

d) that a late or missed payment is a default of the agreement and may result in termination of tenancy;

e) that all payments shall be rounded to the nearest dollar. The last payment should be the remaining balance on the agreement; and

f) if applicable, Minimum Rent Tenants shall pay the greater of $25 per month or 10% of the Total Tenant Payment that the Tenant should have paid at the time the income was earned.

4. **REVENUE RECAPTURE NOTICE AND HEARING:**

A. Under the Revenue Recapture Act (Minnesota Chapter 270A or as amended) MPHA may collect a debt owed by a former Tenant and set off against the Tenant's state income tax refund or property tax credit or refund or lottery prizes under Minn. Stat. §349A.08 or as otherwise provided by law. This section is intended to comply with the notice and hearing requirements of the Revenue Recapture Act.

B. **Notice to former tenant:**

1) Within five days after MPHA has notified the Commissioner of the Minnesota Department of Revenue under Minn. Stat. §270A.07 subd. 1, MPHA will mail a notice to the Tenant stating that MPHA has the right to offset a debt owed by the Tenant through the Commissioner of the Minnesota Department of Revenue.

2) If the letter is returned to MPHA as undeliverable or if MPHA believes the former Tenant did not receive the notice or that it does not have a current address, MPHA will obtain the last known address from the Commissioner of the Minnesota Department of Revenue and resend the notice if MPHA continues to pursue the claim.

3) The notice will state the basis for MPHA's claim, the dates the debt was incurred and that MPHA intends to request a set off of the refund against the debt.

4) The notice will state that:

a) The debt can be set off against the refund unless the time period allowed by law for the collecting the debt has expired;

b) the former Tenant may be exempt from the Revenue Recapture Program, if the former Tenant was receiving food support, transitional childcare, or transitional medical assistance at the time of recapture; and

c) the former Tenant has the opportunity to request a hearing to contest the validity of the claim and whether proper notice was given.

5) The notice will state that MPHA must receive a written request for the hearing within 45 days of the mailing date of the original notice or resent notice.

6) The 45 day timeframe starts when the Tenant has received the notice. The former Tenant has the burden of showing no notice was received.

C. **Scheduling of the hearing:** If former Tenant timely requests a hearing, MPHA will mail within 10 days from receipt of the request a letter stating the time, date, place and include the Fair Hearing and Due Process information listed below.

D. **Selection of hearing panel:** The Hearing Panel will be three persons appointed by MPHA. A Panel member shall be impartial and shall not be a person or subordinate of the person who was the former Tenant's Property Manager. If a Panel member knows of or has information about the former Tenant, the member must excuse themselves. The hearing will continue with two officers or will be rescheduled at the former Tenant's request.

E. **Fair hearing and due process** (See Hearing Rules Appendix)

1) At least two working days prior to the day of the hearing, the former Tenant may request the opportunity to review any MPHA documents, records or regulations that are relevant to the hearing. The review may not occur on the day of the hearing. The former Tenant may request a copy of any such document at the Tenant's expense.
2) The former Tenant may at their expense select an attorney or other person to be their representative at the hearing who may make statements, present evidence, and question witnesses at the hearing.
3) The hearing shall be private.
4) The former Tenant may present relevant evidence or witnesses to support their position and to controvert MPHA's evidence and may cross-examine MPHA's witnesses.

F. **Hearing procedures**

1) If the former Tenant fails to appear at a scheduled hearing, the Panel may postpone the hearing or may decide that the former Tenant has waived the right to attend the hearing by failing to appear or contact MPHA to reschedule. If the Panel determines that the former Tenant has waived the right to a hearing, the Panel will issue a decision based upon the evidence presented by MPHA.
2) The former Tenant has the burden to show that the former Tenant was receiving food support, transitional childcare, or transitional medical assistance at the time of recapture.
3) MPHA has the burden to show that the former Tenant owes the debt and has not paid the debt.
4) The hearing shall be informal, the rules of evidence do not apply, however oral and documentary evidence shall be relevant. The Panel is in charge of the hearing and shall require all participants to conduct themselves in an orderly fashion. The Panel may exclude any person, including the Tenant, who is disorderly.
5) Either party may make a record of the hearing at their own expense.

G. **Hearing Panel's Decision:**

1) The Panel shall prepare a written decision stating the reasons for the decision shall be based solely upon the evidence presented at the hearing.

2) MPHA in writing will notify the former Tenant, MPHA's representative and the Minnesota Department of Revenue of the Panel's decision within 10 working days.

3) The Panel's decision will be binding on MPHA unless MPHA's Board of Commissioners determines that the decision is contrary to federal, state, or local law or ordinance, HUD regulation or the Annual Contributions Contract between HUD and MPHA.

4) The Board of Commissioners will review the matter within the next two Board Meetings. MPHA will notify the former Tenant of the date of the Board review and will send the Board decision to the Tenant within ten days.

5) The Panel's decision is binding on the former Tenant who may not request another hearing to contest the validity of the debt.

6) The former Tenant may seek judicial review as provided by law.

H. **Administrative expense:** MPHA shall provide the space and administrative services and funds for the Panel.

I. **Reasonable accommodation and VAWA requests:**

1) If the former Tenant asks for reasonable accommodation at the Revenue Recapture Hearing in order to have access to the hearing or asks for reasonable accommodation or VAWA protections related to the reason for the Revenue Recapture, MPHA may reschedule the Revenue Recapture Hearing to give MPHA an opportunity to respond to the reasonable accommodation or VAWA request.

   a) MPHA will notify the Tenant of the decision regarding the reasonable accommodation or VAWA request.

2) If the Tenant does not like MPHA's decision with regard to the reasonable accommodation or VAWA request, the Tenant may request review of the denial. The Tenant must request a hearing in writing within 10 working days from the time MPHA gives or mails the decision to the Tenant. A panel will review the denial of the reasonable accommodation or VAWA request first. Depending on the nature of the request and the hearing panel's decision on the request, the panel may also decide the validity of the debt.

3) The Tenant may not make a reasonable accommodation or VAWA request after the hearing has ended.

## DEATH OF A TENANT VACATE

1. MPHA will attempt to contact the person(s) listed on the emergency contact form or HUD 92006 Supplement to Application for Federally Assisted Housing. Tenants complete this form at the initial lease signing and during the recertification process. MPHA will give unit keys only to the contact person(s) listed on the form or next-of-kin. MPHA reserves the right to change the unit locks or otherwise take measures to secure the unit upon the death of a resident.
2. Emergency Contact or next-of-kin must sign and comply with Intent to Vacate – Next-of-Kin Form, provided by MPHA.
3. If the unit is not vacated on the date agreed upon by the contact person, MPHA will take possession and dispose of personal items left in the unit.
4. If:
   A. reasonable efforts to contact the contact person have failed,
   B. the person contacted does not want to vacate the unit, or
   C. no contact person was provided,

   MPHA will terminate the lease and dispose of the personal items left in the unit in compliance with Minnesota Statutes, including but not limited to Minn. Stat. §§ 504B.265 and 504.271.
5. If the Head of Household dies leaving minor children in the unit and if requested, MPHA may consider a new Head of Household for the unit. The new Head of Household must be eligible for admission like any other applicant.

## LIMITED ENGLISH PROFICIENCY PLAN

1. **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 by making reasonable efforts to provide free language assistance and 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.

2. **DEFINITION OF TERMS:**

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

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

   B. **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.

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

   D. **Language assistance** - Language assistance includes interpretation and translation. MPHA has the sole discretion to determine when the language assistance in the form of interpretation or translation is needed and reasonable. MPHA will periodically review its language assistance program to ensure meaningful access.

   E. **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.

   F. **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:

      1) The number of or proportion of LEP persons eligible to be served or likely to be encountered by MPHA.
      2) 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.

3) 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.

4) 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.

G. **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.

H. **Vital document –** A vital document is one that is critical for ensuring that a LEP person has Meaningful Access.

3. **OFFER OF FREE LANGUAGE ASSISTANCE:**

MPHA staff will take reasonable steps to 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 language assistance in the LEP client's preferred language.

4. **LANGUAGE ASSISTANCE**:

A. **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.

B. **Translation of documents**:

1) Where 5% or 1,000 persons, whichever is less, of MPHA's public housing Tenants, or Section 8 recipients, or applicants to these programs are part of an eligible LEP language group, MPHA will translate the public housing lease and selected documents of vital importance in that language.

2) MPHA's determination to translate vital documents will be on a case by case basis considering the totality of circumstances and the four factors listed under Section B. 6. Meaningful Access. MPHA will also weigh the costs and benefits of translation, the barriers of meaningful translation of technical housing information, and the likely lifespan of the document.

3) 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.

4) 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 the Section 8/Housing Choice Voucher Program and General Counsel.

C. **Formal interpreters**:

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

D. **Informal interpreters**:

1) Informal interpreters may include 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.
2) 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.
3) MPHA may risk noncompliance if it requires, suggests, or encourages a LEP client to use an informal interpreter.
4) If an LEP client prefers an informal interpreter, after MPHA has offered free interpreter services, the informal interpreter may interpret.
5) If an LEP client wants an informal interpreter, MPHA may also have a formal interpreter present.

E. **Outside resources**:

1) Outside Resources may include community volunteers, Minneapolis Highrise Representative Council, City Liaison, and MPHA Tenants or Section 8 participants.
2) Outside Resources may be used for interpretive services at public or informal meetings or events if a timely request has been made.

F. **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.

G. **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 an MPHA program or during a public housing grievance procedure.

H. **Vital document**: A vital document is one that is critical for ensuring that a LEP person has Meaningful Access.

5. **GUIDELINES FOR USING AN INTERPRETER:**

   A. State the purpose of your communication and describe the type of information you may convey.

   B. Enunciate your words and avoid contractions such as "can't" which can be easily misunderstood. Instead say, "cannot."

   C. Speak in short sentences, expressing one idea at a time and allow the information to be interpreted.

   D. 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."

   E. Speak to the LEP client and not to the interpreter.

   F. Avoid using slang and acronyms such as MFIP. If you must do so, please explain their meaning.

   G. Provide brief explanations of technical terms or terms of art, such as recertification, income disregard and Minimum Rent.

   H. 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.

   I. 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.

   J. Be patient and thank the interpreter.

6. **NOTICE OF FREE LANGUAGE ASSISTANCE FOR MPHA BUSINESS:**

   **MPHA will provide notice of free Language Assistance as follows:**

   A. Applications for public housing will request applicants to indicate if they are LEP and need free language assistance for MPHA business.

   B. Any letter informing clients about recertification will state that clients may contact their eligibility technician to request free language assistance for MPHA business.

   C. Each denial to public housing and lease termination to an LEP client will state that the client may contact MPHA for free language assistance about the action taken.

   D. The public housing monthly rental statement will state that a Tenant may contact their property manager for free language assistance for MPHA business.

   E. On other occasions as determined by MPHA which may include documents informing persons about how to apply for MPHA programs.

7. **PRIVATE AND CONFIDENTIAL DATA:**

   A. **MPHA staff interpreters -** Federal and state law requires MPHA to protect private or confidential data.

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

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

8. **<u>COLLECTION OF LANGUAGE INFORMATION</u>:**
    - A. The application for public housing shall ask the LEP client to identify their language.
    - B. MPHA will enter a client's language on the tracking software for public housing.
9. **<u>MPHA STAFF TRAINING</u>:**
    - A. MPHA will designate a staff member as LEP Coordinator, responsible for ongoing updates of the LEP analysis, addressing staff and public questions and issues related to LEP matters, and providing ongoing LEP training.
    - B. MPHA will make the LEP Plan available to staff.
    - C. MPHA will inform new employees in the New Employee Orientation of MPHA's duty to offer free language assistance in compliance with federal requirements.
    - D. MPHA Staff who have ongoing contact with LEP clients will attend LEP training.
        - 1) 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
            - d) Identity of the LEP Manager, bilingual staff, and contract interpreters.
        - 2) MPHA will make a language identification flashcard available to staff.
10. **<u>MONITORING</u>:**

    Periodically, the MPHA LEP Manager will review and revise the LEP Plan. The review will include:
    - A. A summary report from the tracking software of the number of MPHA clients who are LEP.
    - B. A summary report from the tracking software listing the languages used by LEP clients.
    - C. 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.
11. **<u>LEP PLAN DISTRIBUTION AND PUBLIC POSTING</u>:**

    The LEP Plan will be:
    - A. Distributed to all MPHA supervisors.
    - B. Available in MPHA Management Offices and the Section 8 Department.
    - C. Posted on MPHA's website, mphaonline.org.
12. **<u>CONFLICT AND SCOPE</u>**
    - A. 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.

## REASONABLE ACCOMMODATION POLICY

1. **PURPOSE**

The purpose of this policy is to assist Minneapolis Public Housing Authority (MPHA) staff in providing reasonable accommodations to its applicants, public housing Tenants, Section 8 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. **NON-DISCRIMINATION STATEMENT**

A. 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.

B. MPHA shall not discriminate or retaliate against an applicant, public housing Tenant, Section 8 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.

C. By means of 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.

D. MPHA Director of Operations is designated MPHA's Section 504/ADA Coordinator.

3. **DISABILITY**

A. A person with a disability is one who:

1) 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;

2) Has a record of such impairment; or

3) Is regarded as having such impairment.

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

1) Sexual behavior disorders such as transvestitism, pedophilia, exhibitionism, and voyeurism.

2) Compulsive gamblers, kleptomaniacs, or pyromaniacs.

3) Homosexuality, bisexuality, gender disorders and transsexual conduct

C. 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.

D. Under 24 CFR § 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 dependence.

4. **MAJOR LIFE ACTIVITY**

A. Includes but is not limited to caring for oneself, doing manual tasks, walking, seeing, sleeping, hearing, speaking, breathing, learning, and working.

5. **MENTAL AND PHYSICAL IMPAIRMENTS**

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

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

C. 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.

6. **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.

7. **ESSENTIAL ELIGIBILITY REQUIREMENTS**

A. Include but are not limited to:

1) stated eligibility requirements like income;

2) compliance with selection criteria;

3) timely payment of financial obligations;

4) care of premises;

5) no disqualifying criminal or drug activities;

6) respect for the rights of others;

7) explicit or implicit requirements inherent to the program or activity; and

8) compliance with all obligations of occupancy with or without supportive services provided by persons other than MPHA.

B. A person may request 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.

8. **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.

9. **UNDUE HARDSHIP**

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

10. **REASONABLE ACCOMMODATION**

A. Need for a Reasonable Accommodation and Nexus Between the Disability and Accommodation

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

The person with the disability has the burden of showing 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 lease or the program requiring the person to accept such services. MPHA may evict or deny admission to the program if the rejection of the services results in conduct that violates the lease or program. For example, MPHA may not evict a Tenant for not taking a medication but may evict the Tenant for conduct resulting in serious or repeated lease violations resulting from not taking the medication.

B. The requesting party, applicant, or Tenant 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. Thus, three key elements are necessity, equal opportunity, and reasonableness.

