

Public Housing Agency of the City of Saint Paul

Public Housing Admission & Occupancy Policies

**Approved by the PHA Board of Commissioners on
February 23, 2000**

Amended July 2002
Amended October 2002
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Amended January 2004
Amended July 2004
Amended October 2005
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Notice To All Holders of the Public Housing Admission and Occupancy Policies:

The Policies contained herein are subject to change, without prior notice to Policyholders, by action of the Department of Housing and Urban Development and/or the Commissioners of The Public Housing Agency of the City of Saint Paul. The regulations of the Department of Housing and Urban Development for the Public Housing Admission and Occupancy Policies are incorporated by reference as if fully set forth herein.

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Part One:

Eligibility For Admission

I. Overview

Only families and individuals who meet program eligibility requirements can live in public housing. The following factors determine whether an applicant is eligible:

Refer to:
24CFR
§5.403

A. Family Status Requirement: “Family” includes but is not limited to:

1. A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
2. An elderly family;
3. A near-elderly family;
4. A disabled family;
5. A displaced family;
6. An extended family, meaning a household which includes grandparents, grandchildren, cousins, nieces, nephews, aunts and uncles or other family members who are not immediate family;
7. The remaining member of a tenant family; and
8. A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

B. Adult Head of Household: The head of household must be age eighteen or older.

C. Economic and Non-Economic Requirements: The applicant family or individual must meet the PHA’s economic and non-economic eligibility requirements, as detailed in Sections III. -V. of this Part.

D. Social Security Number Requirement: The applicant must provide the Social Security number and valid Social Security card (or other acceptable documentation) for all family members who are age six or older. An applicant who has never had a Social Security number, or who has family members age six or older who do not have a Social Security number, must certify to this fact.

E. United States Citizenship Status Requirements:

- | | |
|---|------------------|
| 1. An applicant who is a citizen must sign a declaration of U.S. citizenship. | §5.500
§5.508 |
| 2. Applicants who are age 62 or older who are non-citizens must sign a declaration of eligible immigration status and submit a proof-of-age document. | §5.508 |
| 3. Other non-citizen applicants must sign a declaration of eligible immigration status, a signed verification consent form, and U.S. Immigration and Nationalization Service forms to establish their eligibility for public housing. (The PHA is not able to provide assistance to non-eligible immigrants). | |

F. Income Limits: The applicant family or individual must meet income requirements. §5.609

- | | |
|--|--------|
| 1. The family's annual income anticipated for the next twelve months must be at or below the current income limit set for low income families. This income limit is based upon 80% of the median income for the area. | |
| 2. The PHA examines the current family income and projects it forward for the next twelve months to calculate anticipated annual income. A period of less than twelve months may be used if the family's source of income is temporary or unusual, and which will not likely recur in the next twelve months. No deductions or allowances are subtracted from the total annual income in determining the family's eligibility for the program. | §5.609 |
| 3. The income limit restrictions do not apply to a family already living in public housing. The family will not be required to move out if their income exceeds the current income limit. | |

Table 1-1:**Public Housing Income Limits**

Family Size	Extremely Low Income Family (30% MFI)	Very Low Income Family (50% MFI)	Low Income Family (80% MFI)
One Person	\$16,500	\$27,500	\$41,700
Two Persons	\$18,850	\$31,400	\$47,700
Three Persons	\$21,200	\$35,350	\$53,650
Four Persons	\$23,550	\$39,250	\$59,600
Five Persons	\$25,450	\$42,400	\$64,350
Six Persons	\$27,300	\$45,550	\$69,150
Seven Persons	\$29,200	\$48,650	\$73,900
Eight Persons or More	\$31,100	\$51,800	\$78,650

Effective date: 3/20/2007

MFI = Median Family Income

II. The Waiting List

\$960.206

A. Overview:

1. Households must complete an application to participate in the public housing program.
2. The PHA makes an initial eligibility determination based upon information in the household's application.
3. Eligible applicants are then put on a waiting list for admission that uses the date and time of application and preference factors to determine priority of placement.

B. When Applications Are Taken: Applications for public housing are taken at all times unless, in the judgment of the PHA, it should close the waiting list because it has a sufficient number of applicants it can serve in a reasonable period of time.

C. Updating the Waiting List: No less than annually, the PHA will update the waiting list and remove the names of those applicants who are no longer interested in public housing, who no longer

qualify, or who cannot be reached by telephone, mail, or any other means of communication. The PHA will establish a schedule for updating the waiting list according to bedroom size. New applicants will be advised of the update schedule.

D. Reinstatement to Waiting List: When applicants are removed from the waiting list because they could not be reached by telephone or mail, and then later contact the PHA regarding their continued interest in public housing, they will be reinstated to the list if they contact the PHA within one year from the date of their removal from the list. Their place on the waiting list will be the same as if they had never been removed from consideration.

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

F. Household Splits; Lease-Ons:

1. If one or more members of a household currently living in public housing wish to move into a separate unit, they must apply, be placed on the public housing waiting list according to their date of application, and meet the same eligibility requirements as other applicants. The PHA may approve a transfer in hardship situations. See Part 7, Section III. E.
2. If one or more persons not living in public housing want to be added to a lease and become members of a household currently living in public housing (“lease-on”), they must apply and meet the same eligibility requirements as other applicants. If the lease-on applicants are determined to be eligible and they can move into the household without exceeding the PHA’s occupancy standards, they may be admitted without regard to their position on the public housing waiting list. See Part 7, Section III.F.5. Transfers to Comply With Occupancy Standards.
3. Marriage does not automatically result in the new spouse being added to the lease. A new spouse will be subject to all economic and non-economic requirements for admission.
4. Live-in aides/care attendants must meet non-economic screening standards.

III. Calculating Annual Income

§5.609

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

- The head of household and spouse (even if temporarily absent), and
- Each additional member of the household who is age 18 or older and is not a full-time student.

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

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

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

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

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

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

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

- c. Interest, dividends, and other net income of any kind from assets whether real or personal property or instruments such as stocks, bonds, certificates of deposit.
 - (1) Expenditures for amortization of capital indebtedness shall not be used as a deduction in determining net income.
 - (2) An allowance for depreciation of real or personal property may be deducted from the interest, dividends or other net income derived from the property (straight line depreciation shall be used as provided in Internal Revenue Service regulations).
 - (3) Any withdrawal of cash or assets from an investment shall be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family.
 - (4) Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets, or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD.
 - (5) Actual income from assets shall be included as income if total assets are \$5,000 or less.
- d. The full amount of periodic payments received from **Social Security, annuities, insurance policies, retirement income, pensions, disability or death benefits**, and other similar types of periodic receipts.
- e. Payments in lieu of earnings, such as **unemployment and disability compensation, Worker's Compensation and severance pay**. *(Note the exclusion of lump sums to income listed in the following Part 1., Section B 4.)*
- f. **Welfare assistance:**
 - (1) If the amount of welfare is reduced because of an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will

include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.

- (2) If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted as income.
- g. Periodic and determinable allowances, such as **alimony, child support payments, and regular contributions or gifts**, including amounts received from any person not residing in the dwelling.
- h. **All regular pay, special payments and allowances** (such as longevity, overseas duty, rental allowances, allowances for dependents, etc.), received by a **member of the Armed Forces** (whether or not living in the dwelling) who is head of the family, spouse, or other family member whose dependents are residing in the unit.
- i. Payments to the head of the household for **support of a minor**, or payments nominally to a minor for his support, but controlled for his benefit by the head of the household or a resident family member other than the head, who is responsible for his support.
- j. **Relocation payments** made to displaced households made under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 or under 104(d) of the Housing and Community Development Act. The amount of income to be included will be based upon the number of months remaining in their 42 or 60 months entitlement since the date the family received its first replacement housing payment.