C. **REASONS TO DENY AN ACCOMMODATION**

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

a) the accommodation would impose an undue financial and administrative burden;

b) the accommodation will fundamentally change the nature of the program;

c) the accommodation would pose a direct threat to others;

d) the accommodation will create an unsafe condition;

e) the accommodation would result in substantial physical damage to MPHA's property or the property of others;

f) the person cannot meet the essential eligibility requirements;

g) the request is not a request for a reasonable accommodation;

h) there is a lack of documentation of the disability;

i) the documentation of the disability lacks credibility or foundation;

j) 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;

k) the request is based upon a personal preference;

l) in the case of extra bedrooms or space that the person is not using the space for the intended reasonable accommodation; or

m) other reasons as provided by law or regulation.

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

E. MPHA may also deny a request for reasonable accommodation if the person does not show a necessity, an equal opportunity and reasonableness as stated in Section 10. B. above.

11. **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 people. MPHA is not required to provide devices that are of a personal nature or that are prescribed for personal use or study.

12. **APPLICANTS FOR PUBLIC HOUSING**

A. 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 reasonable accommodation. MPHA shall not assume that a person has a disability.

B. 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.

C. If an applicant requests reasonable accommodation, the applicant has the burden of showing that the accommodation is likely to enable the applicant to comply with the lease and that the applicant will accept necessary assistance. MPHA cannot amend the lease or program to require the person to accept such services but may evict or deny admission if the rejection of the services results in conduct that violates the lease or program.

D. With or without reasonable accommodation, the applicant shall complete the application process, meet eligibility criteria, and shall follow the lease.

13. **PROCESS FOR REQUESTING REASONABLE ACCOMMODATION**

An applicant or an applicant's representative should submit a request for reasonable accommodation to the Manager of the Leasing, Occupancy and Compliance Department and not to a Hearing Panel.

A. A Tenant or Tenant's representative shall give a request for reasonable accommodation to their Property Manager and not to a Hearing Panel.

B. MPHA will process the request and if necessary, investigate or obtain additional information.

C. Within 30 days after receipt of the request, MPHA will inform the applicant or Tenant of a denial, approval, or the need for ongoing investigation.

D. If MPHA denies the request, MPHA will offer the grievance procedure in compliance with the Requirement for Admission for applicants and the Tenant Grievance Procedures for Tenants.

14. **PHYSICAL ACCESSIBILITY**

A. 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 accommodation, cost, the size of MPHA's overall housing business, number of units, type of units, budget, expenses, and ability to recoup the cost.

B. Alterations in new construction shall comply with federal and state law and regulations. MPHA will comply with Section 10. A. in determining whether to grant physical accommodation. If physical accommodation is unreasonable, MPHA may provide for program access at a different accessible location.

15. **BARRIER-FREE UNITS**

It is MPHA's goal to provide barrier-free units for persons with mobility-impairments of at least 5% of the total number of the units in each project as follows:

A. In new construction 5% of the units will be barrier free and an additional 2% will be accessible for the hearing or sight impaired. MPHA will comply with accessibility standards as provided by the Uniform Federal Accessibility Standards, 24 C.F.R. § 40, Appendix A, and the Americans with Disabilities Act Accessibility Guidelines.

B. If the rehabilitation of existing projects is 75% or more of the replacement cost of the completed facility, 5% of the units will be barrier free and as needed, equipment for the hearing or sight impaired will be installed.

C. Alteration work in a dwelling unit that does not exceed 75% of the replacement cost of the completed facility, but is substantial in nature as determined by MPHA, will include the conversion of 5% of the units to barrier free at the time of construction.

D. Buildings receiving modernization work resulting in substantial work in the units which does not exceed 75% of the cost of the unit and with existing programs that service the disabled or frail elderly, the number of handicapped units may exceed 5% at MPHA's discretion.

E. Consistent with the provisions of this policy, barrier free units may be created to meet the specific needs of a Tenant in a building.

16. **ACCESSIBLE UNITS FOR HEARING AND SIGHT IMPAIRED**

MPHA will modify units to reasonably accommodate Tenants with hearing or sight impairments consistent with the provisions of this policy.

17. **BARRIER-FREE COMMON AREAS AND NON-DWELLING AREAS**

It is MPHA's goal to achieve barrier free common areas and non-dwelling sites. Non-dwelling areas within a building, which are not accessible, will be modified to meet accessibility requirements when the building undergoes comprehensive modernization or when making a reasonable accommodation.

18. **ASSISTANCE ANIMALS**

A. The requesting party, applicant or Tenant with a qualified disability may request an assistance animal, if such animal is necessary as a reasonable accommodation for their disabilities.

B. The requesting party, applicant or Tenant has the burden to show that the assistance animal is necessary to afford the individual an equal opportunity to use and enjoy a dwelling or to participate in the housing service or program. Further, there must be a relationship, or nexus, between the individual's disability and the assistance the animal provided.

C. MPHA may request the individual to submit reliable documentation of a disability or their disability-related need for an assistance animal if not obvious.

D. Assistance animals must be registered and follow the provisions of the Pet Policy (See the Pet Policy), except no pet deposit will be charged. Breed, size, and weight limitations will not be applied to assistance animals. MPHA may deny access to an assistance animal that poses a direct threat to the health and safety of others or causes substantial physical damage to the building, unit, or property of others that cannot be eliminated or reduced by a reasonable modification of other policies, practices, or procedures.

19. **TENANT TRANSFER TO ANOTHER UNIT**

A. When MPHA determines that a transfer is appropriate as a reasonable accommodation to a person with a disability, MPHA will offer one suitable unit to the Tenant. If MPHA determines that the refusal is not caused by the disability, MPHA will cancel the transfer.

B. MPHA will offer a transfer or modification to a Tenant in the priority listed below.

   1) First, if available, MPHA will offer the Tenant a unit in the same project.

   2) Second, if available, MPHA will offer the Tenant a unit in any building. If a unit is not available, the Tenant will be placed on a waiting list for a reasonable period of time.

   3) Third, MPHA may modify the Tenant's current unit consistent with the provisions of this policy.

4) Fourth, MPHA will offer the Tenant a Section 8 voucher.

C. MPHA will not transfer a Tenant under this policy when a lease termination is pending for a reason unrelated to the disability.

20. **DISABLED APPLICANTS ON THE WAITING LIST**

A. MPHA will offer a unit to a disabled applicant who is qualified and needs a modified unit in the priority listed below:

1) When the qualified applicant is on the waiting list and when an appropriate modified unit is available and no Tenant in the building needs the features of the unit.

2) When a qualified applicant is at the top of the waiting list, and an appropriate modified unit is not available, MPHA may modify a unit consistent with the provisions of this policy.

3) If an appropriate modified unit becomes available and no disabled applicant is on the waiting list and no Tenant in the building needs the modified unit, the unit will be offered to the next qualified applicant on the waiting list. However, if the modified unit is needed for a disabled applicant or Tenant, the occupant in the unit shall vacate and transfer to another unit. The transferred Tenant is entitled to due process.

21. **PROGRAM ACCESSIBILITY**

MPHA will provide reasonable accommodation 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.

22. **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.

B. 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 Tenant 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.

C. A disabled person is required to show documentation of the disability and the need for the accommodation. Without such documentation, MPHA need not offer 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.

23. **GRIEVANCES**

If MPHA denies a request for reasonable accommodation MPHA will offer the person, the opportunity to request the grievance procedure as provided in the grievance procedures as explained in the SOP or Section 8 Program Administrative Plan.

24. **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.

## VIOLENCE AGAINST WOMEN ACT POLICY

1. **PURPOSE**

The purpose of this Policy is to reduce Domestic Violence, Dating Violence, Sexual Assault and Stalking and to prevent homelessness resulting from such acts 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 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 2022 (VAWA) to its applicants, public housing Tenants, Section 8 participants, and other program participants.

2. **MISSION STATEMENT**

MPHA's policy is to comply with VAWA with implementing regulations at 24 CRF Part 5, Subpart L. 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 is incorporated into MPHA's "Statement of Policies Governing Admission to Continuing Occupancy of Low Rent Housing" and applies to all MPHA housing programs including the Family Self Sufficiency Program and Housing Counseling Programs.

3. **DEFINITIONS**

The definitions in this Section apply only to this Policy.

A. **AFFILIATED INDIVIDUAL:** A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual), or any individual, tenant, or lawful occupant living in the household of that individual.

B. **CONFIDENTIALITY:** Means that MPHA will not enter information provided to MPHA under 4.F. into a shared database or provide this information to any related entity except as stated in 4.G.

C. **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. 24 CFR § 5.2003.

D. **DOMESTIC VIOLENCE**: A felony or misdemeanor crime committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of Minnesota and, in the case of victim services, includes the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who—

1) is a current or former spouse or intimate partner of the victim, or person similarly situated to a spouse of the victim;
2) is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
3) shares a child in common with the victim; or
4) commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of Minnesota.

E. **ECONOMIC ABUSE:** Behavior that is coercive, deceptive, or unreasonably controls or restrains a person's ability to acquire, use, or maintain economic resources to which they are entitled, including using coercion, fraud, or manipulation to—

1) restrict a person's access to money, assets, credit, or financial information;
2) unfairly use a person's personal economic resources, including money, assets, and credit, for one's own advantage; or
3) exert undue influence over a person's financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or failing or neglecting to act in the best interests of a person to whom one has a fiduciary duty.

F. **IMMEDIATELY AVAILABLE UNIT:** For the purposes of a VAWA Emergency Transfer, an immediately available unit means the first suitable, appropriate, and vacant unit that is available to transfer the victim into upon approval of the VAWA emergency transfer request.

G. **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.

H. **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 or intimate partners, parent and child, persons with children in common, persons related by blood, persons who are residing in or have resided together, or persons in a significant romantic relationship.

I. **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.

J. **STALKING**: Engaging in a course of conduct directed at a specific person which the Perpetrator knows or has reason to know would cause a reasonable person under the circumstances to: (1) feel frightened, threatened, oppressed, persecuted, or intimidated; (2) fear for the person's individual safety or the safety or others; or (3) suffer substantial emotional distress regardless of the relationship between the Perpetrator and the victim. 24 CRF § 5.2003. Stalking is also defined in Minn. Stat. § 609.749.

K. **TECHNOLOGICAL ABUSE:** An act or pattern of behavior that occurs within domestic violence, sexual assault, dating violence or stalking and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor, except as otherwise permitted by law, another person, that occurs using any form of technology, including but not limited to: internet enabled devices, online spaces and platforms, computers, mobile devices, cameras and imaging programs, apps, location tracking devices, or communication technologies, or any other emerging technologies.

L. **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.F. or as requested by MPHA.

4. **CERTIFICATION AND CONFIDENTIALITY**

A. **Certification**

1) MPHA May Request Certification. If an applicant or Tenant claims protection under VAWA due to 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. The applicant or Tenant can choose the form of documentation to submit from the acceptable forms of certification listed below. If the person does not deliver this certification within the time period allowed (see 4.F. below), they will lose the legal protections provided by VAWA.

2) Acceptable forms of certification: There are four ways to comply with a certification request by MPHA:

   a) Complete a certification form approved by HUD (Form HUD-5382 or other approved form, which is available in multiple languages at www.hud.gov/hudclips); or

   b) Provide a corroborating record from a Federal, State, tribal, territorial, or local law enforcement agency (e.g. police), court, or administrative agency;

   c) 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, sexual assault, or stalking, or the effects of abuse that specifies under penalty of perjury that the professional believes in the occurrence of the incident of domestic violence, dating violence, sexual assault, or stalking occurred and is grounds for protection; or

   d) Self-Certification.

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

4) Time limit**:** The applicant or Tenant must deliver certification in one of the three ways listed in 4.B above, within the time period set forth in this section.

5) Conflicting information**:** If MPHA receives documentation under this Section that contains conflicting information, MPHA may, within its own discretion, require the Victim to submit additional third-party documentation, as described in Part 4.B.2,

4.B.3, or 4.B.4 above, within 30 calendar days after the Victim receives a written request for third party documentation.

B. **<u>Failure to provide certification</u>:** The person shall provide complete and accurate certifications to MPHA and 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 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 may take action to deny or terminate participation or tenancy under: 42 U. S. C. § 1437 d (l) (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); 42 U. S. C. § 1437f (o)(20), or for other good cause.

C. **<u>Confidentiality</u>**

MPHA 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:

1) the Victim requests or consents to the disclosure in writing;
2) the disclosure is required for:
3) eviction from public housing under 42 U. S. C. § 1437 d (l) (5) & (6) (See Section 5 in this Policy);
4) 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 G in this Policy); or
5) the disclosure is required by applicable law.

D. **<u>Compliance not sufficient to constitute evidence of unreasonable act</u>:**

MPHA or manager's compliance with Sections 4.A and 4.B. alone shall not be sufficient to show evidence of an unreasonable act or omission by them.

5. **<u>APPROPRIATE BASIS FOR DENIAL OF ADMISSION, ASSISTANCE OR TENANCY</u>:**

A. 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.

B. 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.

C. 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 an Affiliated Individual of the Tenant's family is the Victim of that Domestic Violence, Dating Violence, Sexual Assault or Stalking.

D. Notwithstanding Sections 5.A., 5.B., and 5.C. MPHA 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. A lease bifurcation shall be carried out in accordance with the requirements and procedures prescribed by Federal, State, or local law for evictions or termination of assistance.

If the Perpetrator was the sole tenant eligible to receive assistance, MPHA shall permit the remaining tenants or participants 90 calendar days from the date of the bifurcation of the lease or until the end of the lease, whichever is shorter, to establish eligibility for the housing program, to establish eligibility under another covered housing program, or to find alternative housing. MPHA may, at its sole discretion, allow remaining tenants or participants an additional 60 calendar days. 42 U.S.C. §1437 (l)(6)(B); 42 U.S.C. §1437 f (c)(9) (C)ii

E. Nothing in Sections 5.A., 5.B., and 5.C. shall limit the authority of MPHA 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. 42 U.S.C. § 1437d(l)(6)(C); 42 U.S.C. § 1437f(c)(9)(C)(iii)

F. Nothing in Sections 5.A., 5.B., and 5.C. limits MPHA 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. 42 U.S.C. § 1437d(l)(6)(D); 42 U.S.C. § 1437f(c)(9)(C)(iv).

G. Nothing in Sections 5.A., 5.B., and 5.C. limits MPHA or manager's authority to evict or terminate assistance, or deny admission to a program if MPHA or manager can show an actual and imminent threat to other Tenants, neighbors, their employees, persons providing service to the property if the Tenant family is not evicted or terminated from assistance or denied admission and only when no other actions can be taken to reduce or eliminate the threat.

H. Nothing in Sections 5.A., 5.B., or 5.C. limits MPHA or manager's authority to terminate assistance or evict individuals who engage in criminal acts including but not limited to acts of physical violence against family members or others.

I. A public housing Tenant who wants a transfer to protect their health or safety and who:

1) is Victim under this Policy; and
2) reasonably believes he or she was imminently threatened by harm from further violence if he or she remains in the unit; or
3) was the victim of a sexual assault that occurred on the premises within 90-calendar days preceding the request, may transfer to another MPHA unit or as necessary and appropriate, may be offered a Housing Choice Voucher. (See 10.0 below).

6. **<u>HEALTH, SAFETY AND THE RIGHT TO PEACEFUL ENJOYMENT OF THE PREMISES</u>:**

MPHA may evict, terminate assistance, deny admission to a program, or trespass a Perpetrator from its property under this Policy.

7. **NOTICE TO APPLICANTS, PARTICIPANTS, TENANTS AND SECTION 8 MANAGERS AND OWNERS:**

MPHA shall provide notice to applicants, participants, and Tenants of their rights and obligations under VAWA by providing the notice form approved by HUD (Form HUD-5380) and certification form (Form HUD-5382) when:

A. an applicant is denied assistance or admission;

B. an applicant is admitted into housing or given assistance; and

C. a Tenant or Participant is sent a notification of eviction or termination of assistance.

8. **GRIEVANCE PROCEDURE:**

If MPHA denies a Tenant's request for VAWA certification, the Tenant has the opportunity to request the grievance procedure as explained in the SOP. However, the Tenant may not request the grievance procedure to contest the denial of VAWA certification if the Tenant did not return a complete and accurate certification within the 14 or 17-day period.

9. **PREFERENCES:**

Families who are Victims under VAWA and are Involuntarily Displaced will receive a preference in MPHA's public housing and housing assistance programs. See the Preferences. Families who have been Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking shall provide:

A. A certified form approved by HUD (Form HUD-5382 or other approved form); or

B. a corroborating report from a Federal, State, tribal, territorial, or local law enforcement agency (e.g. police), court, or administrative agency;

C. a document signed by the Victim and signed by an employee, agent, or volunteer of a victim services provider, an attorney, or a medical professional, or a mental health professional from whom the Victim sought assistance in addressing the domestic violence, dating violence, or stalking; or

D. self-certification by the person claiming to be a Victim within the protection of VAWA. The Victim can choose which of these acceptable forms of documentation to submit.

10. **EMERGENCY TRANSFERS:**

A. A public housing tenant (including but not limited to Elderly Designated Housing tenants) who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer from the tenant's current unit to another. MPHA shall grant such request, depending upon a preliminary determination that the tenant is or has been a victim of domestic assault, dating violence, sexual assault, or stalking and on the availability of another safe unit. Emergency transfers are the highest priority transfers available, meaning MPHA will offer to place a VAWA emergency transfer in the first immediately available appropriate unit. MHOP tenants may request an emergency transfer from their current unit to another vacant MHOP unit. MPHA's Emergency Transfer policy will be available at all MPHA buildings upon request from the Property Manager.

B. **Emergency transfer request documentation.** To request an emergency transfer, a tenant must establish Victim status as set forth in 4.B. of this Policy. The tenant must also complete the emergency transfer certification form approved by HUD (Form HUD-5383, which is available in multiple languages upon request) or otherwise submit a written request that contains either a statement expressing that the tenant reasonable believes that there is a threat of imminent harm from further violence if the tenant were to remain in the unit, or a statement that the tenant was a sexual assault victim and that the sexual assault occurred on the Premises within the past 90 calendar days.

C. **Confidentiality.** Section 4.C. of the VAWA Policy shall apply to any information the tenant submits in requesting an emergency transfer and information about the emergency transfer.

D. **Timing and availability.** While MPHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request, MPHA will act as quickly as possible to move a victim of domestic violence, dating violence, sexual assault, or stalking.

1) MPHA will first offer an internal transfer to qualified victims. An internal transfer is a move of a tenant to another unit assisted under the same program where the tenant would not be categorized as a new applicant.

2) One immediately available appropriate unit will be offered.

   a) If a tenant reasonably believes that a proposed offer would not be safe, the tenant may request a transfer to a different unit. However,

   b) if the offer is refused for reasons unrelated to the VAWA, another unit will not be offered.

3) MPHA will waive transfer fees and holdover fees for VAWA emergency transfers if the holdover is related to the VAWA crime(s) experienced by the victim.

4) If MPHA has no immediately available units, MPHA may, as necessary and appropriate, assist with an external transfer to another unit or form of assistance where the tenant would be categorized as a new applicant, including a Housing Choice Voucher.

   However, MPHA may not be able to complete the transfer if the tenant has not or cannot establish eligibility for that unit or assistance. The emergency transfer requirements do not supersede any eligibility or occupancy requirements that may apply. When assisting with an external transfer, MPHA will work with other covered housing providers as necessary to facilitate the move, including but not limited to, providing MPHA admissions documentation upon consent of the victim, and providing tenant with information regarding organizations to assist victims of domestic violence, dating violence, sexual assault, and stalking.

E. **Safety and Security of Tenants.** It is MPHA's policy to cooperate with organizations and entities, both private and governmental, that provide shelter and/or services for victims of domestic violence, dating violence, sexual assault, or stalking. Victims are urged to take all reasonable precautions to be safe. MPHA staff will also endeavor to refer a victim to providers of shelters and/or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring MPHA either to maintain a relationship with any particular provider or to make referrals in any particular case.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter for assistance in creating a safety plan. For persons with hearing impairments, the hotline can be accessed by calling 1-800-878-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's Sexual Abuse Hotline at 800-656-HOPE or visit the online hotline at https://ohl.rainn.org/online/.

G. **Local organizations in Hennepin County offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.**
The list of agencies on the following page is maintained on the website of Violence Free Minnesota – http://www.vfmn.org

H. **Tracking emergency transfer requests.** MPHA shall keep a record of all emergency transfers requested under this Section and the outcomes of such requests for a period of three years. This information will also be reported to HUD as required.

**360 Communities/Lewis House**
Business Line: (952) 985-5300
Business Line: (651) 452-7288
Business Line: (651) 437-1291/TTY
Crisis Line: (800) 336-7233
www.360communities.org

**Asian Women United of MN**
Business Line: (612) 724-0756
Crisis Line: (612) 724-8823
www.awum.org

**The Aurora Center for Advocacy & Education**
Business Line: (612) 626-2929
Crisis Line: (612) 626-9111
www.umn.edu

**Esperanza United**
Business Line: (651) 646-5553
Crisis Line: (651) 772-1611
www.esperanzaunited.org

**Community University Health Care Center**
Business Line: (612) 301-3433
www.cuhcc.umn.edu

**Comunidades Latinas Unidas En Servicios (CLUES)**
Business Line: (612) 746-3500
www.clues.org

**Cornerstone Advocacy Center**
Business Line: (952) 884-0376
Crisis Line: (866) 223-1111
www.cornerstonemn.org

**Division of Indian Work**
Business Line: (612) 722-8722
www.diw-mn.org

**Domestic Abuse Project**
Business Line: (612) 874-7063
Crisis Line: (612) 874-7063
www.domesticabuseproject.org

**East Side Neighborhood Services**
Business Line: (612) 781-6011
www.esns.org

**Global Rights for Women**
Business Line: (612) 371-3204
www.globalrightsforwomen.org

**Indigenous Women's Life Net**
Business Line: (612) 879-1784
www.maicnet.org/project/indigenous-womens-life-net

**Minnesota Indian Women's Resource Center**
Business Line: (612) 728-2000
www.miwrc.org

**Missions, Inc. Program / Home Free**
Business Line: (763) 559-1883
Crisis Line: (763) 559-4945
www.missionsinc.org

**Oasis of Love**
Business Line: (612) 529-6055
Crisis Line: (612) 529-6055
www.oasisofloveinc.org

**OutFront Minnesota**
Business Line: (612) 822-0127
Crisis Line: (612) 822-0127 option 3
www.outfront.org/

**Phumulani**
Business Line: (612) 251-9421

**Safe Journey at North Memorial**
Business Line: (763) 581-3942
Crisis Line: (763) 581-3940
northmemorial.com

**SEWA-AIFW (Asian Indian Family Wellness)**
Business Line: (952) 912-9100
Crisis Line: (952) 912-9100
www.sewa-aifw.org

**Sexual Violence Center**
Business Line: (952) 448-5425
Crisis Line: (612) 871-5111
www.sexualviolencecenter.org

**Sojourner Project**
Business Line: (952) 933-7433
Crisis Line: (952) 933-7422
www.sojournerproject.org

**Tubman**
Business Line: (651) 825-3333
Crisis Line: (612) 825-0000
www.tubman.org

**Tubman Chrysalis Center**
Business Line: (612) 871-0118
Crisis Line: (612) 825-0000
www.tubman.org

**Women's Advocates**
Business Line: (651) 227-9966
Crisis Line: (651) 227-8284
www.wadvocates.org

**Women of Nations**
Business Line: (651) 251-1605
Crisis Line: (651) 222-5836
women-of-nations.org

11. **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. **<u>CONFLICT AND SCOPE</u>**: 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 such as its Statement of Policies or Section 8 Administration Plan, this Policy will control.
13. **<u>PROHIBITATION ON RETALIATION:</u>** MPHA and housing owners or managers under covered housing programs shall not discriminate against any person that has opposed any act made unlawful by VAWA or because the person testified, assisted, or participated in any related matter. In addition, those entities may not "coerce, intimidate, threaten, interfere with, or retaliate against any person who exercises or assists or encourages a person to exercise any rights or protections" under VAWA.

## COMMUNITY SPACE USE POLICY

1. **PURPOSE**:

   Minneapolis Public Housing Authority (MPHA) established this Policy to facilitate the fair and safe use of Common Areas and Community Equipment in MPHA highrises. This Policy is part of the Lease.

2. **MISSION STATEMENT**:

   The Common Areas are available to tenants and Signed Users to engage in activities permitted under this Policy and in compliance with the lease.

   A Tenant, Tenant Guest, or Signed User may not be denied use of a Common Area because of race, color, creed, religion, national origin or ancestry, financial status, sex, sexual orientation, public assistance status, veteran status, marital status, disability, age, political or other affiliation.

   To encourage a variety of activities and wide tenant participation, MPHA may modify hours of operation or limit repetitive activities, activities that interfere with others' health, safety, or right to peaceful enjoyment of the premises, or activities that result in the exclusive use of the area or a portion of the area.

3. **DEFINITIONS:**

   The definitions in this Section apply only to this Policy.

   A. **Common areas:** Shared areas including entryways, hallways, stairwells, balconies, lobbies, lounges, laundry rooms, parking lots, patios or lawns, Community Rooms, craft rooms, kitchens, certain storage rooms, club rooms, rest rooms and other similar shared areas. Each highrise may have different Common Areas.

   B. **Community equipment:** Appliances, fixtures, flooring, window treatments, utensils, televisions, DVD players, other electronic devices, chairs, tables, lamps, and any other MPHA property in a Common Area.

   C. **Community room**: Is a room(s) designated by MPHA as a Community Room which is available to Tenants during hours of operation and may be scheduled for exclusive use of permitted activities. A Community Room may include but is not limited to craft rooms, kitchens, TV rooms, libraries, and classrooms.

   D. **Damage deposit:** Sum of money paid to MPHA to assure the room is returned to the condition of prior to the event or use of the Community Room.

   E. **Fee activity:** Activity where fees are charged for participation.

   F. **Guest:** A person who is on the premises with a Tenant's implied or express consent.

   G. **Heat wave:** When the outdoor temperature or heat index is 90° at 3:00 p.m. and the temperature is not forecast to go below 80° overnight.

   H. **Repeat user**: A Signed User who is scheduled more than 12 times per calendar year.

   I. **Signed user:** A person or entity that has MPHA's written approval for the exclusive use of a Common Area and has completed and signed all documents required by the MPHA.

   J. **Space use permit request form:** A form when approved by MPHA permits a Signed User the exclusive use of a Common Area.

K. **Tenant:** A person who has a current MPHA lease. A person is only a Tenant at the building where they reside.

4. **COMMUNITY ROOM HOURS OF OPERATION:**

A Community Room is available for use from 8:00 a.m. until midnight unless there is a Heat Wave. Unless scheduled by a Signed User, the Community Room is open to all Tenants. MPHA may modify hours of operation or limit repetitive activities, activities that interfere with others' health, safety or right to peaceful enjoyment of the premises or activities that result in the exclusive use of the area or a portion of the area.

5. **TELEVISION USE IN COMMON AREAS:**

Televisions, stereos, and other electronic equipment with volume shall be operated at reasonable volumes at all times and at lower volumes between 10:00 p.m. and 8:00 a.m. in the Common Areas.

6. **SAFE AND SANITARY USE OF FLOOR SPACE:**

Only clean, sanitary and pest free equipment is allowed in the Common Areas. Personal equipment or other equipment not owned by MPHA including but not limited to floor mats, yoga mats, blankets, pillows, sleeping bags and carpets will not be stored in a Common Area.

At all times, the use of furniture, floor mats, fixtures and other similar equipment shall permit 36-inch aisles and walkways to allow safe ingress and egress and the safe passage and use of wheelchairs, walkers, and other mobility aids within the room.

7. **CODE OF CONDUCT:**

All Common Area activities will comply with the lease and promote the health, safety, and peaceful enjoyment of the premises. The following procedures include but are not limited to:

A. No disruptive or loud activity or any other activity which adversely interferes with other permissible Common Area activity;

B. Televisions, stereos, and other electronic equipment with volume shall be operated at reasonable volumes at all times and at lower volumes between 10:00 p.m. and 8:00 a.m.;

C. The Tenant who gave the original consent for a Guest to be on the premises must accompany their Guest at all times except for when the Guest is going to and from the Tenant's unit and the entry door. Violation of this clause will be grounds for the trespass of the Guest and may jeopardize the Tenant's lease;

D. Tenants may have up to five guests in a non-scheduled Community Room. MPHA may reduce the number of guests allowed during non-scheduled times to ensure the right of peaceful enjoyment of the Community Room by all Tenants. Residents Councils may also vote to limit the number of guests in the Community Room.

E. No body washing other than hands;

F. No sleeping or napping;

G. No pornographic, offensive, or degrading TV shows, magazines, movies, music, or video games;

H. No activity in violation of local, state, or federal law and regulations and ordinances;

I. No gambling in any form;

J. No possession or use of alcoholic beverages or illegal drugs; and

K. All activities and conduct shall comply with the lease.

8. **DAMAGES TO COMMUNITY ROOMS**:

A. The Signed User will be responsible for damage to MPHA property, clean-up expenses and repairs or replacement of Community Equipment. The charge will be placed on the Tenant's account.

B. A non-tenant Signed User will pay a refundable Damage Deposit of $300.00. The deposit must be made by check or money order, which will be returned if the Community Space is returned in good condition (see Section 15.0 - Community Space Use Clean-Up).

C. The cost of repairs and clean-up will be taken from the deposit before any refund is given. Damages and clean-up expenses that exceed the Damage Deposit will be billed to the non-tenant Signed User.

9. **MINNEAPOLIS PUBLIC HOUSING AUTHORITY RESPONSIBILITIES**:

A. MPHA will designate at least one space in each highrise as a Community Room.

B. MPHA will maintain Common Areas in compliance with the lease.

C. Property Management will negotiate space use or service agreements for Repeat Users and will notify the Resident Council.

D. MPHA building management will do the following:

1) Schedule the use of Community Rooms and equipment;
2) Refer requests for space use by vendors/providers and other Repeat Users to the Regional Property Manager;
3) Notify the Resident Council or its officers of any space use request;
4) Process completed and approved space use permits;
5) Maintain and post scheduled use on a master calendar;
6) Arrange for key use;
7) Monitor use of space in accordance with this Policy; and
8) Collect and return the Damage Deposit.