49 CFR 24
(Department of
Transportation
regulations) and
HUD Handbook
1378, Part 2-8

B. Annual Income Does Not Include:

1. **Non-recurring income**, defined as:
 - a. Sporadic and irregular gifts,
 - b. Amounts that are specifically received for, or in reimbursement of, the cost of medical expenses for any family member.
 - c. Certain non-recurring or sporadic income.
2. **Income from employment of minors (including foster**

children).

3. **Income of certain care providers:**

- a. **Foster care:** Payments received for the care of foster children or foster adults.
- b. **Care Attendant or Live-In Aide Income:** Income of a care attendant will not be counted in determining the family's income if the PHA determines that the care attendant is essential to the care and well being of a family member. §5.403
- c. **Care of a Disabled Family Member:** Amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.

4. **Lump-sum Additions:** Lump-sum additions to family assets; such as, but not necessarily limited to:

- a. Inheritances;
- b. Insurance payments, including payments under health and accident insurance and worker's compensation;
- c. Capital gains;
- d. Settlements for personal or property losses;

5. **Deferred Periodic Payments** of Supplemental Security Income (SSI) and Social Security benefits that are received in a lump sum payment or in prospective monthly amounts.

6. **Scholarships:** The full amounts of student financial assistance paid directly to the student or to the educational institution.

7. **Hostile Fire Pay:** The special duty pay to a family member serving in the Armed Forces who is exposed to hostile fire.

8. **Income from Certain Training Programs:**

- a. Amounts received under training programs funded by HUD as determined by the program's guidelines.
- b. Amounts received by a disabled person that are

disregarded for a limited time for purposes of Supplemental Security Income (SSI) eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

- c. Amounts received by a participant in other publicly assisted programs that are specifically for, or in reimbursement of, out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.). The payments must be made solely to allow participation in a specific program;
 - d. A resident service stipend, not to exceed \$200 per month, received by a resident for performing a service for the PHA, on a part-time basis, that enhances the quality of life in the development. Payment in excess of \$200 a month will cause the entire amount to be considered income. No resident may receive more than one such stipend during the same period of time;
 - e. Compensation from state or local employment training programs and training of a family member as resident management staff; this income is excluded only for a limited period as provided for in the program's guidelines.
 - f. Earnings and benefits to any family member resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437 t) or any comparable federal, state, or local law during exclusion period.
9. **Certain earnings disregarded:** Effective October 1, 1999, the incremental earnings due to employment during the 12-month period following date of hire shall be excluded. This exclusion (paragraph 9.) will not apply for any family who concurrently is eligible for exclusion in paragraph 8 above. Additionally, this exclusion is only available to the following families:
- a. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.
 - b. Families whose income increases during the participation of a family member in any family self-sufficiency program or other job-training program.

- c. Families who are or were, within six months, assisted under MFIP or another state TANF Program.
- d. This provision applies when an eligible adult begins employment on or after October 1, 1999, while a resident of public housing.

(While HUD regulations allow for the PHA to offer an escrow account in lieu of having a portion of their income excluded under this paragraph, it is the policy of this PHA to provide the exclusion in all cases.)

- 10. **Further earnings disregarded:** In the case of a family who has qualified for the earned income exclusion in Part One, Section III.B.9. upon the expiration of the 12-month period described in that section, an additional rent benefit accrues to the family. If the family member's employment continues, then for the 12-month period following the 12-month period of disallowance, the rent increase due to the earned income will be capped at 50 percent of the rent increase the family would have otherwise received.
- 11. **Reparation payments:** For all initial determinations and re-examinations of income carried out on or after April 23, 1993, reparations paid by a foreign government pursuant to claims filed under the laws of the government by persons who were persecuted during the Nazi era.
- 12. **Earnings in excess of \$480 per year for each full-time student** 18 years of age or older (excluding the head of household or spouse).
- 13. **Adoption assistance payments** in excess of \$480 per year per adopted child.
- 14. **Refunds or rebates,** such as renters' credit, received by the family under state or local law for property taxes paid on the dwelling unit.
- 15. **Statutory exclusions:** Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the National Housing Act of 1937 or Section 236 of the National Housing and Community Development Act of 1974, including but not limited to the following:

Annual income does not include:

§5.609

- a. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b));
- b. Payments to volunteers under the domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058);
- c. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));
- d. Income derived from certain submarginal land of the United States that is held in trust for certain Indian Tribes (25 U.S.C. 459e);
- e. Payments or allowances made under the Department of Health and Human Services Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
- f. Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b); (effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931);
- g. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-2504);
- h. The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted land, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408);
- i. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under Federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);
- j. Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f));

- k. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the *In Re Agent-product liability litigation*, M.D.L. No. 381 (E.D.N.Y.);
- l. Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);
- m. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursements for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q).
- n. Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j));
- o. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);
- p. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));
- q. Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805);
- r. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602); and
- s. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).

Assets

Table 1-2: A. Assets Include:	B. Assets Do Not Include:
<ol style="list-style-type: none"> 1. Amounts in savings accounts and six- or twelve –month average (whichever bank provides) balance for checking accounts. If a bank does not provide a 6 or 12- month average for checking accounts, the current balance will be used. 2. Stocks, bonds, savings certificates, money market funds and other investment accounts. 3. Equity in real property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset <u>and</u> reasonable costs (<i>such as broker fees</i>) that would be incurred in selling the asset. 4. The cash value of trusts that are available to the household. 5. IRA, Keogh and similar retirement savings accounts, even though withdrawal would result in a penalty. 6. Contributions to company retirement/ pension funds that can be withdrawn without retiring or terminating employment. 7. Assets, which, although owned by more than one person, allow unrestricted access by the applicant. 8. Lump sum receipts such as inheritances, capital gains, lottery winnings, insurance settlements, and other claims, deferred SSI and Social Security payments paid in a lump sum. 9. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc. 10. Cash value of life insurance policies. 11. Assets disposed of for less than fair market value during two years preceding certification or recertification. 	<ol style="list-style-type: none"> 1. Necessary personal property, except as noted in Column A; item 9 of this table. 2. Interest in Indian Trust lands. 3. Assets that are a part of an active business or farming operation. <p style="margin-left: 40px;">NOTE: Rental properties are considered personal assets held as an investment rather than business assets unless real estate is the family's main occupation.</p> <ol style="list-style-type: none"> 4. Assets not accessible to the family and which provide no income for the family. 5. Vehicles especially equipped for the handicapped. 6. Equity in owner-occupied cooperatives and manufactured homes in which the family lives. <div style="background-color: #e0e0e0; padding: 10px; margin-top: 10px;"> <p>Counts as income:</p> <ol style="list-style-type: none"> 1. Actual income from assets if total assets are \$5,000 or less; 2. If assets are more than \$5,000, the greater of <ul style="list-style-type: none"> - Actual income from assets, or - Total assets x HUD passbook rate </div>

IV. Verifying Applicants' Statements And Incomes

A. Overview:

1. Applicants shall be required to furnish proof of their statements when requested by the PHA. See Section V. §5.617
§960.259
2. All determinations will be fully documented in the files.
3. The PHA will utilize HUD's online "Upfront Income Verification" and "Enterprise Income Verification" (UIV/EIV) systems to the greatest extent feasible to verify employment and income information for all applicants and residents.

B. Applicant Releases: Applicants are required to sign release forms that authorize necessary third party verifications that include, but are not limited to, income and assets. If sufficient verification for some or all income sources is obtained through HUD's online UIV/EIV system, the applicant will not be required to sign release forms for those income sources. §5.617(b)

C. Documentation from Applicant: Applicants are also required to submit direct documentation to the PHA when it is necessary to verify statements related to program eligibility, income adjustments, rent calculations, or information related to equal opportunity requirements.

D. Use of Confidential Information/Data Practices: Information that is obtained directly from applicants, or from those persons authorized by the applicant, will be used or disclosed only for purposes relating directly to the administration of the Public Housing Program. All information that is "private data on individuals" under the Minnesota Government Data Practices Act (Minn. Stat. Sec. 13.01 and following) will be handled in compliance with that law. Information obtained from HUD's online UIV/EIV systems will be used, stored and disposed of in compliance with HUD requirements.