10. **REQUESTS FOR MPHA MAINTENANCE STAFF**:

If needed, the MPHA maintenance staff will set up and take down tables for regular Resident Council functions. To request service, a Resident Council officer shall request a work order at least one week in advance of the scheduled event and during business hours by calling Work Orders at 612-342-1585. MPHA maintenance staff will not provide such service after normal working hours.

11. **SIGNED USER'S EXCLUSIVE USE OF A COMMUNITY ROOM**:

A. **Indemnification**:

All Signed Users shall defend, indemnify, and hold MPHA, its officers, directors, employees and agents, successors and assigns harmless from any claims, damages, liabilities, costs, or expenses arising out of the Signed User's and any attendee's use of a Community Room or equipment. MPHA may require a Repeat User to provide liability insurance in the amount of $1.5 million naming MPHA as an additional insured on the liability insurance policy.

B. **Service agreement**:

A Signed User who provides educational or service programs to MPHA Tenants shall have a current service agreement with MPHA and valid insurance.

C. **Space use request form**:

1) A Signed User must complete and submit a Space Use Request Form (see attachment #1) and submit it to MPHA building management at least two weeks prior to the date of requested use of the Community Room.

2) Regularly scheduled activities of the Resident Council and service providers who have a service agreement with MPHA are exempt from this requirement. These regularly scheduled activities will remain on the Master Calendar.

D. **Community rooms signed use requirements**:

1) Community Rooms available for Signed Users are available from 8:00 a.m. until 10:00 p.m. and for no more than 6 hours per day. MPHA may make exceptions for resident council activities.

2) Signed Users shall submit their request to building management at least two weeks prior to the use. The request must detail the activities planned. Management will timely respond to the request.

3) MPHA building management or its designee will conduct a mandatory pre-event Inspection and meeting with the Signed User to review the rules for using the space and equipment. No activity will take place without the Inspection and meeting.

4) The keys for the Community Room must be obtained from building management at the commencement of the scheduled space use and returned upon completion of the activity.

5) No decorations or alterations may be made to the space including but not limited to taping, tacking, or attaching anything to the walls or ceiling. MPHA Community Equipment may not be removed from the Community Room except by MPHA staff.

6) The Signed User of a Community Room and Community Equipment may post appropriate notices on site bulletin boards. No other signs are to be displayed on the premises or the exterior of the premises without the written consent of MPHA.

7) The Community Room and Community Equipment may be reserved for reasonable and appropriate activities. These may include Tenant sponsored memorial services, religious services, and worship.

8) A non-tenant Signed User of a Community Room must provide a Tenant monitor who must be present for the duration of the event and will let the group in/out of the building. The Signed User must also ensure that no doors are propped open and no other security breaches occur. No pets or other animals except for service animals are allowed in the Community Room.

9) The Signed User of a Community Room or Community Equipment must confine activity to the area(s) reserved.

10) The Signed User of a Community Room must supervise attendees and be responsible for the behavior of all guests. The Signed User must be present for the duration of the

event. The maximum number of people permitted in the reserved Community Room is the number posted as determined by MPHA or 50, whichever is less.

11) The Signed User shall ensure that guests follow security procedures including signing into the building and presenting valid identification. The Signed User will also ensure that the parking policy is followed along with all other building rules.

12) The Signed User of a Community Room shall ensure compliance with this Policy.

13) The Signed User of a Community Room is responsible to secure/lock all Community Equipment used or accessed.

14) At MPHA's discretion the signed user of a Community Room may be responsible to pay MPHA for the cost of a Security Guard during the event.

15) Repeat Users of a Community Room shall provide liability insurance in the amount of $1.5 million and naming MPHA as an insured.

12. **<u>PRIORITY FOR SCHEDULED USE OF A COMMUNITY ROOM</u>:**

Use of a Community Room and/or Community Equipment is prioritized as follows:

A. Precinct caucuses and general and primary elections in accordance with State law;

B. Resident Council activities (i.e. self-government, education programs, health programs, recreation, and socials);

C. MPHA;

D. Resident service provider that has a service agreement with MPHA;

E. One-time or sporadic resident service provider without a service agreement with MPHA;

F. Private activity for the personal use of a Tenant;

G. Local, state, and federal elected officials;

H. Recognized neighborhood associations and recognized non-resident groups;

I. Non-resident groups hosted by a Tenant.

13. **<u>FEES AND PROFITS CHARGED AT A SCHEDULED EVENT</u>:**

A Signed User may make a profit or charge fees to meet the expenses of the approved activity or to raise money for a community project. The following rules apply:

A. At least two weeks in advance of the scheduled event, the Signed User will submit a Space Use Permit Request to MPHA building management. The request must include information regarding the fee to be charged, an estimate of the anticipated expenses and delivery of any necessary equipment;

B. Ten percent of the profit from profit-making activities will be paid to the Resident Council;

C. Signed Users for profit-making activities shall submit detailed expense and profit statements to the Resident Council and MPHA within one week after the event;

D. Any benefit, bazaar, rummage sale, exhibit, supper, dance, or other event provided to Tenants by a Tenant or non-tenant person, or group must complete a Space Use Permit Request indicating that the Resident Council will share 10% of any profit or an amount agreed to by the Resident Council.

E. Any Signed User may be charged a fee for janitorial maintenance and services provided by MPHA. The Signed User may be required to sign an additional agreement with MPHA which will encompass conditions of the space use;

F. MPHA reserves the right to deny scheduled use of a Community Room if it determines that the profit-making activity is not in the best interests of the Tenants;

G. A Tenant may reserve a Community Room for group profit-making activity only if:

1) A specific list of invitees is provided to MPHA upon request, prior to the activity;

2) The activity is not posted or noticed; and

3) No general invitations are made to the Tenants in the building.

14. **VENDORS AND VENDING MACHINES:**

The Resident Council shall approve vendors and vending machine service and MPHA shall approve the location of the vendor and vending machine(s). If additional utilities or relocation of utilities is required, the cost will be billed to the Resident Council, who should in turn bill the vendor.

15. **COMMUNITY ROOM CLEAN-UP/EQUIPMENT OR SUPPLY USE:**

A. The Signed User shall leave the space and Community Equipment in the same condition as during the pre-event Inspection;

B. Any Resident Council equipment and supplies may only be used with prior Resident Council or authorized representative approval;

C. All Community Equipment shall be returned to the storage spaces provided;

D. Folding chairs and tables are to be set up and taken down by the Signed Users and their designees.;

E. All kitchen equipment, utensils and/or dishes, dish cloths and towels shall be washed, cleaned, dried, and returned to proper storage places;

F. Stove top and oven, microwaves, countertops, tabletops, sinks and chairs shall be cleaned;

G. Signed Users and their designees shall replace, return, or reimburse the Resident Council for the consumption of condiments, paper products, dish cloths, towels, and any other Resident Council items;

H. All items brought in for use during an activity must be removed following the activity; and

I. The Signed User shall sweep floors, wipe up spills and properly dispose of garbage, paper products, permitted decorations and other debris.

16. **TERMINATION OF COMMON AREA EXCLUSIVE USE:**

If a Tenant, person, group, vendor, agency, or any other user does not abide by this Policy, their reservation may be terminated, or future use may be denied.

# TRESPASS POLICY

1. **PURPOSE:**

The Minneapolis Public Housing Authority (MPHA) seeks to promote the safety, security, and peaceful enjoyment of any Tenant, Tenant Family, Guest, employee, vendor, or other person with a legitimate purpose on all MPHA owned or operated properties. Drug activity, violent or disorderly or otherwise disturbing conduct, and unauthorized use or occupancy of the Premises inhibits safety and security and will not be tolerated.

This policy enables MPHA to trespass people from MPHA owned or operated properties to promote a safe, lawful, and peaceful environment. A trespassed person shall be prohibited from entering MPHA owned or operated properties during the trespass period. Entering MPHA owned or operated properties during the trespass period is a violation of Minnesota and Minneapolis criminal trespass laws in addition to MPHA policy.

2. **DEFINITION OF TERMS:**

A. **Trespass List:** A list of all active trespassed persons for MPHA owned or operated properties.

B. **Trespass Period:** Period of consecutive days in which a person is trespassed against specific MPHA owned or operated property

C. **Premises:** The MPHA owned or operated unit and building, Common Areas, and development including exterior portions of property.

D. **Trespass:** A ban, admonishment, or bar of a trespassed person from the Premises which prohibits the individual from entering or remaining on the Premises during the Trespass Period. If the trespass is violated, MPHA may take steps to remove the individual from the Premises, and the individual may be subject to criminal penalties.

E. **Trespass notice:** Notice, either verbal or written, which informs a trespassed individual of the trespass. A written notice shall contain, as practicable, the name of the trespassed individual, the address the individual is trespassed from, the trespass period, and a reason for issuing the trespass. If MPHA is unable to identify the name of a trespassed individual, then MPHA shall use John Doe or Jane Doe as appropriate.

3. **AUTHORITY**

MPHA's authority to trespass is under state and local laws, as well as the Lease. See Minn. Stat. § 609.605, subd. 1(b), Minneapolis Code of Ordinances § 385.380(b)(1), and Guest Policy sections of Lease. The Lease also requires tenants to not intentionally letting a trespassed individual on the Premises.

4. **CRITERIA AND DURATION:**

Duration of trespass according to offense.

Trespassed individuals shall not enter or remain on the Premises during the trespass period. The trespass period will vary depending on the seriousness of the offense or infraction. Examples of trespass periods that may be imposed include:

A. **90-day trespass** when an individual:
   1) Is living on the Premises without prior written authorization from MPHA as a Registered Guest;
   2) Is under the influence of drugs or alcohol in Common Areas of the Premises;
   3) Disturbs the peaceful enjoyment of others on the Premises;
   4) Does not follow sign-in procedures; or
   5) Violates an existing trespass notice.

B. **One-year trespass** when an individual:
   1) Fails to abide by an existing trespass notice by being on the Premises two or more times during the Trespass period;
   2) Significantly damages MPHA property on the Premises;
   3) Engages in threatening or violent behavior toward a resident, neighbor, employee or agent, vendor, or other person on or adjacent to the Premises;
   4) Engages in theft of property on the Premises;
   5) Engages in serious criminal activity (e.g., domestic violence, assault, threats of violence, communicates to terrorize, criminal damage to property) on or adjacent to the Premises;
   6) Engages in drug-related criminal activity on or adjacent to the Premises;
   7) Enters the Premises in violation of the express terms of any protective order;
   8) Unlawfully possesses a weapon in violation of state or federal law; or
   9) Has police actions taken against the individual for conduct engaged in while on or adjacent to the Premises.

C. **Limitation on duration.**
No single trespass notice issued shall exceed one (1) calendar year in accordance with state law and local ordinance. However, consecutive trespasses or extensions of trespasses may result in an actual duration of the trespass exceeding one (1) year.

D. **Extension of duration.**
Additional violations of Section 4.1 may result in an extension of the trespass for an additional 30 days, 90 days or one (1) year. Any extensions to the duration of the trespass shall be added to the end of the existing trespass period. For example, if an individual is trespassed for 90 days ending on July 1, and the individual commits the same violation while on trespass, the trespass notice may be extended for an additional 90 days from the end date of the original trespass, meaning the trespass would then expire on September 28. MPHA shall issue a new trespass notice for any extensions.

E. **Burden of proof.**

MPHA must have relevant evidence that, considering the record as a whole, adequately supports the basis for the trespass. Evidence may include, but is not limited to, video recordings, audio recordings, documents, or verbal or written statements from witnesses. MPHA is not subject to the prove the basis for the trespass beyond a reasonable doubt.

5. **PROCEDURE TO ESTABLISH TRESPASS**

- **Verbal Trespass Notice.**

  MPHA may provide an oral trespass notice to an individual. Oral notice shall have the same force and effect as a written notice.

  After an oral notice has been given, MPHA will make reasonable efforts to provide the trespassed individual with a written notice of the trespass in accordance with the written trespass notice procedures.

- **Written Trespass Notice.**

  1) Whenever feasible, MPHA will provide written notice of trespass to an individual for committing an offense warranting a trespass or for an extension of a trespass. Except in emergency situations, written trespass notices shall be initiated by the property manager.
  2) The trespass notice shall contain as much of the following information as possible:
     a) The name of the trespassed individual;
     b) The individual's address (if known);
     c) The address of the trespassed property;
     d) The start and end dates of the trespass period;
     e) The reason for the trespass, including a concise statement of relevant evidence; and
     f) Information about Tenant Family's right to grievance procedures to contest the trespass.
  3) In an emergency situation, an MPHA Security employee or agent may initiate a trespass.

     An emergency situation for the purposes of this section is a situation in which a nonresident acts in a manner which is life-threatening, involves bodily harm, threatens bodily harm, results in major property damage to the Premises, or results in arrest or removal by a law enforcement officer.

     Such notice of trespass may be written or oral. If the trespass is oral, the Guard or MPHA Security employee or agent must provide a written copy of the trespass notice thereafter, the written copy of the trespass notice shall be provided to the property manager, assistant manager of security, or manager of security the end of the Guard or MPHA Security employee or agent's shift. The property manager shall review the written trespass notice and either revoke the trespass or proceed with the next step.

4) The Regional Property Manager, Assistant Manager of Security, or Manager of Security, as practicable, must review and approve the trespass or MPHA shall not enforce the trespass.

5) Once a written trespass notice has been approved, MPHA will make reasonable efforts to provide the trespassed individual with a written notice of the trespass. MPHA may provide written notice of the trespass by giving the trespassed individual a physical copy of the written trespass notice or by mailing a copy of the notice to the trespassed individual, if an address is known.

6) MPHA shall keep record of the trespass notice and approvals for the duration of the trespass and one year thereafter.

- **Notice to Tenant Families Associated with Trespassed Individual.**

  A copy of the written trespass notice will be provided to any tenant that MPHA believes to be associated with the trespassed individual. Notice may be given in conjunction with a notice of lease violation if MPHA determines that the tenant violated the Lease as it relates to the trespass.

- **Trespass List.**

  The Director of Operations shall maintain a Trespass List. The Trespass List will include the name and address of the trespassed individual (if known), the Premises the individual is trespassed from, the start and end date of the trespass period, whether a written trespass notice was given to the trespassed individual. The Trespass List will be updated regularly to include the following information: adding any new trespassed individuals, removing individuals whose trespass period has expired, noting if an individual's trespass has been extended, and noting if an individual has been given Special Access.

  The Trespass List will be shared with all property management staff via email and is available upon request using MPHA's Data Practices request procedures.

6. **GRIEVANCE**

A tenant may grieve MPHA's trespass in accordance with the grievance procedures. See Tenant Grievance. MPHA will continue to enforce the trespass unless a decision overturning the trespass occurs. No grievance will be given to a trespassed individual.

- **Grievance considerations.**

  In reviewing a trespass notice under the grievance procedures, MPHA or the Hearing Panel shall consider:

  1) The severity of the alleged infraction;
  2) The sufficiency or validity of the evidence regarding the event or conduct leading to the trespass;
  3) Special circumstances regarding the event or conduct leading to the trespass;

4) The Tenant Family's relationship to and need for the trespassed individual's presence at the premises;
5) The history of the trespassed individual with MPHA residents, staff, agents, vendors, neighbors, or properties;
6) The likelihood of future threat to MPHA residents, staff, agents, vendors, neighbors, and properties from the trespassed individual or to any of MPHA's goals to promote safe and peaceful enjoyment of its Premises.

7. **SPECIAL ACCESS**

At any time during the duration of a trespass, a tenant may request special access to allow the trespassed individual on the Premises for special circumstances, including but not limited to:

- parental visitation rights of a minor child who is a member of the Tenant Family;
- caregiving for a member of the Tenant Family based on a disability; or
- any other situation where it is necessary be allowed access to the Premises and there is no reasonable alternative to allowing such access.

All requests for special access will be reviewed by the Legal Department on a case-by-case basis. A tenant is entitled to the grievance procedures for MPHA's decision to deny a request for special access in accordance with the grievance procedures. See Tenant Grievance.

MPHA, in its discretion, may later revoke special access of a trespassed individual. If special access is revoked, MPHA shall provide written notice to the tenant and the trespassed individual within 10 working days after revocation. The tenant may grieve MPHA's revocation in accordance with the Tenant Grievance policy.

## APPENDIX A: MAXIMUM INCOME LIMITS FOR ADMISSION AND CONTINUED OCCUPANCY

The following maximum annual income limits are based on the Annual Income (as defined in Part I) and became effective or as amended by HUD:

| Family Size | Family Income | | |
|---|---|---|---|
| | Lower | Very Low | Extremely Low |
| One Person | $73,650 | $46,050 | $27,650 |
| Two Person | $84,200 | $52,600 | $31,600 |
| Three Person | $94,700 | $59,200 | $35,550 |
| Four Person | $105,200 | $65,750 | $39,450 |
| Five Person | $113,650 | $71,050 | $42,650 |
| Six Person | $122,050 | $76,300 | $45,800 |
| Seven Person | $130,450 | $81,550 | $50,040 |
| Eight Person | $138,900 | $86,800 | $55,720 |

17. At least 40% of applicants admitted to Public Housing must be at or below the Extremely Low-Income level. No family will be admitted whose income is above the Lower Income level.
18. Note: HUD regularly changes the Annual Income limit. The limits used by MPHA will automatically change when MPHA receives the revisions from HUD.

## APPENDIX B: MONTHLY ALLOWED UTILITY CALCULATIONUSAGE

1. Utility Allowances are in effect for MPHA's Lease to Own properties and MHOP units and are governed by the Metro HRA Standards, which can be found at www.metrohra.org
2. Utility Allowances (effective January 2017)
   A. HUD gives PHAs wide latitude in how they develop utility allowances for their public housing units. Although the federal regulations state the various factors that should be taken into account, they do not require that any particular methodology be used to calculate allowances. Instead, it is left to the PHA to decide which methodology to use in establishing allowances.
3. MPHA has established monthly allowable utility usage amounts using the engineering methodology. With the engineering-based methodology, the MPHA uses engineering calculations and technical data to estimate reasonable energy and water consumption for a particular type of dwelling unit or household. The reasonableness of the monthly utility usage amounts is set using the engineering-based methodology depends on assumptions made in the calculations. This document provides the assumptions made in the calculations. Amounts over the monthly allowable utility calculation are charged to the Tenant. MPHA will use the calculations below to determine amounts over the monthly allowable utility usage to be charged to the Tenant.

   **Step 1:** From MPHA allowable and non-allowable end uses.

   Allowable:
   1) Space Heating
   2) Domestic hot water
   3) Cooking
   4) Refrigeration
   5) Lighting
   6) Misc. Electrical Appliances
   7) Clothes Washer
   8) Clothes Dryer
   9) Water/sewer

   Non-allowable:
   1) Cooling
   2) Space heaters

   **Step 2:** From MPHA, allowances are to be determined for each individual unit.

   **Step 3:** Establish energy requirements for Space Heating

   Using the HUD formula and building load spreadsheet for each home

$$\textbf{Annual Energy Consumption} = \frac{Building\ Load\ \frac{BTU}{hr}\ x\ HDD\ x\ 24\ \frac{hr}{day}}{(system\ eff)x\ \frac{BTU}{(Fuel\ unit)}\ x\ (design\ Temperature\ differance)}$$

- Building Load is determined per engineering calculations using established engineering guidelines.
- Existing information such as building size and insulation, windows, infiltration, etc., were used along with the 99% design temperature for Minneapolis per HUD Utility Allowance Guidebook.
- Heating Degree days (HDD) = 8310 for Minneapolis (from Appendix C in HUD guidelines)
- System efficiency was assumed to be 65% (65% was used as an accepted engineering practice for furnaces over 20 years old, ref ACEEE). 85% was used for newer "high efficiency furnaces.
- BTU per therm. of Natural Gas = 100000
- Design heating outdoor temp is -16ºF in Minneapolis (from Appendix C in HUD guidelines)
- Design heating indoor temp is assumed at 72ºF.
- Temperature differential used is therefore 88ºF.
- The equation then reduces to:

For 65% efficient:

$$\boldsymbol{Annual\ Energy\ Consumption} = Building\ Load\ (BTUh)x\ .0349\ (\frac{therm}{BTUh})$$

For 85% efficient:

$$\boldsymbol{Annual\ Energy\ Consumption} = Building\ Load\ (BTUh)x\ .0267\ (\frac{therm}{BTUh})$$

Note: this gives an annual consumption based on the 99% heating design temperature (meaning 99% of the time the temperature is above this), which is -16ºF and a room temperature of 72ºF, therefore with and normal monthly average temperatures, this will be very high compared to normal usage.

**MINNEAPOLIS WEATHER (FROM NATIONAL WEATHER BUREAU)**

| | **Jan** | **Feb** | **Mar** | **Apr** | **May** | **Jun** | **Jul** | **Aug** | **Sep** | **Oct** | **Nov** | **Dec** |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Average High Temp** | 20° | 26° | 38° | 56° | 68° | 78° | 84° | 80° | 70° | 58° | 41° | 25° |
| **Average Low Temp** | 2° | 8° | 22° | 36° | 47° | 57° | 64° | 60° | 50° | 38° | 25° | 10° |
| **Mean Temp** | 12° | 18° | 31° | 46° | 58° | 68° | 74° | 71° | 61° | 48° | 34° | 18° |
| **HDD/month** | 1649 | 1366 | 1147 | 612 | 286 | 75 | 14 | 26 | 195 | 496 | 993 | 1451 |
| **FACTION HDD/month** | 0.198 | 0.164 | 0.138 | 0.074 | 0.034 | 0.009 | 0.002 | 0.003 | 0.024 | 0.060 | 0.120 | 0.175 |

*Degrees in Fahrenheit*

Note that using the design temperature versus the average temperature gives a very conservative energy consumption.

From the Annual Consumption multiply by the monthly faction of HDD to establish monthly usage.

**Step 4:** Establish requirements for Domestic Hot Water

$$Monthly\ Energy\ Consumption = \frac{°F\ rise\ x\ 8.33\left(\frac{lb}{gal}\right)x\left(\frac{\frac{gal}{month}}{unit}\right)}{system\ eff\ x\ \left(\frac{BTU}{fuelunit}\right)}$$

- 8.33 lb. per gal of water
- Gal/month/unit = 40 gal/resident per day x number of residents x 31 days per month. Note that this is based on ASHRAE recommendations and is more than the HUD guideline.
- Temperature Rise was 70°F (120°F- 50°F) per HUD Utility Allowance Guidebook for North Central Localities
- System efficiency was assumed to be 60% (60% was used as an accepted engineering practice for water heaters over 20 years old, ref ACEEE)
- BTU per therm. of Natural Gas = 100000

Number of residents per unit:

| | 0-1 Bedroom | 2 Bedrooms | 3 Bedrooms | 4 Bedrooms | 5 Bedrooms | 6 Bedrooms |
|---|---|---|---|---|---|---|
| Residents per Unit | 1 | 3 | 5 | 7 | 9 | 11 |

This reduces the equation to:

$$\boldsymbol{Monthly\ Energy\ Consumption} = 0.3332\ x\ (\#\ of\ residents)\ x\ (\#\ of\ days\ per\ month)$$

**Step 5:** Establish gas requirements for cooking.
Established based on the number of bedrooms from Table 5.1 of the HUD Utility Allowance Guidebook

| | Studio (0) | 1 Bedroom | 2 Bedrooms | 3 Bedrooms | 4 Bedrooms | 5 Bedrooms |
|---|---|---|---|---|---|---|
| Gas (therms) | 4.8 | 5.4 | 6.5 | 7.4 | 8.1 | 8.8 |

**Step 6:** Establish electric requirements for refrigeration.
The new refrigerators installed were GE – GTH 186 GBD.
Name plate data is 383 kWh/yr. or $43.47/yr. (at $.1135/kWh)

**Step 7:** Establish electric requirements for lighting.
Monthly requirements were established based on upper limit in Table 5.2 of the HUD Utility Allowance Guidebook

| | 0-1 Bedroom | 2 Bedrooms | 3 Bedrooms | 4 Bedrooms | 5 Bedrooms | 6 Bedrooms |
|---|---|---|---|---|---|---|
| Elec kWh | 90 | 135 | 185 | 235 | 235 | 235 |

**Step 8:** Establish electric requirements for Miscellaneous Electric
Established using the top range of Table 5.3 in the HUD Utility Allowance Guidebook

| | 0-1 Bedroom | 2 Bedrooms | 3 Bedrooms | 4 Bedrooms | 5 Bedrooms | 6 Bedrooms |
|---|---|---|---|---|---|---|
| Elec kWh | 135 | 170 | 205 | 240 | 240 | 240 |

**Step 9:** Establish electric requirements for Clothes Washer
Established based on Table 5.4 in the HUD Utility Allowance Guidebook

| | 0-1 Bedroom | 2 Bedrooms | 3 Bedrooms | 4 Bedrooms | 5 Bedrooms | 6 Bedrooms |
|---|---|---|---|---|---|---|
| Elec kWh | 5 | 10 | 15 | 20 | 25 | 30 |

**Step 10:** Establish electric requirements for Clothes Dryer
Established based on Table 5.5 in the HUD Utility Allowance Guidebook

| | 0-1 Bedroom | 2 Bedrooms | 3 Bedrooms | 4 Bedrooms | 5 Bedrooms | 6 Bedrooms |
|---|---|---|---|---|---|---|
| Elec kWh | 60 | 120 | 180 | 240 | 300 | 360 |

**Step 11:** Establishing requirements for Water/sewer.

1. The HUD Utility Allowance Guidebook recommends 60 gallons/person per day but notes that irrigation is allowed that would also need to be accounted for separately. A conservative estimate of 1.5 gallons/person per day is allowed for irrigation.
2. The monthly usage for water and sewer becomes:
   A. $Monthly\ Usage = (\#\ of\ residents)\ x\ 61.5 \frac{gallons}{person}\ x\ 31 \frac{days}{month}\ x\ .001337 \frac{ccf}{gallon}$
3. This would reduce to:
   A. $Monthly\ Usage = (\#\ of\ residents) x\ 2.548 \frac{ccf}{month}$

**Step 12:** Establish a total consumption allowance for each utility. Sum up allowances for each utility.

## APPENDIX C: SALES AND SERVICE CHARGE SCHEDULE

When damage to a dwelling unit, its appurtenances, appliances, and/or grounds is due to willful, malicious, or irresponsible conduct, such as abuse and/or neglect, caused by the Tenant, the following schedule shall be used to determine charges to a Tenant for the necessary repairs. Management shall utilize the "Guidelines for Determining Ordinary Wear and Tear" before assessing charges to a Tenant.

A copy of this schedule will be posted in each Management Office. Charges are not made for repairing things that wear out from ordinary use. A Tenant shall be apprised of his/her right to grieve any charges assessed against his/her account.

This schedule is meant to list standard and recurring items and does not cover all repairs and services. This schedule is subject to periodic changes.

1. **PLUMBING**:
   - A. A minimum charge of $50.00 (if completed by MPHA) or actual cost (for work completed by a vendor) for unplugging/removing a clog caused by a foreign object in: sinks, lavatories, toilets, or floor drains.
   - B. Toilet Replacement…………………………………………… Actual Cost
   - C. Toilet Seat Replacement……………………………………… $33.00 (includes parts & labor)
   - D. Toilet Tank Cover Replacement……………………………$35.50 (includes parts & labor)
   - E. Single-Lever, Washer-less Kitchen Faucet………………$60.50 (includes parts & labor)
   - F. Faucet Aerators……………………………………………………$13.00 (includes parts & labor)
   - G. Removing or tampering with Sink Aerators……………$25.00
   - H. Removing or tampering with Showerheads……………$25.00
   - I. Excess water charge……………………………………………$25.00
2. **ELECTRICAL**:
   - A. Reset circuit breaker……………………………………………Actual cost if corrected by vendor.
   - B. Replace fuse + labor……………………………………………Actual cost if corrected by vendor.
   - C. Range Hood Replacement……………………………………$35.00 (includes parts & labor)
   - D. Heating Plant Thermostat Replacement………………… $45.00 (includes parts & labor)
   - E. Smoke Alarm Replacement………………………………… $25.00 (includes parts & labor)
   - F. Tampering with/disconnecting smoke detector………$20.00
   - G. CO Detector………………………………………………………… $25.00
   - H. Replace Smoke Detector battery……………………………$ 5.00
   - I. Plastic rectangular light covers………………………………$18.00
   - J. Kitchen light…………………………………………………………$18.00
   - K. Light cover - Bathroom…………………………………………$ 8.00
   - L. Light cover – Globe………………………………………………$ 3.00
3. **RUBBISH REMOVAL**:
   - A. Completed by MPHA……………………………………………$25.00 per large item or equivalent.
   - B. Completed by Vendor or City of Minneapolis…………Actual Cost
   - C. Littering or not disposing trash properly………………$25.00 minimum
   - D. Disposal of Mattress or Box spring………………………$50.00 per item or MPHA's Actual Cost

4. **APPLIANCES**:
   A. **Range Replacement** - when full replacement is necessary, the replacement cost will be adjusted by the depreciated value and its anticipated useful life based on a life expectancy of 12 years.

| Item Replaced or Required Action | Cost | Depreciation (if applicable) |
|---|---|---|
| 20" Range | $190.00 | $15 per year |
| 30" Range | $212.00 | $16 per year |
| 24" Range Hood | $47.00 | - |
| 30" Range Hood | $41.00 | - |
| Range Hood Filter | $5.00 | - |
| Stove Burner Knob | $4.00 | - |
| Oven Rack | $7.00 | - |
| Oven Door | $56.00 | - |
| Oven Door Handle | $5.00 | - |
| Oven Gasket | $15.00 | - |
| Cleaning to Restore Function | $25.00 minimum | - |

   B. **Refrigerator Replacement** - when full replacement is necessary, the replacement cost will be adjusted by the depreciated value anticipated useful life based on a life expectancy of 10 years.