E. Family Composition and Residency: Certification by applicants will normally be considered sufficient verification of family composition and residence as provided by the applicant's signature on the application. However, the PHA reserves the right to request additional verification.

F. Income: All earned income must be verified at the time of

admission through third parties, which may include HUD's online UIV/EIV systems. When this is not possible, income will be verified by:

- a. 1. Viewing W-2 forms,
- b. 2. Check stubs, or;
- c. 3. Other means to assure accuracy.

G. Assets: Assets must be verified through third parties if the total reported assets is \$3000 or more. When this is not possible, or if the verification are not returned within two weeks, or if the total assets will be verified by:

1. Viewing savings account passbooks, or
2. Other photocopies or carbon copies of documents in the applicant's possession which substantiate statements of assets.

H. Unearned Income: Unearned income must be verified by third parties, which may include HUD's online UIV/EIV systems. When this is not possible, unearned income will be verified by:

1. Viewing checks;
2. Certifications of award; or
3. Other means to assure accuracy.

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

J. Misrepresentation: Any material misrepresentation on the part of an applicant revealed through the application process or otherwise, may result in a determination of ineligibility. The applicant shall be notified in writing of such determination by the PHA, and shall be given the opportunity to request an informal hearing of the matter.

V. Non-Economic Qualifications For Admission

A. Overview:

1. **Lease Compliance:** Applicants must be able to demonstrate §960.203

the ability and willingness to comply with the terms of the PHA's lease either alone or with assistance at the time of their admission to public housing. The PHA will deny admission to any applicant whose habits and practices reasonably may be expected to have a detrimental effect on other tenants, on the development environment, or on the financial stability of the PHA's Public Housing Program.

§960.206

2. **Information Sources:** The PHA will rely upon sources of information which may include, but are not limited to, PHA records, personal interviews with the applicant or tenant, home visits, credit checks, criminal and court records or police departments' records, references from previous and current landlords (or agents), employers, family, social workers, parole/probation officers, drug treatment centers and detoxification centers.
3. **Lack of Information and Applicant's Responsibility:** It is the applicant's responsibility to provide all requested non-economic eligibility information, and to ensure that all requested verifications of such information are received by the PHA. An application file lacking these verifications will be considered incomplete and cannot be approved.
4. **Suspended Applications:** If the PHA does not receive the requested verifications, the PHA will either suspend the application or deny it based on the ineligibility of the applicant. The applicant may choose denial instead of suspension in order to allow the applicant to immediately request a hearing.
 - a. A suspended application will be reinstated, at the request of the applicant, or if the PHA receives new eligibility information, within 12 months of the date of suspension. The PHA will send the applicant a reminder notice before the end of the 12-month period.
 - b. If the applicant does not request reinstatement of the application within 12 months of the date of suspension, that application cannot be reinstated. The applicant must complete a new application to be considered for admission to public housing.
5. **Restricting Reapplication/Readmission:** For a period of one year from the date of any of the following actions the PHA will not accept public housing applications from or readmit a family or individual who:

- a. has been denied admission to public housing;
- b. has been evicted from PHA owned property for cause or non-payment of rent;
- c. has voluntarily terminated their tenancy with the PHA to avoid eviction;
- d. has been formally barred (“trespassed”) from PHA property; and/or
- e. has engaged in or threatened abusive or violent behavior toward PHA personnel.

Use of this restriction is subject to any mitigating circumstances that an applicant may present. (See Section C., Mitigating Circumstances.)

B. Basis for Denial of Admission: A record or history of any of the following may be sufficient cause for the PHA to deny admission to the household:

- 1. **Inability or failure to provide required verifiable economic and non-economic eligibility information;**
- 2. **Inability to comply with the lease without supportive services from PHA staff** that would require an alteration in the fundamental nature of the public housing program;
- 3. **Non-payment** of rightful obligations, including rent and utilities;
- 4. **Disturbance** of neighbors;
- 5. **Destruction** of property;
- 6. **Poor living or housekeeping habits;**
- 7. Persons evicted from public housing, Indian housing, Section 23, or any Section 8 program because of drug-related criminal activity are ineligible for admission to public housing for a three-year period beginning on the date of such eviction.
- 8. A history of or current record of **criminal activity** involving crimes of **physical violence** to persons or property or a history of other criminal acts, conduct or behavior which would adversely affect the health, safety or welfare of other

Housing
Opportunity
Program
Extension Act of
1996
§960.205

1998 Housing
Act §578

tenants, neighbors or PHA employees. See also Section 15, below, Registered Sexual Offenders.

9. A history of or current record of **drug-related criminal activity** by the applicant, any member of the applicant's household, or a guest or other person under the applicant's control.

For purposes of these Policies, “**criminal activity**” includes, but is not limited to, **intentional conduct that is forbidden by and punishable under Minnesota law**, even though such conduct may be neither reported to a law enforcement agency nor prosecuted. Such conduct includes, but is not limited to, acts of physical violence or the threat of such acts. Neither proof beyond a reasonable doubt nor conviction in a court of law is necessary to establish whether an applicant or resident has engaged in criminal activity that amounts to a violation of the terms of the dwelling lease.

10. A history of, or current **violation of, the terms and conditions of a lease or occupancy agreement.**

11. An applicant’s **misrepresentation of any information** related to eligibility, award of preference for admission, allowances, family composition or rent.

12. A history of, or current conduct by a household member apparently caused by **substance abuse of alcohol or drugs, that would be a violation of the terms of the dwelling lease**, and an indication that such conduct is likely to continue and adversely affect the residential development environment.

1998 Housing
Act §575-577

- a. A determination by the PHA that an applicant is illegally using a controlled substance;
- b. A determination by the PHA that there is reasonable cause to believe that an applicant abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other tenants;
- c. A determination by the PHA that there is reasonable cause to believe that the applicant’s pattern of illegal use of a controlled substance or pattern of abuse of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other tenants;

13. A committing of **fraud** by a household member in

connection with **any federal housing assistance program**.

14. Any member of the household who currently **owes rent or other amounts to the PHA or to another PHA** in connection with the Public Housing or Section 8 Programs.

a. Prior to their re-admission to public housing, former public housing residents and Section 8 participants shall make arrangements to pay all sums owed to the PHA or another PHA.

b. Payment Agreements may be executed with the applicants who are otherwise program eligible and who have demonstrated to the satisfaction of the Housing Manager (*or designee*) that they do not have the present ability to pay the entire amount. See also Part 2, Section IV. of these Policies.

15. Registered Sex Offenders. The PHA must deny admission or terminate the lease of any resident who is subject to a lifetime registration requirement under any state's **sex offender registration** program.

24 CFR Sec.
960.204(a)(4)
(5/24/2001
Fed.Reg.)

16. Persons convicted of methamphetamine manufacture or production. The PHA must permanently deny admission of any household that includes a member who has been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of any federally assisted housing.

17. For a period of one year from the date of any of the following actions the PHA will not accept public housing applications from or readmit a family or individual who:

a. Was denied admission to public housing;

b. Was evicted from PHA owned property for cause or non-payment of rent;

c. Voluntarily terminated tenancy with the PHA to avoid eviction;

d. Was formally barred from entering one or more PHA properties under a "no trespass order"; and/or

e. Engaged in or threatened abusive or violent behavior toward PHA personnel.