| Item Replaced or Required Action | Cost | Depreciation (if applicable) |
|---|---|---|
| 11 cu. ft. | $365.00 | $26 per year |
| 18 cu. ft. | $379.00 | $27 per year |
| Gasket | $28.00 | - |
| 30" Range Hood | $41.00 | - |
| Crisper Tray | $17.00 | - |
| Door Bar/Handle and End Cap | $14.00 | - |
| Shelf | $15.00 | - |
| Defrosting | $20.00 | - |

   C. **Air conditioner**

| Item Replaced or Required Action | Cost | Depreciation (if applicable) |
|---|---|---|
| Air Conditioner | | $20 per year |
| Repairs to Air Conditioner | Actual Cost | - |
| Sleeve Cover | $50.00 per Cover | - |

5. **EXTERMINATION SERVICE FOR ROACHES OR BEDBUGS**:
   A. Actual charges are assessed to Tenant account if Tenant is not properly prepared.
      1) First scheduled date……………………………………………….$25.00
      2) Each additional reschedule date………………………………$40.00
   B. Charge assessed to Tenant account if the Tenant's willful, malicious, or irresponsible conduct (such as the Tenant's poor housekeeping) leads to the request for extermination service.
      1) First need for service………………………………………………$25.00
      2) Each additional request per calendar year………………….$40.00

6. **WINDOW AND OTHER GLASS REPAIRS**:
   A. Charges are based on size - length plus width in inches. Actual labor charges of the vendor will be assessed at $10 per hour.
      1) Up to 50"……………………………………………………………$15.00
      2) 51" to 72"…………………………………………………………$17.00
      3) 73" to 80"…………………………………………………………$20.00
      4) 81" or larger ……………………………………………………..$25.00
      5) Plexiglas………………………………………………………….$ 9.00/sq. ft.
      6) Thermo Windows…………………………………………………Actual MPHA replacement cost
      7) Sash Lock…………………………………………………………..$3.00
      8) Aluminum combination storm panel replacement…….$14.00
      9) Aluminum combination screen panel replacement……$10.00
      10) Mirrored Medicine Cabinet ………………………………….$27.00 + Labor @ .50 hr.
      11) Covers for the air conditioner sleeves……………………..$50.00
7. **SCREEN/STORM DOORS**:
   A. **Replacement Costs:**
      1) Security Screen (each)……………………………………………..$12.00/sq. ft
      2) Security Screen with Frame (each)………………………….$225.00
      3) Highrise screens…………………………………………………..$12.00
      4) All other screens (each)………………………………………… $6.00/sq. ft
      5) Solid-core, self-storing, Aluminum storm door………………$120.00
   B. **Repair Costs:**
      1) Storm door pneumatic closer…………………………………..$12.00 + Labor @ .25 hr.
      2) Storm door chain………………………………………………….$2.50 + Labor @ .25 hr.
      3) Storm door handle ……………………………………………….$5.00 + Labor @ .25 hr.
      4) Apartment door security chain…………………………………$9.00 + Labor @ .25 hr.
      5) Basement Storm Sliding Window………………………………$24.00
8. **WINDOW SHADES**:
   (Charges are based on width in inches)
   A. Up to 37" ………………………………………………………………….$6.00
   B. 38" to 46"…………………………………………………………………..$8.00
   C. 47" to 55"…………………………………………………………………..$9.00
   D. 56" and larger…………………………………………………………….$13.00
   E. Window blinds……………………………………………………………..$3.00 per slat

9. **GENERAL CARPENTRY:**
   A. Lock change/cylinder change
   (if change is made at request of Tenant
   or if determined necessary by MPHA (each)………………. $20.00/each cylinder- includes labor
   B. Install security chain……………………………………………….$10.00/includes labor.
   C. Install door sleeve……………………………………………………$12.00/includes labor.
   D. Keys (each)…………………………………………………………..$2.00
   E. Lockout service After hours (highrise only)…………………. $30.00
   F. Keys not returned upon vacate (per door)…………………… $25.00
   G. Door-stop moulding (inside wood trim)…………………….…$6.00
   H. Closet Knobs…………………………………………………………. $3.00
   I. Closet Rod……………………………………………………………. $6.00
   J. Kitchen cabinet knob/handle…………………………………… $3.00
   K. Cabinet doors……………………………………………………… $42.50
   L. Cabinet Drawers……………………………………………………$25.00
   M. Sheetrock …………………………………………………………… $13.00 per sheet
   N. Switch plate/outlet covers………………………………………$1.00
   O. Ceramic tile replacement……………………………………… $1.00/sq. ft + Labor @ .75 hr.
   P. Shower Rod…………………………………………………………..$8.00
   Q. Towel Bar ……………………………………………………………..$6.00
   R. Toilet Paper holder………………………………………………… $5.00
   S. Door Latch…………………………………………………………… $5.00
   T. Throw bolt…………………………………………………………… $8.00
   U. Privacy Lock………………………………………………………….$10.00
   V. Passage Set………………………………………………………… $8.40
   W. Door Replacement…………………………………………………MPHA cost
   X. Shower Curtain…………………………………………………… $5.00
   Y. Handrail replacement……………………………………………$25.00
   Z. Ceramic or vinyl tile……………………………………………… $2.50
   AA. Toilet Paper roll holder…………………………………………$1.00
   BB. Carpet Replacement……………………………………………Actual Cost

10. **EXTERIOR ITEMS: (FAMILY HOUSING UNITS)**:
   A. **Lawn Mover (push type - each)**………………………………… **$65.00**
   B. Sod (installed)………………………………………………………$1.50/roll
   C. Trash cart (City of Mpls.) replacement after initial provision.. $56.00
   D. Outside dryer vent cover ……………………………………… $4.00
   E. Outside faucet handle…………………………………………… $4.00
   F. Exterior outlet cover……………………………………………. $7.00
   G. Fence gate latch/handle………………………………………. $8.00
   H. Stair treads
      1) 36” …………………………………………………………… $6.00
      2) 46”……………………………………………………………. $8.00
   I. Downspout extenders…………………………………………… $1.00/ft

11. **EXCESS UTILITY CONSUMPTION**:
    - A. Air conditioner (June, July, and August)..............................$25.00/month
        - 1) If a Tenant has outstanding air conditioner charges, MPHA will not allow further use of an air conditioner
        - 2) Tenants with air conditioners in the window or sleeve will be charged regardless of usage.
    - B. Freezer (12 months)............................................................ $4.00/mo.
    - C. Additional Freezer............................................................ $8.00/mo.
        - 1) Only one additional freezer or refrigerator
    - D. Additional Refrigerator....................................................... $25.00/mo.
        - 1) Only one additional freezer or refrigerator
    - E. Misuse (wasting) of Utilities................................................$10.00
    - F. For Family Housing Units see Appendix B
12. **MISCELLANEOUS CHARGES**:
    - A. Key Tag............................................................................$10.00
      (replacement of all functional tags and Medical)
    - B. Failure to recycle (Family Housing Units only)......................$7.00/mo.
    - C. Furnace Filter...................................................................$15.00
    - D. Flood lamp........................................................................ $3.00
    - E. Snow Removal................................................................ $45.00 minimum
    - F. Grass Cutting...................................................................$45.00 minimum
    - G. Fire Damage/sprinkler damage - Maximum Charge.... $5,000.00
    - H. Light Fixture Globe.............................................................. $3.00
    - I. Transfer holdover
        - 1) Highrise Unit..........................................................$10.00 per day
        - 2) Family Housing Unit............................................... $40.00 per day
    - J. Returned check charge....................................................... $15.00
    - K. Removal of volunteer growth for
      Non-Glendale Family Housing Units.................................. $25.00 minimum
    - L. Minimum charge to clean stove burners........................... $25.00
    - M. Painting of smoke damaged unit..................................... $100.00 minimum
    - N. Moving and storage.............................................................Actual Cost
    - O. Removal of abandoned property.........................................Actual Cost
    - P. Damage due to Frozen/Burst Pipes
        - 1) Minimum..................................................................$20.00
        - 2) Maximum................................................................. $5,000.00
        - ~~2)~~3)
    - Q. Work requested after hours (not an emergency)..............$40.00
    - R. Food fires after hours (where staff responds)...................$40.00
    - S. Closing windows from November through March.............$10.00 (business hours)
    - T. Photocopies......................................................................... $.25/page
    - ~~T.~~
        - 1) Photocopies of Tenant Files will be charged actual cost
    - U. Maximum charge for any Tenant caused damage........... $5,000.00
    - V. Damage caused by wheelchairs or scooter........................Actual Cost

W. Not removing car from lot when maintenance or snow plowing occurs, and the car is not towed..........$15.00

X. Leaving garbage containers on curb for over 24 hours after trash pick-up....................................... $15.00

Y. Retrieving keys from elevator shaft...................................Actual Cost, MPHA or Vendor

~~Y.~~Z. Having a obstruction limiting air flow from the hallway, "door sock" $20.00

~~Z.~~AA. Air Mattress

1) Single.........................................................................$22.00
2) Queen.......................................................................$27.00

~~AA.~~BB. Mattress Covers

1) Single.........................................................................$18.00
2) Full..............................................................................$20.00
3) Queen.........................................................................$23.00

~~BB.~~CC. City Violation..........................................................................Amount charged by the City

~~CC.~~DD. All other charges shall be made on the basis of material plus labor utilizing the following prevailing hourly labor rates, or actual fee charged by vendor.

1) Buildings and Grounds Specialist......................... $25.00/hour
2) Service and Maintenance Specialist..................... $~~30~~25.00/hour
3) Pest Control Specialist.......................................... $30.00/hour
4) MPHA Carpenter................................................... $35.00/hour
5) MPHA Painter........................................................ $35.00/hour
6) MPHA Stationary Engineer.................................. $35.00/hour
7) MPHA Electrician..................................................$40.00/hour
8) Overtime rates apply for after-hours service
9) Actual vendor fee includes vendor's hourly rate plus travel time.

~~DD.~~EE. A tenant in any civil action shall pay Court Ordered Fees, costs, expense, or other monetary amounts to MPHA.

13. **GUIDELINES FOR DETERMINING ORDINARY WEAR AND TEAR**

A. Management will inspect the unit with the Tenant upon move-in and note any existing problems, as in accordance with the lease.

B. Management will provide a copy of the move-in Inspection to the Tenant.

C. When determining charges for appliance repairs, the age of the appliance will be considered in determining whether the repair was due to Tenant abuse or neglect.

D. Structural damage or deficiencies will be noted when determining ordinary wear and tear.

E. The number of service calls on a specific item shall be considered when determining whether there was Tenant abuse/neglect.

F. The length of the tenancy shall be considered, along with the other considerations.

G. Tenants will be charged for damage caused by smoking, including the extra clean up and painting required.

# APPENDIX D: HOUSEKEEPING STANDARDS

1. **INTRODUCTION:**

Maintaining a clean Unit is the responsibility of the Tenant. Management will conduct at least an annual Inspection to assure that the Unit is being maintained properly.

Repairs are the responsibility of management or the Tenants, depending upon the nature of the damage or breakage. It is always the responsibility of the Tenant to report all deficiencies, damages, or breakages to MPHA. The Units are leased in very good condition, free of defects and deficiencies. However, if a Tenant observes a defect or deficiency during the move-in Inspection, they should see that it is noted on the Inspection form.

It is important that a Tenant calls MPHA for needed repairs. There is usually no charge for repairs unless the damage was caused by the Tenant. MPHA fully expects normal wear and tear over time.

Tenants who are elderly or have a disability are cautioned to avoid doing any repairs or cleaning that might endanger their safety. Arrangement for assistance should be made by the Tenant.

2. **PEST CONTROL:**

Tenants are responsible for assuring that the condition of their Unit does not contribute to pest infestation or provide habitat for pests, including cockroaches, mice, and bed bugs. Tenants must inform Management of pest control problems. The Tenant will follow cleaning standards listed in number 3 below. If the Tenant has not prepared for MPHA pest control staff to treat the unit or the condition of the unit is contributing to a pest infestation, the Tenant will be charged according to the Sales and Service Charge Schedule. Cockroaches need only a small amount of food to survive, all food sources, including food spills and crumbs, must be promptly cleaned.

Tenants shall prepare their unit for pest control treatment as explained in the pest control treatment notice.

When a bed bug infestation is evident, MPHA may require the Tenant to discard all infested personal belongings. The failure to discard infested items may lead to the termination of the lease with MPHA. MPHA is not responsible for bed bug infestation and will not reimburse Tenants for items that need to be discarded. All Tenants will refrain from bringing discarded items, including any items in the dumpster area, into the building, because these items may cause pest infestations.

3. **CLEANING:**

Cleaning is the responsibility of the Tenant. The Tenant, if available, should accompany staff on walk through of annual and any other Inspections.

A. **All rooms**

All rooms shall be kept free of clutter and excess storage. Personal items shall be stored to reasonably permit the circulation of air, inhibit the growth of mold, and permit the Inspection of walls, corners, floors.

1) Walls and ceiling surfaces shall be free from the accumulation of dirt, cobwebs, marks, mold, adhesives, and grime.
2) Floors, baseboards, and corners shall be free from the accumulation of dirt, grease, and built-up wax. MPHA carpet shall be free of the accumulation of dirt, litter, paint, and stains. Tenants' carpet and rugs shall be clean and sanitary.  Any stairs

shall be free of clutter. No phone cords, extension cords or cable wire can run across the floor in traffic areas that would create a tripping hazard.

3) Doors need to fully open. Baseboards to the maximum extent shall be accessible.

4) Window glass and screens shall be free from the accumulations of dust, dirt, and smudges. The window frame and sills shall be free from dust, dirt, and mold. Window tracks shall be free from dust, dirt and debris and dead insects so that windows open and close smoothly. All window coverings such as shades, curtains, drapes, blinds, etc., shall be clean and not in a damaged condition to such an extent that they are an eyesore.

5) Doors, hardware, handrails, and room trim shall be free from the accumulation of dust, dirt, and grease. Sliding door tracks shall be free from dust and debris so that they slide smoothly. Clothes, clothes hangers, bags, or other objects may not be hung from any door handle or the top of the door. No object may interfere with the closing and latching of doors.

6) Electrical fixtures, outlets and cover plates shall be free from paint, dust, grease, and grime.

7) Heat vents, radiators and cold air returns shall be free of visible dust, dirt, debris, food, grease, and grime. Only the covers on cold air returns should be removed for cleaning. Personal items may not block heat vents, radiators, and cold air returns.

8) MPHA requires enough space in all rooms to facilitate ingress and egress, the ability for MPHA staff to maintain the bedroom windows, outlets, heating system(s), switches and other fixtures and similar access as necessary, and provide pest control services.

B. **<u>Kitchen</u>** (Also includes all items in Section A.)

1) Cabinets, cupboards, drawers, counter tops, and any pantry area shall be free of the accumulation of grease, grime, sticky substances, dust, paint, food spills and splatters.

2) <u>Stove</u>: The entire outside and inside of the range and oven including the knobs, drip pans, burners, grates, trim rings, the area under drip pans, inside oven, cook tops, racks, range hood and broiler pan shall be free from grease, dust, dirt, food spills and burnt on substances. Upon request, from highrise Tenants, MPHA will move stove and refrigerator for Tenant and return after the Tenant has completed cleaning behind the appliances.