18. Victim of Domestic Violence. The PHA will not deny a qualified applicant admission solely because the applicant is a victim of domestic violence, dating violence or stalking. The PHA may require an applicant who is or claims to be a victim of domestic violence to provide a signed certification or other documentation. (See Appendix K, VAWA Policy)
19. The PHA may deny admission to an applicant who is or claims to be a victim of such domestic violence, dating violence or stalking if the applicant fails or refuses to provide a signed certification or other documentation as evidence of the domestic violence, dating violence or stalking within 14 business days after being asked to do so. (See Appendix K, VAWA Policy)

C. Mitigating Circumstances: In the event the PHA receives unfavorable information with respect to an applicant which will likely cause the PHA to deny them admission, consideration shall be given to the time, nature and extent of the applicant's or a household member's conduct, and to factors which might indicate a reasonable probability of favorable future conduct or financial prospects. §960.205(d)

1. Mitigating circumstances might include, but are not limited to:
 - a. Evidence of **successful rehabilitation**;
 - b. Evidence of the applicant family's participation in or willingness to **participate in social service or other appropriate counseling**;
 - c. Evidence of **successful modification** of previous disqualifying behavior.
2. The PHA's primary mission is to provide housing. The PHA is under no obligation to locate or provide services to public housing applicants or tenants. However, on a case-by-case basis, the PHA may consider admitting an applicant or continuing the tenancy of a resident who agrees to accept support services necessary to comply with the terms of the PHA Lease.
 - a. The necessary support services may be provided by an agency **established to provide such service or by an**

individual willing to accept responsibility for providing the necessary service.

- b. **Payment for services** is not the responsibility of the PHA.
- c. The PHA has the **right to approve or reject** the agency or individual agreeing to provide the necessary support services.
- d. Some, but not all, of the **lease compliant functions** an agency or individual may assist an applicant or resident to perform are:
 - (1) Rent and utility payments;
 - (2) Cleaning/housekeeping;
 - (3) Rule compliance; and
 - (4) Avoiding disturbances.

D. Reasonable Accommodation: Applicants who are known to have a disability or handicap and have been determined eligible but who fail to meet the non-economic selection criteria will be offered an opportunity to have their cases examined to determine whether mitigating circumstances or reasonable accommodations will make it possible for them to be housed. The PHA is under no obligation to locate or provide social services or care attendants to any applicant or resident. (See Appendix G.)

VI. Notice to Ineligible Families

- A. Notice to Applicants:** The PHA will give an applicant prompt written notice of a decision denying their eligibility.
- B. Informal Hearing:** The notice shall also state that applicants may request an informal hearing on the decision and shall describe how to obtain the informal hearing. Applicants may object if they believe the information the PHA received was erroneous or untimely. Informal hearings shall be conducted by the PHA Resident Hearing Committee.

See Part 2., Section VIII. for information about the required notice regarding ineligibility for a Local Preference.

Part Two:

Applicant Selection

I. Overview

Refer to:

24 CFR

§960.204

A. The PHA will house the maximum number of eligible applicants within available resources.

B. **Selecting Applicants:** Applicants will be selected from the waiting list. Their place on the waiting list will be determined by two factors:

1. Local preference factors (there are different policies for applying Local preferences to family units and hi-rise units); and;
2. Date and time of application.

C. **Income Mix:** As required by the Quality Housing and Work Responsibility Act of 1998 (QHWRA), this admissions policy is designed to provide for deconcentration of poverty and income-mixing, in a manner which is also consistent with meeting the housing needs of the maximum number of very low income families in the PHA's jurisdiction. Of the public housing dwelling units made available for occupancy in any fiscal year by eligible families, not less than 55 percent shall be occupied by families whose incomes at the time of commencement of occupancy do not exceed 30 percent of the area median income.

II. Definitions of Preferences and Related Terms

Local preferences are used in selecting applicants for public housing admission:

A. **Local Preferences:** The PHA uses local preferences to prioritize applicants.

1. **Residency Preference: (applies to both family and hi-rise applicants):** This preference is given to applicants whose head of household or spouse:
 - a. Lives in Saint Paul;
 - b. Works in or has been notified that they have been hired to work in Saint Paul; or

- c. Attends school or has been accepted to attend school in Saint Paul.
- 2. **Veteran's or Service Person Preference (applies to both family and hi-rise applicants):** This preference is given to an applicant who is a Veteran or member of the Armed Services or a dependent family member of a Veteran or a Service Person.
 - a. **"Veteran"** means any person honorably discharged from the Armed Forces of the United States after serving for 181 consecutive days or more, or who served under the direction of the Armed Forces and clandestine forces of the United States.
 - b. A **"Service Person"** is part of an applicant's family and is in the military forces of the United States at the time of application for housing. "Military forces" means the Army, Navy, Air Force, Marine Corps, Coast Guard and the commissioned corps of the U.S. Public Health Service.
- 3. **Student Preference (applies only to hi-rise applicants):** A full-time student at an accredited educational institution, including a vocational school with a diploma or certificate program, as well as an institution offering a college degree.
- 4. **Special Program Preference (applies only to hi-rise applicants):** This preference is given to an applicant who has been approved to participate in one of PHA's special programs (*CHSP, ASI, ALP, or other special program*) that operate on PHA premises. See Part 8., "Special Occupancy Situations", for information on special programs.
- 5. **Elderly, Disabled or Displaced Preference Over Near-Elderly and Single Persons:** An applicant that is a one or two person elderly, disabled or displaced family is given a preference over an applicant that is a near-elderly or single person who is not an elderly or displaced person, or a person with disabilities, regardless of the applicant's other local preferences.
- 6. **Near-Elderly Preference Over Single Persons:** An applicant that is a one or two person elderly, disabled, displaced or near-elderly family is given a preference over an applicant that is a single person who is not an elderly, displaced, or near-elderly person, or a person with disabilities, regardless of the

applicant's other local preferences.

III. General Policies Regarding Preferences

A. Family Units Preference Admissions:

§960

1. **Residency Preference Points:** Applicants who qualify for a Residency Preference will receive two points.
2. **Veteran's Preference Points:** Applicants who qualify for a Veteran's Preference will receive two points.

B. Hi-Rise Preference Admissions (See also Part 4., Dwelling Unit Assignment, Section III. I. Hi-Rise Units):

1. **Residency Preference Points:** Applicants who qualify for a Residency Preference will receive two points.
2. **Veteran's Preference Points:** Applicants who qualify for a Veteran's Preference will receive two points.
3. **Student Preference Points:** Applicants who qualify for a Student's Preference will receive two points.
4. **Special Program Preference Points:** Applicants who qualify for a Special Program will receive eight points.
5. **Elderly/Disabled/Displaced Preference Points:** Applicants who qualify for a preference as an elderly or disabled or displaced person will receive eight points.
6. **Near-Elderly Preference Points:** Applicants who qualify for a preference as a near-elderly person who is not also a disabled or displaced person will receive seven points.

C. Cumulative Preference Points: Preference points are cumulative. For example, an applicant who qualifies for a Residency and Veteran's Preference will receive a total of four points.

D. Applicants with **no local preferences** are given the lowest priority for assistance and are selected from the waiting list according to the date and time of their application.

E. Changes in Preference Status: Occasionally families on the waiting list who did not qualify for a local preference at the time they applied for rental assistance will experience a change in circumstances that now qualifies them for a local preference. In such instances:

1. It is the family's responsibility to contact the PHA.
2. Families certifying that they qualify for a local preference will be repositioned on the waiting list in accordance with their new preferences and their original date and time of application.
3. They will then be informed in writing of their change in status and their place on the waiting list.

IV. Monies Owed To A Housing Authority:

§960.205(b)

(i)

The following policies apply to any monies owed to the PHA or another housing authority by current and former public housing residents and Section 8 participants.

A. : When an applicant owes the PHA money from previous public housing residency or Section 8 participation, the PHA may choose to enter into a Payment Agreement with the household, or may require that the entire amount be paid in full prior to allowing the applicant re-admission to public housing or the Section 8 Program.

1. The applicant must first demonstrate to the satisfaction of the PHA that they cannot pay the debt in full at the time of application.
2. Payment Agreements require a **minimum payment of \$25 a month** on each claim for monies owed until the balance owed is paid in full.

B. Consequences of Default:

§960.205(b)(1)

1. If the applicant is housed but does not meet the agreed-upon terms of a Payment Agreement, the applicant will be subject to termination of the Dwelling Lease in accordance with Part 9.
2. The PHA may file a claim for repayment under the Minnesota Revenue Recapture Act.

V. Applicants For Both Public Housing and Section 8 Assistance: Applicants who applied for both public housing

and Section 8 Assistance, and who are admitted into a public housing unit, may remain on the waiting list for Section 8 Assistance.

A. Place on Waiting List: The date and time of their application will continue to be tracked as the date and time that they first applied for Section 8 assistance. §982.205(c)

B. Applicable Income Limit: Their income must be within the Very Low Income limit to be eligible for Section 8 assistance.

VI. Non-Discrimination In Applicant Selection

A. No Discrimination: The PHA will not discriminate against any applicant for public housing due to race, color, religion, creed, national origin or ancestry, sex, age, handicap, disability, receipt of public assistance, marital status, sexual or affectional orientation, or political or other affiliation. §5.105

B. No Preferential Treatment: No preference will be given to an applicant because of political affiliation or his or her acquaintance with any public official at the federal, state or local level.

VII. Verifying Local Preferences: Applicants must provide proof of each local preference they are claiming. This can be done through third party or individual certifications. §960.

VIII. Applicants Ineligible For A Local Preference: §960.
When an applicant has claimed a local preference in their application and the necessary criteria cannot be met, the PHA shall do the following:

- Promptly notify the applicant in writing of the determination and briefly state the reasons they are ineligible. The notification will offer the applicant an opportunity to meet with a PHA designated representative to review the determination.
- The PHA designated representative may be an officer or employee, including the staff person who made or reviewed the determination.

IX. Misrepresentation: If an applicant makes any intentional omissions or misrepresentational statements, and they are revealed to the PHA, the family will be ineligible for admission. The applicant will be notified in writing of this determination, and given the

opportunity to request an informal hearing before the PHA/Resident Hearing Committee.

Part Three: Rent Calculations

I. OVERVIEW

- A. The amount of rent paid by public housing residents is based either on income or on the PHA's flat rent.

Refer to:
24 CFR
960.253

B. Jobs-Plus is a special program administered by the PHA. The HUD-approved rules for rent setting and participation are set forth in the program agreement. [Obsolete]

- II. **FLAT RENT:** At admission and each year at the time of their annual reexamination, each household is given the choice of having their rent determined based on **adjusted household income** or having their rent set at the **flat rent** amount.

A. Flat Rent Determination:

1. The PHA has set a flat rent for each public housing unit based on the size of the unit and the approximate market rental value compared to Fair Market Rents. The amount of the flat rent will be reevaluated approximately annually and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied when the annual lease is renewed.
2. The PHA posts the flat rents at each of the developments and at the Central Administrative Office and the Rental Office at 555 N. Wabasha Street, St. Paul, Minnesota.
3. When a household chooses to pay the flat rent, that amount is their Total Tenant Payment (TTP) and the amount payable to the PHA as rent. There is no further adjustment for utility costs, except for utility surcharges in hi-rises. (Part 3, V. A.2.)
4. The resulting flat rents for hi-rises, family developments and scattered sites are as follows, after adjusting for utility allowances:

PUBLIC HOUSING ADMISSION & OCCUPANCY POLICIES

FLAT RENTS

ALL HI-RISE UNITS	0BR	1BR	2BR
	\$400	\$530	\$640

FAMILY DEVELOPMENT UNITS	1BR	2BR	3BR	4BR	5BR	6BR
	\$480	\$540	\$740	\$840	\$980	\$1,130

SCATTERED SITE FAMILY UNITS	3BR	4BR	5BR	6BR
	\$930	\$1,070	\$1,240	\$1,420

B. Advantages of Flat Rent:

1. Households who choose the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo.
2. Households who choose the flat rent may request to have a reexamination and return to the formula-based method at any time for any of the following reasons:
 - a. The household's income has decreased.
 - b. The household's circumstances have changed, increasing their expenses for childcare, medical care, transportation, education, etc.
 - c. Other circumstances creating a hardship on the household such that the formula method would be more financially feasible for the household.

III. RENT BASED ON ADJUSTED HOUSEHOLD INCOME

§5.611

Adjusted Household Income is annual income minus allowances for dependents and certain expenses to care for children and household members with a disability. Elderly and disabled households have an additional allowance and may also have deductions for certain medical expenses.

A. Calculation of Rent Based on Income: In calculating the income-based rent of public housing residents, the PHA must use a formula, called a **Total Tenant Payment**, commonly abbreviated as "TTP." Adjusted monthly income is one of the factors in the formula.

B. Income-Based Formula for Calculating TTP: TTP is the **highest** payment resulting from the following options (#1-4).

Total Tenant Payment For Income-Based Rents

1. 10% of total **Gross Monthly Household Income**.
OR
2. 30% of total **Monthly Adjusted Household Income**.
OR
3. If a household receives assistance under the Minnesota Supplemental Assistance program (MSA), **that portion designated for shelter and utility costs**.
OR
4. \$25 minimum rent (\$50.00 effective October 1, 2006).

Ceiling rents were eliminated, effective 1/1/2004.

C. Gross Monthly Household Income is calculated by: \$5.609

1. Determining the annual income (*as defined in Part 1 of this document*), and
2. Dividing it by twelve.

D. Monthly Adjusted Household Income is calculated by: \$5.611

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

Annual Deductions Available To All Households

- \$480 for each **dependent who is a member of the household**.
- Reasonable **child care expenses** for household members under the age 13 that enable a household member to have paid employment or go to school.
- **Disability assistance expenses** in excess of 3% of annual gross income for the care of a family member with a disability that enables that person or another household member to have paid employment.

\$5.611

**Annual Deductions Available To
Elderly and Disabled Households Only**

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

E. Deductions and Related Definitions:

1. An **“elderly household”** is a family whose head or spouse, or only member, is at least age 62, or who is a person with a disability or a handicap. §5.403
42 U.S.C.
1437 a(b)
 2. A **“dependent”** is: §5.603
 - a. A person who is under 18 years of age, or;
 - b. A person with a disability, or;
 - c. A full-time student who is over age 18 and is a member of the household. They are considered a member of the household if they live in the household during the school term. They must carry a full-time subject load at an educational institution with a degree or certification program. The institution defines what is a full-time subject load.
- (1) **The definition “dependent” does not include:**
- (a) The family head or spouse;
 - (b) Foster children; or
 - (c) Foster adults.
3. A **“person with a disability”** is someone with disabilities as defined in **42 U.S.C. §423** or who has developmental disabilities as defined in 42 U.S.C. §6001(7). The following 42 U.S.C.
1437 a(b)

PUBLIC HOUSING ADMISSION & OCCUPANCY POLICIES

is a summary of these requirements:

- a. Section 423 defines a disability as an inability to be employed due to:
 - (1) Any physical or mental impairment that is expected to last continuously for the next 12 months or is expected to be fatal.
 - (2) If a person over age 55 is blind, their blindness must prevent them from substantial employment comparable to what they did previously when they had eyesight.
- b. Section 6001 (7) defines developmental disability as a:
 - (1) Severe chronic condition that is due to a mental or physical impairment, or combination of both, which
 - Was evident before the person was age 22,
 - Is likely to continue indefinitely, and
 - Results in substantial functional limitations.
4. **Child care expenses** are costs paid by the family for the care of minors who are under age 13 where such care is needed to enable a family member to be employed or for an adult to further their education. §5.603
 - a. The amount deducted must reflect reasonable charges for child care; and
 - b. In the case of child care necessary to permit employment, the amount deducted cannot exceed the amount of employment income that is included in annual income; and
 - c. Only the costs that are not reimbursed are deductible.
5. **Disability assistance expenses** are anticipated reasonable costs for care attendants and necessary equipment for a household with disabilities. §5.603
 - a. The cost of the attendant and equipment are deductible only if they enable an adult member of the household (*including the member with a disability*) to have paid employment.