3) <u>Refrigerator</u>: The entire outside and inside surfaces including the racks, trays, shelves, etc., shall be free from food spills, sticky substances, spoiled foods, and accumulations of frost more than one-fourth inch thick. Defacement of surface is not allowed (stickers, adhesive backers).

4) Plumbing fixtures shall be free from dirt, grease, and grime.

C. **<u>Bathroom</u>** (Also includes all items in Section A.)

1) Shower walls, floor, tub, sink, medicine cabinet, exhaust fan and cover, etc. shall be free from the accumulation of mold, dirt, grime, paint splatters or other residue.

2) Toilet: Inside and outside of toilet bowl, tank and seat shall be free from stains, dirt, grime, and odors.

3) Accessories: Towel bars, grab bars, shower seats, faucets, etc., shall be free from mold, dirt, grime, paint, or other residue.

D. **Storage**

1) Combustibles or flammables shall not be stored in the dwelling unit. In family developments nothing shall be placed within three feet of the furnace, water heater or vent pipes (this is a major fire hazard). This area shall be free from loose dirt, litter, and cobwebs. Clothes shall not be thrown on the floor.

2) Perishable foods shall be properly refrigerated. No food or other items except clean cooking utensils shall be stored in the oven. Bulk foods are not to be stored in their original cloth or paper-based containers; these items must be stored in insect and rodent-proof containers. All refrigerated or frozen foods shall be stored in containers or properly wrapped in foil, plastic wrap, freezer wrap, etc.

3) All personal property shall be stored in a manner that allows proper air circulation and swift exit in case of emergency. All personal property shall be stored in a manner that will not attract pests or create a health or fire hazard. Items must be neatly stacked on shelves or in boxes and placed to allow for safe traffic flow.

E. **Trash and garbage containers**:

1) All trash and garbage shall be stored in appropriate rodent-proof and leak-proof containers.

   a) Plastic liners are recommended; however, paper bags may be used. All discarded food and wet garbage must be wrapped and disposed of every day if paper bags are used instead of plastic liners.

   b) All grease and food spills shall be washed from both the inside and outside of the trash and garbage container.

   c) All trash and garbage must be sealed in bags or wrapped up before being put down the trash chute.

   d) Items that are too large to fit down the chute must be brought to designated area for such items; an area on the first floor or outside the building has been designated for such items.

2) Family development Tenants will be provided with City of Minneapolis trash carts at no cost to the Tenant at move-in.

   a) Containers for recycling items are also provided by the City. It is expected that all Tenants will participate in recycling. The monetary penalty imposed on MPHA by the City for Tenants who do not contribute items for recycling will be charged to the Tenant. (See Sales and Service Charge, Schedule.)

3) All Tenants shall refrain from leaving dirt, litter, trash or garbage in the public hallways, community spaces, laundry rooms, entries, grounds, etc., or soiling these areas or building furniture. Garbage is to be deposited only in trash containers located in any of the public areas.

4) All Tenants will refrain from bringing discarded items into the building from the dumpster area, because these items may promote pest infestations.

F. **Repairs:**

It is the responsibility of the Tenant to notify the Work Order Department immediately when MPHA equipment doesn't work right or when repairs or pest control are needed.

1) Walls, ceiling, doors, and room trim: There shall be no holes in walls or ceilings other than small holes made for hanging pictures or plants. Objects such as pictures may be hung on walls. Only picture nails or proper ceiling hooks or concrete anchors may be used to secure objects. Avoid making numerous and excessively large holes.
2) All hardware shall be in good working condition.
3) Floors shall be free of broken or missing tile, gouges, holes, burns, etc. Any such conditions must be reported to management.
4) Windows and screens: Windows shall be free from open cracks, chips, holes, or missing glass. Corner cracks under 4" long running between adjacent window edges are acceptable as long as the two (2) pieces of glass are flush and tight. Windows shall open and close easily. In the event repair is needed, the Work Order Department should be notified of the need for repair. Furniture may not block windows.
5) Electrical and plumbing fixtures shall be in good working condition and intact.
6) Cabinets, counter tops, and shelves shall be intact without burns, gouges, and breakage. Any such conditions must be reported to management. All hardware shall be in good working condition.
7) Appliances shall be intact and in good working condition.
8) Smoke detectors: no covering, disconnecting or other tampering with smoke detectors is allowed. This is a Minneapolis City code item and is also a lease violation.
9) Other items, grates, grilles, vents, radiators, thermostats, etc., shall be intact and in good working condition.
10) Air Conditioner sleeves: The Tenant shall immediately call the Work Order Department if cold air is entering the unit through the air conditioning sleeve or cover.

4. **ADDITIONAL HOUSEKEEPING STANDARDS - TENANTS IN FAMILY HOUSING UNITS:**

A. **Exterior property areas** (Areas outside your apartment or house)

1) Standard - Yards shall be neat and free from rubbish, garbage, or litter. This includes the grass, walks, steps, parking lots, parking pads, sheds, alley, patios, balconies, decks, window wells, and other grounds as assigned to the individual dwelling.

B. **Yard maintenance**

1) All weeds and volunteer growth shall be removed along foundations, privacy fences, walks, steps, and window wells. Bushes and hedges shall be trimmed each

year in Family Housing Units. Grass shall be cut often enough so that it will never exceed five (5) inches in height. Yards shall be kept free from the accumulation of leaves or long, cut grass.

2) Constant or repeated heavy traffic over the same area by the Tenants or their guests will cause or contribute to the wearing down of grass or erosion of soil. Such damage is chargeable to the Tenant.

3) Gardens are permitted with Management's prior written approval. However, there may be additional charges to restore the yard to its original condition. There shall be no damage to trees and shrubs that would inhibit growth or detract from their appearance.

C. **Garages, fences, gates and hardware**: Shall be kept in good repair and working condition. Garages shall be free of clutter and excess storage. Storage should be off the floor or easily movable to permit access to walls, floors, and corners.

D. **Exterior structure**: The exterior walls and doors of the house or apartment shall be kept free of accumulation of dirt. All window glass shall be kept clean. Tenants shall inform the MPHA when there is graffiti on their building, fences, sidewalks, etc. as soon as possible. Any exterior damage to the building such as bent, broken or missing downspout, handrails, storm doors and hardware, security screens, or other property such as sidewalks, etc. shall be reported to MPHA as soon as possible.

E. **Snow and ice removal**: Snow and ice shall be removed from all assigned walks and steps within 24 hours of the snowfall as per Minneapolis City Code.

5. **HOUSEKEEPING DEFINITIONS**

A. **Accumulation** - a heap, pile of collection

B. **Adhesive** - a substance such as glue, cement, or tape

C. **Baseboard** - board or covering at bottom of the wall

D. **Bulk Food** - large quantity of food sold in paper, plastic, or cloth bags; foods that are not packaged

E. **Burn** - marks caused by a hot item such as a hot pan, cigarette, iron, etc., being placed or dropped on a surface

F. **Burnt on Food** - food that has been burned or baked (black or brown in appearance) on surfaces of stovetop or oven

G. **Clutter** - items not in an orderly condition such as clothes, newspaper, boxes lying around

H. **Cobwebs** - webs caused by spiders or dust

I. **Combustible -** material capable of burning and is easily ignited

J. **Cuts** - made by sharp object, such as a knife, that penetrate the surface

K. **Debris** - the scattered remains of something broken or destroyed, or items improperly discarded

L. **Dirt** - a filthy or soiling substance, such as mud, dust, or grime

M. **Dust -** light, fine, dry particles of dirt

N. **Flammable** - capable of being easily ignited and burning or exploding very quickly.
O. **Flush-fitting** - fitting tightly together, no movement between parts; example, baseboard around wall
P. **Food Spill** - food that has been dropped on surfaces
Q. **free from** - nothing there, such as no grease, dirt, grime, etc.
R. **Garbage** - discarded remains of food
S. **Gouges** - grooves or holes in floor, counter tops, etc.
T. **Grease/greasy** - oily in appearance, sticky or slippery to touch
U. **Grime** - soot, dirt, other substances embedded in a surface
V. **Intact** - not damaged, not broken, not cracked, or defaced
W. **Normal wear and tear** - regular use (excluding abuse) which contributes to the "wearing out" of an object over its normal life expectancy
X. **Perishables** - food that will spoil unless properly stored
Y. **Ragged condition** - downgrades the appearance of the building
Z. **Residue** - something that remains on a surface, such as a film or scum from soap, dirt, etc.
AA. **Rubbish** - trash or garbage
BB. **Scratch** - a mark that penetrates the surface
CC. **Smudge** - excessive blurry spots or streaks
DD. **Splatter** - drops of food, paint, etc., on a surface
EE. **Stain** - an unremovable soiled or discolored spot
FF. **Sticky substances** - glue, food grease, honey, sugar, etc.
GG. **Trash** - worthless or discarded non-food items
HH. **Wax build-up** - several layers of wax on the floor, baseboard, or other surfaces

## APPENDIX E: SPECIAL HOUSING SITUATIONS

1. **ELDERLY-DESIGNATED OCCUPANCY**

MPHA has 12 highrise buildings which are Elderly Designated for occupancy by persons or families whose head or spouse/co-head or sole member is 62 years of age or older or near elderly (50-62).

| | |
|---|---|
| *1815 Central Ave NE | February 8, 1995 |
| 1314 - 44th Avenue North | February 8, 1995 |
| 2728 East Franklin Avenue | February 8, 1995 |
| *1717 Washington St. NE | December 14, 1995 |
| *115 West 31 St. | January 27, 1997 |
| 3110 Blaisdell Ave S | January 27, 1997 |
| *600 - 18th Avenue North | September 9, 1999 |
| *1710 Plymouth Avenue N | October 16, 2001 |
| 2533 1st Ave S | October 23, 2001 |
| 828 Spring St NE | May 15, 2003 |
| 350 Van White Memorial Blvd | March 1, 2006 |
| 630 Cedar Ave | Not yet Designated |

*Units in these buildings which are especially designed to be accessible to persons with handicaps or disabilities may be leased to persons in need of that accessibility regardless of age if no elderly or near-elderly applicant or Tenant is in need of the adaptation.

The transition of a highrise becoming Elderly Designated will be gradual and handled through normal attrition and according to the following:

A. When a building is first Elderly Designated vacant units will be filled first with current Tenants, 62 years of age and older, who wish to move out of a general occupancy building into an Elderly Designated building. This is a one-time-only transfer opportunity to move under this plan.

B. The next block of current Tenants who would be offered a chance to move into an elderly-only building (as a one-time-only opportunity) would be the "near-elderly" family head of household who is 50 - 61 years old.

C. MPHA will offer current Tenants a one-time transfer opportunity to allow "elderly" and "near-elderly" Tenants to move into designated buildings when they attain the required age; as well as to all "non-elderly" individuals and families an opportunity, should they so desire, to move to general occupancy building.

D. If there are still vacant units available, those units would first be offered to an approved "elderly" applicant currently on MPHA admission waiting list who wishes to live in an "elderly-only building." If there are still units available, the next group of approved applicants who would be offered a chance to live in a designated building would be "near-elderly" persons who wish to live in an "elderly-only" building.

E. If a vacant unit in designated buildings is still vacant after 60 days, and there are no "elderly" or "near-elderly" applicants who will move into the unit, it will then be offered to other applicants on the waiting list, regardless of their age, in their order on the waiting list.

2. **SPECIAL HOUSING PROGRAMS:**

Several community service agencies operate Special Housing Programs on MPHA premises. These programs provide participants with assistance and supportive services.

A. **Eligibility Criteria**: Each Special Housing Program has its own specific eligibility requirements that Applicants must meet in order to qualify for these programs. In addition, Applicants for any of the Special Housing Programs must meet MPHA's general eligibility criteria as set forth in the Requirements for Admission.

B. **Special Housing Programs Include**:

1) SIGNE BURCKHARDT MANOR - 2533 1st Avenue South

This location is solely a *Housing with Services Program* site for adults over 55 years of age. Signe Burckhardt provides three levels of care: General Assisted Living, Care Suites (higher care need), and a secure Memory Care Unit. Services provided are specialized care staff on site 24 hours daily, nursing staff available 24 hours a day, assistance with personal care, medication management, three nutritionally balanced congregate meals, weekly housekeeping, weekly laundry, 24-hour emergency call and response system, and planned recreational activities.

2) GRACE PLACE- 630 Cedar Avenue South

The Grace Place, a *Housing with Services Program* of the Korean Service Center provides services to frail, elderly, and disabled Tenants. Grace Place offers a unique blend of services that provides culturally specific programming to Korean elders.

3) PARKER SKYVIEW - 1815 Central Ave Northeast

This program provides services to frail and elderly adults, as well as adults with handicaps/disabilities who require assistance with independent living. Services provided are assistance with personal care, case management, two nutritionally balanced congregate meals daily, weekly housekeeping assistance, emergency response 7:00 a.m. - 11:00 p.m., assistance with medications, weekly bathing assistance, planned recreational activities, and on-call nursing.

4) HERITAGE COMMONS ON PONDS EDGE - 350 Van White Memorial Blvd

This program provides services to frail and elderly adults, as well as adults with disabilities who require assistance with independent living. Services provided are assistance with personal care, case management, two nutritionally balanced congregate meals daily, weekly housekeeping assistance, emergency response 24 hours a day, assistance with medications, bathing assistance, planned recreational activities and on-call nursing. The maximum capacity for this program is 40 Tenants.

5) THOMAS F. FEENEY MANOR - 901 4th St

The first public housing community in the nation to offer enhanced services and comprehensive memory care housing with services. Feeney Manor consists of 48 units of subsidized housing with enhanced assisted living services. These services provide older adults an opportunity to live life to the fullest with needed supportive services tailored to their unique needs and preferences. Feeney Manor was designed with “Green” technologies utilizing renewable energy resources and incorporating carbon footprint reducing technologies.

6) <u>NORTHSIDE ACHIEVEMENT ZONE</u>
Non-Glendale Family Housing Units in North Minneapolis

The Northside Achievement Zone (NAZ) exists to close the achievement gap and end generational poverty in North Minneapolis. The NAZ geographic “Zone” is a Racially Concentrated Area of Poverty. It is all of North Minneapolis that is the apex of poverty, violence, and low educational achievement in the region. Maximum number of units 65.

7) <u>HENNEPIN COUNTY COORDINATED ENTRY</u>
Hennepin County will make referrals from Coordinated Entry to designated units.

## APPENDIX F: FLAT RENTS

Flat Rents will be calculated as no less than 80% of the Fair Market Rents (FMR) and will change as adjustments are made to the FMRs. Rent changes will be made within 60 days of the changes to the FMR and Tenants will be given 30-day advanced written notice.