PUBLIC HOUSING ADMISSION & OCCUPANCY POLICIES

- b. The amount deducted cannot exceed the employment income received by family members, who are at least age 18, as a result of the assistance to the person with a disability.
 - c. The expenses are only deductible if they are paid to an eligible care attendant and are not reimbursed by an outside source. (See Appendix A. for a further definition of a care attendant.)
6. **Medical expenses** are anticipated medical costs, including medical insurance premiums that are not covered by insurance. Medical expenses previously incurred and paid are not eligible deductions. Only elderly households are eligible for this deduction. Examples of eligible medical expenses are:
- a. Prescription and non-prescription medicines,
 - b. Transportation to medical treatment,
 - c. Physicians and other health care professional services,
 - d. Dental expenses, eyeglasses, hearing aids and batteries,
 - e. Monthly payments on accumulated medical bills, and
 - f. Medical care of a permanently institutionalized family member if that person's income is included in the family's gross annual income calculation.

IV. **MINIMUM RENT PAYMENT; WAIVER BASED ON** §5.630

HARDSHIP: The PHA has set the minimum rent at \$25 (\$50.00 effective October 1, 2006). However, if the family requests a hardship exemption, the PHA will immediately suspend the minimum rent for the family until the PHA can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature. It is the family's responsibility to provide the information supporting the claimed hardship.

A. A hardship exists in the following circumstances:

- 1. When the family has lost eligibility for or is waiting for an eligibility determination for a federal, state, or local assistance program;
- 2. When the family would be evicted as a result of the imposition of the minimum rent requirement;

PUBLIC HOUSING ADMISSION & OCCUPANCY POLICIES

3. When the income of the family has decreased because of changed circumstances, including loss of employment.
4. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
5. When a death has occurred in the family.

B. No hardship: If the PHA determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension. The PHA will offer the family an opportunity to sign a Payment Agreement for any rent not paid during the period of suspension. During the suspension period the PHA will not evict the family for non-payment of the amount of tenant rent owed for the suspension period.

C. Temporary hardship: If the PHA reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The PHA will offer the family an opportunity to sign a Payment Agreement for any rent not paid during the period of suspension. During the suspension period the PHA will not evict the family for non-payment of the amount of tenant rent owed for the suspension period.

D. Long-term hardship: If the PHA determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists. The family must verify the continuation of the hardship at least quarterly.

E. Appeals: The family may use the grievance procedure to appeal the PHA's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

V. RENT TO BE PAID TO THE PHA

A. Hi-Rises: For all hi-rise developments the rent paid to the PHA is the same as the Total Tenant Payment or the flat rent. §960.253

1. **Rent Includes Standard Utilities:** All standard utility consumption (not including telephone or cable TV) is included as a part of rent paid to the PHA.

PUBLIC HOUSING ADMISSION & OCCUPANCY POLICIES

2. **Charges For Other Utilities:** To cover PHA costs of appliances that are not considered standard, the following monthly charges will be made: \$965.506

- a. Freezers: \$72 per year in payments of \$6 per month for freezers that are separate appliances (not a part of the refrigerator).
- b. Air conditioners: \$72 per year in payments of \$6 per month for wall or window air conditioners.

B. Other PHA Units: \$960.253
\$965.502

1. **Income-based Rent.** For family housing developments and scattered sites, rent to be paid to the PHA will be calculated by subtracting an allowance for tenant-purchased utilities from the Total Tenant Payment which is based on adjusted household income.
2. **Flat Rent.** For households who choose to pay flat rent, there is no further adjustment for a utility allowance. The flat rent is the amount payable to the PHA.

Tenant Rent To PHA	
1. Flat Rent	1. Income-based Rent: Total Tenant Payment
EQUALS	MINUS
2. Rent to be paid to the PHA.	2. Allowance for tenant-purchased utilities
	EQUALS
	3. Rent to be paid to the PHA.

C. Utility Allowances:

1. The allowance for tenant-purchased utilities will be taken from Part 3., Section V., Table 3-1.
2. Residents of family units are not charged for appliances such as freezers and air conditioners. Consumption of such appliances is not factored into the allowances in Table 3-1. Residents pay for consumption of such appliances in their electric bills.

D. Tenant Utility Payments: The resident shall be responsible for paying utility charges directly to Xcel Energy or to District Energy Saint Paul.

PUBLIC HOUSING ADMISSION & OCCUPANCY POLICIES

1. **Utility Reimbursements:** When the Total Tenant Payment is less than the allowance for tenant-purchased utilities, the PHA will pay the difference to the resident each month. (It is possible for families to still qualify for a utility reimbursement despite the \$25 minimum rent requirement (\$50.00 effective October 1, 2006). For example, if a family's TTP is the minimum \$25 (\$50) and the PHA's utility allowance is \$60 for that unit, the family would receive a utility reimbursement of \$35 (\$10) for tenant-purchased utilities.)
2. **Utilities Provided:** The following utilities are provided to family development and scattered-site tenants as a part of the rent paid to the PHA.
 - a. Cold water, sewer service, and refuse removal are provided as a part of rent to all family and scattered-site residents.
 - b. Residents of one-bedroom units in MN 1-2 (Roosevelt Homes) are provided with hot water as a part of the rent paid to the PHA.
 - c. Residents of some units in MN 1-22 (scattered sites) are provided with heat as a part of the rent paid to the PHA.

Table 3-1. UTILITY ALLOWANCE SCHEDULE**Effective at Annual Recertification of Occupancy beginning April 1, 2007**

Effective 4/1/07 for new leases signed on or after April 1, 2007

Schedule "A"

BR UNIT SIZE	NUMBER EXPOSED WALLS	MN 1-1, 1-4/8A MCDONOUGH	MN 1-2 ROOSEVELT	MN 1-3, 1-8B/10 MT. AIRY	MN 1-5 SCATTERED SITES	MN 1-7 WEST SIDE DUPLEXES	MN 1-9 DUNEDIN
1	2		43.00				
1	3	73.00	54.00				
2	2	95.00	86.00	95.00			95.00
2	3	92.00	89.00	107.00		114.00	
2	4			119.00			
3	2	131.00	98.00	109.00			116.00
3	3	128.00	112.00	125.00	122.00	151.00	
4	2	153.00					122.00
4	3	143.00	130.00	142.00	157.00		
4a	4			205.00			
4b	4			158.00			
5	2	164.00		153.00			147.00
5	3	168.00		164.00	157.00		
5	4			186.00			

Schedule "B"

Development MN 1-	Category*	BR Size	Number of Outside Walls	Utility Allowance
31,32,33,34,35,37	A	3	4	163.00
30,31,32,33,34,37	A	4	4	176.00
32,34,37	A	5	4	184.00
34,37	A	6	4	232.00
31,32,33,34,35,37	B	3	4	149.00
30,31,33,34,35,37	B	4	4	153.00
23,29,33,34,35,37	B	5	4	183.00
35	B	6	4	210.00
32,34,35	C	3	3	129.00

* Category A = Two Story Homes, Story and One-Half
 B = Rambler, Split Entry, Split Level and Walkouts
 C = Duplexes, Double Bungalows

Part Four:

Dwelling Unit Assignment

I. Overview

Refer to:

24 CFR
§960.202

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

B. Income Mix and Deconcentration of Poverty. As required by the Quality Housing and Work Responsibility Act of 1998 (QHWRA), the PHA will try to avoid concentrating very low-income families (or other families with relatively low incomes) in certain public housing family developments. If the average annual household income (adjusted for unit size) in one development varies from the average income for all four family developments by more than 15%, the PHA will offer incentives to eligible applicants to accept unit assignments that will reduce the income disparity in the development or building.

II. Family Units

A. Offering Procedure:

1. The applicant will be offered the unit of the appropriate size for the household which has been vacant longest. If the applicant refuses the offered unit, the PHA will offer a second unit.
2. The applicant will be told at the time of the first offer that a second unit will be offered, but the applicant will not be told the location of the second unit until the first unit is refused. The second unit may or may not be in the same development, depending on where the next longest vacancy exists.
3. When the applicant is offered the second unit, the first unit is no longer available.
4. If the applicant does not accept either of the two units offered (without a hardship basis, explained below), the applicant loses his or her place on the waiting list.
 - a. The application date will be changed to the date of refusal

of the offer, and

- b. The applicant will be returned to the waiting list at the place appropriate to the preference points awarded and revised application date.