Highrise Units

| Studio | One Bedroom |
|---|---|
| $994 | $1,124 |

Glendale Units

| One Bedroom | Two Bedroom | Three Bedroom | Four Bedroom |
|---|---|---|---|
| $1,124 | $1,367 | $1,810 | $2,025 |

Family Housing Units (Non-Glendale)

| Two Bedroom | Three Bedroom | Four Bedroom | Five Bedroom | Six Bedroom |
|---|---|---|---|---|
| $1,367 | $1,810 | $2,025 | $2,329 | $2,632 |

## APPENDIX G: SCHEDULE OF SECURITY DEPOSITS

Highrise Units

| All Highrise Units – Regardless of Size |
|---|
| $150 |

Glendale Units

| One Bedroom | Two Bedroom | Three Bedroom | Four Bedroom |
|---|---|---|---|
| $150.00 | $250.00 | $400.00 | $500.00 |

Family Housing Units (Non-Glendale)

| Two Bedroom | Three Bedroom | Four Bedroom | Five Bedroom | Six Bedroom |
|---|---|---|---|---|
| $500.00 | $550.00 | $600.00 | $650.00 | $700.00 |

## APPENDIX H: APPLICANT CRIMINAL HISTORY SCREENING CRITERIA

These guidelines assist MPHA in determining whether an applicant should be admitted or denied housing assistance due to their criminal history. There is no presumption that an applicant with a criminal conviction 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.

There are two steps to the screening process:

(1) identification of applicants with one or more criminal convictions that require MPHA to conduct a further review of the applicant's eligibility; and

(2) case specific further review that takes into account individualized circumstances and the potential impact on the safety of residents and MPHA staff.

1. **IDENTIFICATION OF APPLICANTS REQUIRING FURTHER REVIEW – CRIMINAL HISTORY SCREENING GRID**

   The screening criteria grid assists MPHA in determining eligibility of applicants with criminal histories. The grid considers the nature, recency, and severity of crimes committed for purposes of determining eligibility. Notwithstanding these guidelines, MPHA will comply with federal laws and regulations, and state law in its screening processes.

   Applicants with convictions not listed in the Criminal History Screening Grid are admissible for purposes of criminal background screening, except that MPHA may consider similar crimes (i.e., similarity of underlying elements of the crime) to those on the grid from other jurisdictions. In addition, this grid does not limit or otherwise impact other MPHA screening criteria that consider past, present, and/or likely future behavioral, financial, and personal conduct.

   Regardless of the timeframes in the screening grid, MPHA may deny an application based upon a pattern or practice of misconduct, if such pattern or practice indicates a demonstrable risk to resident or staff safety or persons or property.

   A. **Categories of Crimes and Look-back Periods for Use in Determining Eligibility**

      The look-back periods in the Criminal History Screening Grid apply from the date of the conviction or date of release from detention or incarceration, whichever is more recent, to the date that MPHA processes the application ("date of screening"). The grid applies to convictions. Conviction is defined as a final judgment in a criminal matter; including but not limited to a finding of guilty by judge or jury, or a plea of guilty. A stay of adjudication or a continuance for dismissal is not considered a final judgment under this Part. Attempts and conspiracies to commit a crime will be treated the same as the primary crime. For example, a conviction of attempted murder will be treated the same as murder and sent for further review. If there is doubt as to the application of the grid to an applicant's criminal history, the file will be sent for further review.

**Criminal History Screening Criteria Grid**

| Type | # | Crime Category | Subcategory | Look-Back Period Triggering Further Review |
|---|---|---|---|---|
| Crimes Against Persons | 1 | Assault | 1st and 2nd degree<br>--<br>3rd degree<br>--<br>4th and 5th degree, GM, and Felony level only | Within 5 years of conviction or 1 year of release from date of screening<br>--<br>Within 3 years of conviction or 1 year of release from date of screening<br>--<br>Within 2 years of conviction |
| | 2 | Domestic Violence<br>--<br>Other DV crimes (GM, felony or DV w/ firearm) | Misdemeanor<br>--<br>All | Within 1 year of conviction or 1 year of release from date of screening<br>--<br>Further Review |
| | 3 | Use of firearm against a person | All | Further Review |
| | 4 | Armed Robbery offenses (aggravated) | All | Further Review |
| | 5 | Robbery offenses, no weapon involved (simple) | All | Within 3 years of conviction or 1 year of release from date of screening |
| | 6 | Murder | All | Further Review |
| | 7 | Manslaughter | All | Further Review |
| | 8 | Kidnapping and Abduction | All | Further Review |
| | 9 | Criminal Sexual Conduct | All | Further Review |
| | 10 | Promoting, soliciting, prostitution; Indecent Exposure | Felony only; and indecent exposure GM and misdemeanor | Within 3 years of conviction or 1 year of release from date of screening |
| | 11 | Lifetime Registered Sex Offender | | BANNED FOR LIFE |
| | 12 | Stalking | All | Within 3 years of conviction or 1 year of release from date of screening |
| | 13 | Arson-related offenses | All | Further Review |

**Criminal History Screening Criteria Grid Continued**

| Type | # | Crime Category | Subcategory | Further Review |
|---|---|---|---|---|
| Crimes Against Property | 14 | Burglary/Breaking and Entering-related offenses | Felony or Gross misdemeanor | Within 5 years of conviction or 1 year of release from date of screening |
| | 15 | Theft, Stolen Property, Fraud-related offenses | Felony or Gross misdemeanor | Within 3 years of latest conviction or 1 year of release from date of screening |
| | 16 | Destruction/Damage/ Vandalism of Property offenses | Felony or Gross misdemeanor | Within 3 years of conviction or 1 year of release from date of screening |
| | 17 | Drug offenses – Possession | Felony or Gross misdemeanor | Within 3 years of latest conviction or 1 year of release from date of screening |

| | | | | |
|---|---|---|---|---|
| Crimes Against Society | 18 | Drug offenses - Manufacture, Distribution, or Possession with Intent to Distribute | All | Within 5 years of conviction or 1 year of release from date of screening |
| | 19 | Manufacture of Meth | | BANNED FOR LIFE |
| | 20 | Driving under the influence-related offenses | If two or more convictions | Within 3 years of latest conviction or 1 year of release from date of screening |
| | 21 | Weapons offenses (other than use of a firearm against a person) | All | Within 3 years of conviction or 1 year of release from date of screening |

**In addition:**

| Type | # | Crime Category | Subcategory | Further Review |
|---|---|---|---|---|
| Multiple offenses | 22 | Misdemeanor assault, terroristic threats, misdemeanor Domestic Violence, Armed Robbery (aggravated and simple), promoting, soliciting or prostitution, stalking and drug offenses (manufacture, distribution, or possession with intent to distribute) | If two or more convictions | If two convictions are within 10 years from date of screening |

The Criminal History Screening Criteria grid will be used by eligibility technicians and related MPHA staff who perform criminal background screening. The screening staff may depart from the grid if the staff has grounds to believe that the applicant presents a significant level of risk to the housing community based upon case-specific reasons, despite not having committed a crime falling within the Criminal History Screening Criteria grid. If such grounds exist, the staff will request further review of the applicant's eligibility, in writing, to the Assistant Director of Operations, Supervisor, or Manager of Leasing, Occupancy, and Compliance. Should the Assistant Director of Operations, Manager, or Supervisor of Leasing, Occupancy and Compliance agree that there is a basis for additional review, the reasoning behind the decision will be documented and management will conduct a review using case specific circumstances as outlined in these guidelines.

2. **<u>FURTHER REVIEW</u>**

Applicants who have criminal histories triggering further review will be reviewed by the MPHA Assistant Director of Operations, Supervisor, or Manager of Leasing, Occupancy and Compliance, or his or her designee. The additional review will consist of an individualized assessment of case specific facts that will assist in determining whether the criminal conduct indicates a demonstrable risk to residents, staff, or related person's safety and/or property.

Documents for consideration during further review may include, but are not limited to, the following and/or all other relevant documents, if relevant to the applicant's case:

A. Letters from probation/parole officers, case workers, counselors, or therapists;
B. Letters from employers, community organizations, or teachers;
C. Certificates of treatment completion that is relevant to the conduct giving rise to the conviction (for example, domestic abuse/batterer's intervention, anger management, drug and alcohol treatment, behavioral therapy);
D. Documents of proof of employment and/or completion of training.

When MPHA determines that further review is required, the applicant will be notified in writing and will be sent a copy of the criminal record relied upon, and the time frame to submit favorable information. The applicant will have the opportunity to dispute the accuracy of the conviction information before adverse action is taken based on a criminal conviction record in accordance with the law.

MPHA will review any relevant information the applicant gives to MPHA within the time period allowed for submission. MPHA will give consideration to the nature, recency, and seriousness of the offense, rehabilitation if any, community support, and employment history.

Following review, the applicant will be notified of MPHA's decision. If MPHA denies admission, MPHA will notify the applicant in writing of the right to contest the decision. An applicant who is denied admission will have the opportunity to request an Informal Hearing to contest the denial, as outlined in the Requirements for Admission.

## APPENDIX I: APPLICANT HEARING RULES

1. The Hearing Officer(s) are in charge of the hearing.
2. The hearing shall be orderly. The Hearing Officer(s) may remove from the hearing any person who is disorderly.
3. All participants shall turn off cell phones, pagers, and other similar devices during the hearing.
4. Either party, at their own expense, may make an audio recording of the hearing or arrange for a court reporter's transcript. Video recordings are not permitted. Upon request, either party will provide a copy of the audio recording and transcript to the other party at actual cost or as permitted under the Rules of Civil Procedure.
5. MPHA shall present its case first so that the issues are stated.
6. The parties may present any evidence relevant to the case, including but not limited to oral, physical, or documentary evidence.
7. The hearing is not subject to judicial rules of evidence and the Hearing Officer(s) may allow hearsay evidence.
8. An attorney or another person may represent the applicant at the applicant's expense.
9. The applicant may question witnesses and present witnesses, documents, and arguments to support their position and to dispute MPHA's evidence.
10. The Hearing Officer(s) may ask questions relevant to the issues of the applicant, MPHA, or any witness.
11. If an applicant asks for reasonable accommodation or timely asks for VAWA protection during the hearing, MPHA may reschedule the hearing if the request is related to the reason for the hearing.
12. MPHA has the burden to show that the denial of admission complies with admission standards.
13. However, the applicant has the burden to show that grounds exist for reasonable accommodation and a VAWA request.
14. The Hearing Officer(s) shall base their decision solely on the relevant evidence presented at the hearing and shall not make any settlements or agreements with the applicant.
15. In making the decision, the Hearing Officer(s) will consult amongst themselves and may not consult with anyone else.
16. MPHA will mail a copy of the Hearing Officer(s)' decision to the applicant within 10 working days or within a reasonable time.
17. If the applicant does not agree with the Hearing Officer(s)' decision, the applicant may appeal to a court of law.
18. If MPHA does not agree with the Hearing Officer(s)' decision, it may ask the MPHA Board of Commissioners to review and overturn the decision.
19. Applicant may give written and oral argument, although such argument is not evidence. When both parties are represented by legal counsel, each party must receive written or arguments and exhibits from the other party five business days prior to the hearing date except if there is a good cause reason for a delay in submitting such information, as determined by the Hearing Officer(s).

## APPENDIX J: TENANT HEARING RULES

1. The Hearing Officer(s) are in charge of the hearing.
2. The hearing shall be orderly. The Hearing Officer(s) may remove from the hearing a person who is disorderly.
3. All participants shall turn off cell phones, pagers, and other similar devices during the hearing.
4. Either party at their own expense may make an audio recording of the hearing or arrange for a court reporter's transcript. Video recordings are not permitted. Upon request, either party will provide a copy of the audio recording and transcript to the other party at actual cost or as permitted under the Rules of Civil Procedure.
5. MPHA shall present its case first so that the issues are stated.
6. The parties may present any evidence relevant to the case, including but not limited to oral, physical, or documentary evidence. The hearing is not subject to judicial rules of evidence and the Hearing Officer(s) may allow hearsay evidence.
7. An attorney or another person may represent the tenant at the tenant's expense.
8. The tenant may question witnesses and present witnesses, documents, and arguments in support of their position and to dispute MPHA's evidence.
9. Hearing Officer(s) may ask questions relevant to the issues of the tenant, MPHA or any witness.
10. If a tenant asks for reasonable accommodation or timely asks for VAWA protection during the hearing, MPHA may reschedule the hearing if the request is related to the reason for the hearing.
11. The tenant must show they are entitled to the relief sought; MPHA has the burden to show its action is justified. However, the Tenant has the burden to show that grounds exist for a reasonable accommodation and a VAWA request.
12. The Hearing Officer(s) shall base their decision solely on the relevant evidence presented at the hearing and shall not make any settlements or agreements with the tenant.
13. In making the decision, the Hearing Officer(s) will consult amongst themselves and may not consult with anyone else.
14. MPHA will mail a copy of the Hearing Officer(s)' decision to the tenant within 10 working days or within a reasonable time.
15. If the tenant does not agree with the Hearing Officer(s)' decision, the tenant may appeal to a court of law.
16. If MPHA does not agree with the Hearing Officer(s)' decision, it may ask the MPHA Board of Commissioners to overturn the decision.
17. Tenant may give written or oral argument, although such argument is not evidence. When both parties are represented by legal counsel, each party must receive written arguments and exhibits from the other party five business days prior to the hearing date except if there is a good cause reason for a delay in submitting such information, as determined by the Hearing Officer(s).

## APPENDIX K: REVENUE RECAPTURE HEARING RULES

1. The Hearing Officer(s) are in charge of the hearing.
2. The hearing shall be orderly. Persons exhibiting disorderly conduct may be removed from the hearing.
3. All participants shall turn off cell phones, pagers, and other similar devices during the hearing.
4. Either party at their own expense may make an audio recording of the hearing or arrange for a court reporter's transcript. Video recordings are not permitted. Upon request, either party will provide the audio recording and transcript to the other party at actual cost or as permitted under the Rules of Civil Procedure.
5. If a former tenant asks for a reasonable accommodation in order able to have access to the hearing, or timely asks for a reasonable accommodation or VAWA protection regarding the underlying debt issue that is the subject of the hearing, MPHA shall reschedule the hearing if the request is related to the reason for the hearing.
6. MPHA shall present its case first so that the issues are stated.
7. The parties may present any evidence relevant to the case, including but not limited to oral, physical, or documentary evidence.
8. The hearing is not subject to judicial rules of evidence and the Hearing Officer(s) may allow hearsay evidence.
9. An attorney or another person may represent the former tenant at the former tenant's expense.
10. A former tenant may give written and oral argument, although such argument is not evidence. When both parties are represented by legal counsel, each party must receive written arguments and exhibits from the other party five business days prior to the hearing date except if there is a good cause reason for the delay in submitting such information, as determined by the Hearing Officer(s).
11. The former tenant may question witnesses and present witnesses, documents, and arguments in support of their position and to dispute MPHA's evidence.
12. Hearing Officer(s) may ask questions of the former tenant, MPHA, or any witness relevant to the issues.
13. The former tenant must show they are entitled to the relief sought. MPHA has the burden to show its action is justified.
14. The Hearing Officer(s)' decision shall be based solely on the relevant evidence presented at the hearing and shall not make any settlements or agreements with the former tenant.
15. In making the decision, the Hearing Officer(s) will consult amongst themselves and may not consult with anyone else.
16. MPHA will mail a copy of the Hearing Officer(s)' decision to the former tenant within 10 working days or within a reasonable time.
17. If MPHA does not agree with the Hearing Officer(s)' decision, it may ask the MPHA Board of Commissioners to overturn the decision.