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

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

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

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

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

so will be considered a refusal.

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

E. Factors Affecting the Unit Offer:

1. **Unit Offered:** From the list of dwelling units that are vacant and ready for re-rental, the PHA will offer the applicant household the dwelling unit that:
 - a. Is of appropriate size for the household in accordance with the PHA's Occupancy Standards found in Section IV. of this Part.
 - b. Has been vacant the longest, and
 - c. Has modifications that make it accessible for persons with a handicap, if needed.
2. **Handicapped Accessible Units:** Handicapped accessible dwelling units are located in some congregate developments and among the scattered site units.
3. **Scattered Site Unit Offered:** Single family units in the Scattered Site Program will be offered to current public housing residents of family developments who are on the approved transfer waiting list. (See Part Seven, Transfers.)

If there is no household of the appropriate size on the transfer waiting list, or if the unit has been ready for 30 days or more, or has been turned down by three residents approved for transfers, then the unit will be offered to an applicant in accordance with paragraph 1. above.

If an applicant at the top of the waiting list requires a unit modified to make it accessible for a person with a handicap, the applicant will be offered the first available unit of appropriate size that meets the modification need whether it is a family development or a scattered site unit.

4. **Required Training Program:** All applicants who move from the public housing waiting list into scattered site units will be required to complete the PHA's scattered site

training curriculum within a year of move-in. Failure to complete the training program in a one-year period will be considered a violation of the tenant's Dwelling Lease.

III. Hi-Rise Units

A. Offering Procedure: Units will be offered to meet the following objectives:

1. Provide the greatest amount of choice possible to each applicant,
2. Minimize the number of vacant units, and
3. Encourage applicants to consider alternative building site choices.

B. Information to Aid Applicant Choice: The applicant at the top of the waiting list will be provided with information designed to help make a well-informed choice. The following information is provided:

1. **Information on Buildings:** The applicant will be able to view photos and floor plans of all hi-rise buildings and apartments.
2. **Information on Services and Amenities:** The applicant will be given information on services and amenities in the hi-rise buildings and in the surrounding neighborhood.

C. Applicant Building Selection: The applicant will be given the opportunity to consider all buildings, and may select up to three preferred buildings.

D. The Unit Offer: The PHA will offer the applicant the unit that has been vacant the longest period of time in the applicant's preferred building.

1. **Sequence of Offers:** The PHA will make all offers of units in sequence and an applicant will not be offered another unit unless she or he rejects the unit that is offered. If the applicant rejects the unit offered in the building of first preference, or there isn't a unit available in the building of first preference, the applicant will be offered the unit that has been vacant the longest period of time in the applicant's building of second preference. This process will follow for the applicant's building of third preference. No more than three such offers in

the applicant's preferred buildings will be made.

2. **Alternative Unit:** An alternative unit may be offered in the applicant's buildings of choice if the applicant has a compelling reason for rejecting the unit first offered in the specified building.
 3. **Effect of Three Refusals:** The applicant must accept one of the three units offered, or
 - a. The application date will be changed to the date of refusal of the third offer, and;
 - b. The applicant will be returned to the waiting list at the place appropriate to the Preference Points awarded and revised application date.
- E. Inability to Move:** If the applicant is willing to accept the unit offered, but is unable to move at the time of the offer, the inability to move will not count as a refusal, and the applicant's position on the waiting list will not change. The applicant must present clear evidence of an inability to move. Upon notification that the applicant can move, they will be offered a unit in accordance with this Section III.
- F. Hardship Refusal:** If the applicant can present clear evidence of compelling reasons why the acceptance of the unit offered will result in undue hardship, refusal of the offer will not count as a refusal, and the applicant will not be moved to the bottom of the eligible applicant list.
1. The refusal cannot be related to an unwillingness to live in housing with persons of protected classes, or undocumented negative perceptions of neighborhood characteristics.
 2. Examples of situations that might be accepted by the PHA as "clear evidence of hardship" are:
 - a. Inaccessibility to health related services and/or facilities required by the applicant;
 - b. Unit or building offered lacks amenities or special programs needed by a disabled member of household; or
 - c. Inaccessibility to necessary supportive services, such as religious facilities, employment/volunteer activities, services provided by household members, or direct

transportation to needed services.

G. Specific Building Requests: A request for placement in a specific hi-rise building, either upon application or as an alternative to accepting the building(s) offered, will be considered only if the building requested:

1. Is located in close proximity to health related services and/or facilities required by the applicant;
2. Makes available services or facilities required by the applicant and not available in other buildings offered, such as wheelchair accessibility; or
3. Is in close proximity to necessary supportive services such as religious facilities, employment/volunteer activities, services provided by family members, or direct transportation to needed services.

H. Documentation: Written documentation will be required to justify all specific hi-rise building requests.

1. **Health Related:** In the case of a health-related request, documentation must be from a licensed medical doctor/practitioner or other qualified health care professional that a facility or service is required by the applicant.
2. **Non-Health Related:** In the case of non-health related requests, the history of use of the facility or service by the applicant, as well as the frequency, duration, regularity of use and lack of reasonable transportation from other hi-rise buildings offered will be documented by the facility or service provider.
3. **Records:** The PHA will maintain a written record of the units offered, including the hi-rise location, date and circumstances of each offer and each rejection or acceptance, including inability to move, hardship refusal, and specific building requests.

I. Factors Affecting the Dwelling Unit Offer:

1. **Necessary Supportive Services:** If supportive services are needed by the applicant household at the top of the waiting list, they will be offered a dwelling unit of appropriate size in a building designated for the household type that has those support services.

(See Table 4-1.)

2. **Income Limits:** The applicable income limits for hi-rise developments are those for Low Income households, not those for Very Low Income households. (See Part One, Section I.).

§5.603
§5.609

3. **Priority for Elderly/Disabled Applicants:** The PHA will give elderly and disabled applicants priority over near-elderly and non-elderly single persons.

4. **Near-Elderly Status:** A near-elderly person who is between the ages of 50 and 61, and who is not disabled or handicapped, will receive priority over applicants 49 years of age and younger, subject to the policies stated in Part Two, Applicant Selection.

5. **Elderly-Only Designated Buildings:** Available units in elderly-only designated buildings will be assigned according to the HUD-approved Saint Paul PHA Designated Housing Allocation Plan. Available units in designated buildings will be offered first to elderly (62 years of age and older) applicants and to residents requesting a transfer to a designated building from a non-designated building, on a 1:1 rotating basis. If no elderly person is available or willing to accept that unit, the unit will then be offered to a near-elderly applicant. If no elderly or near-elderly applicant is available or willing to accept the unit within a sixty day time period, the unit will then be offered to an applicant under the age of 50 years.

Hi-Rise Characteristics. The following table will be used by PHA staff in making determinations of appropriate unit assignments.

Table 4-1: SPECIAL PROGRAMS IN HI-RISE BUILDINGS; DESIGNATED ELDERLY HOUSING	
Building	Special Programs
Dunedin , 469 Ada St.	ALP
Edgerton , 1000 Edgerton St.	CHSP & ALP
<i>Hamline</i> , 777 <i>Hamline Ave.*</i>	ALP
Iowa , 1743 East Iowa St.	CHSP
Montreal , 1085 Montreal Ave.	CHSP & ASI
Neill , 325 Laurel Avenue	ASI
Ravoux , 280 Ravoux Street	CHSP & ALP
Valley , 261 East University	CHSP & ASI

ASI = Accessible Space, Inc.

ALP = Assisted Living Program,

CHSP = Congregate Housing Services Program

ASI, ALP, CHSP programs must approve applicant for program admission independent of PHA approval of eligibility for public housing.

***DESIGNATED ELDERLY-ONLY HOUSING:** **Hamline Hi-Rise** has been designated for elderly-only residents (age 62 and older). See A.5. above.

IV. Occupancy Standards

A. **Occupancy standards** are designed to provide for maximum use of PHA Public Housing resources.

B. **The minimum and maximum occupancy levels acceptable in Saint Paul Public Housing are as follows:**

Table 4 - 2: OCCUPANCY STANDARDS MINIMUMS AND MAXIMUMS - FAMILY UNITS		
Unit Size	Minimum Occupancy	Maximum Occupancy
1-Bedroom	1 Person	4 Persons
2-Bedrooms	2 Persons	6 Persons
3-Bedrooms	3 Persons	8 Persons
4-Bedrooms	4 Persons	10 Persons
5-Bedrooms	5 Persons	12 persons
6-Bedrooms	6 Persons	14 Persons

Table 4 - 3: OCCUPANCY STANDARDS MINIMUMS AND MAXIMUMS - HI-RISE UNITS		
Unit Size	Minimum Occupancy	Maximum Occupancy
0-Bedroom	1 Person	2 Persons
1-Bedroom	1 Person	2 Persons
2-Bedrooms	2 Persons	4 Persons

C. **Assignment Considerations:** Dwelling unit assignments will be made within the minimums and maximums listed above, subject to the following household composition considerations:

1. The age, sex and relationship of members of the household will be taken into consideration in assigning unit sizes:
 - a. Minors of the opposite sex, who are six years of age or older, will not be required by the PHA to share the same bedroom. Bedroom space will be allowed for the

following circumstances:

- (i) Children away during the school year;
- (ii) Children away part time under joint custody arrangements, but who reside 183 days or more with the public housing household.
- (iii) Children whose return to physical custody of a household member is imminent and can be documented; or
- (iv) Unborn children of pregnant household members.

- b. Persons of different generations, adults of the opposite sex (other than married couples, or couples who have a marital type relationship), and unrelated adults will not be required by the PHA to share a bedroom.

- 2. **Verifiable medical needs or other extenuating circumstances** will be taken into consideration in determining the size of the unit. An example would be a live-in care attendant, who is not functioning as a member of the household. The care attendant would be entitled to a separate bedroom. §5.403
§966.4(d)(3)(i)
- 3. **Exceptions:** At the request of the applicant or resident, the Rental Administrator or Housing Manager will consider exceptions to the standards. Such a request will be approved, if the Rental Administrator or Housing Manager agrees that the proposed variance:
 - a. Is necessary to provide additional space needed by the household that is not provided for by the considerations of Section IV.C. of this Part; or
 - b. Will result in the household occupying a dwelling unit that is one bedroom smaller than the household should have if the considerations of Section IV.C. of this Part are followed.
 - c. Will still meet the minimums and maximums listed in Table 4.2. Occupancy Standards Minimums and Maximums.
- 4. Subsequent transfers may not be done within the first twelve months of initial occupancy.

Part Five:

Dwelling Leases

- I. Dwelling Lease Execution:** Every person who lives in public housing must be included on a legally executed Dwelling Lease. **Refer to:**
- A. Required Briefing:** Residents moving into a new public housing unit must participate in an orientation session regarding the terms and conditions of the Dwelling Lease. For families moving into family housing development units, including transferring residents, failure to complete the orientation within 30 days of moving in will be considered a violation of the dwelling lease. **24 CFR §966.4**
§966.4(a)
- B. Required Signatures:** The Head of Household (and spouse, if applicable) and all other adult members of the applicant's household will be required to sign the Dwelling Lease prior to admission.
- C. Shared Units:**
1. When two or more elderly single persons agree to share a unit, eligibility and rent may be determined separately for each and a separate Dwelling Lease executed with each person.
 2. In the case of such shared occupancy of an apartment, each Dwelling Lease will provide that the unit is leased to all occupants as residents-in-common of the entire apartment and that each resident will have the right to the use and occupancy of the entire apartment in common with a co-tenant(s).
- D. Household Changes:** If, through any cause, the Head of Household or spouse who signed the Dwelling Lease ceases to be a member of the resident household:
1. The Dwelling Lease will be canceled;
 2. A new Dwelling Lease agreement must be executed and signed by:
 - a The adult head of the remaining household,
 - b The spouse, if applicable, and

c All other adult members of the household; and

3. A new Dwelling Lease will be executed by the PHA only if the household is eligible for continued occupancy.
4. Bifurcation of Leases: The PHA may bifurcate a lease to remove a household member who engages in criminal acts of physical violence against family members or others.
(See Appendix K, VAWA Policy)

E. Transfers: If a household transfers to a different dwelling for any reason, the existing Dwelling Lease will be voided and a new Dwelling Lease will be executed. §966.4(c)(3)
§966.4(o)

F. Lease Amendments:

1. During the term of the lease agreement a change in the resident's status may result in the need to waive or amend one or more provisions of the lease. In such cases, one of the following methods of lease change will be used:
 - a. The existing lease will be canceled and a new lease agreement executed;
 - b. An appropriate amendment will be prepared and made a part of the existing lease; or
 - c. Appropriate insertions will be made within the lease.

2. All copies of such amendments and insertions made within the lease will be dated and signed or initialed, as appropriate, by all parties. Rent change notices, although dated, do not require the signature of all parties in order for the rent charged to become effective and binding. §966.4(p)

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

II. SECURITY DEPOSITS: An initial security deposit, in accordance with the schedule shown in Table 5-1. of this Part of the Admission and Occupancy Policies, will be required at the time of admission of each new tenant household. This applies to all HOMEWARD units. §966.4(b)(5)

A. Amount: The amount of the deposit is related to one month's Total Tenant Payment as shown in Table 5-1. The minimum security deposit is \$120 regardless of rent choice (income-based or flat rent).

B. Hardship Provision: Generally, the security deposit must be paid in full at the time the applicant signs the Dwelling Lease. In instances where the full payment of the security deposit, in advance, will cause an undue financial hardship for the applicant, the Housing Manager, Rental Administrator, or designee, has the sole discretion to allow the applicant to enter into a Payment Agreement. An initial payment shall be required when the keys are issued, and the remainder is to be paid over a period of time not to exceed twelve months.

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

§966.4(f)
§966.4(b)(5)

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

Table 5-1	
AMOUNT OF SECURITY DEPOSIT	
Total Tenant Payment:	Security Deposit Required:
\$ 0 - \$120	\$120
\$121 - \$150	\$150
\$151 - \$180	\$180
\$181 - \$210	\$210
\$211 - \$240	\$240
\$241 - \$270	\$270
\$271 - \$300	\$300

\$301 plus	\$300
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III. FEES AND CHARGES: The following fees and charges will be made as provided in the Dwelling Lease. §966.4(b)(3)

A. Late Payment: The PHA will assess a late rent payment service fee of \$20.00 in each incident of late payment of rent. Rent will be considered late if it has not been received by the PHA on or before the 10th day of each month in which the rent is due.

B. Non-Sufficient Funds: A \$20.00 charge will be assessed in each incident where rent payments made by check are received by the PHA in a timely manner, but the payer's bank refuses to make payment on the check for any reason. This charge is in addition to the late payment charge. If a tenant repeatedly pays rent which are returned for non-sufficient funds, the PHA may refuse to accept rent payments by check. §960.205(b)(1)

C. Other Charges: Charges will be assessed to tenants for damages and service charges and other charges in accordance with the scheduled posted in the management office. Actual court costs will also be assessed to tenants.

IV. Informal Hearing Regarding Move-Out Settlement Statement

A. A former tenant who has moved out of public housing and who has received an itemized Move-Out Settlement Statement from the PHA, which shows the credits and charges on the PHA's accounting record for the former tenant, may request an informal hearing to dispute the settlement statement.

B. Any credits and charges listed on the Move-Out Settlement Statement which the former tenant has already been provided an opportunity to contest through the PHA's Grievance Procedure may not be contested again in a hearing requested under this section.

C. The request for a hearing must be made within 10 working days of the date on the settlement statement; the request should be made to the Assistant to the Resident Services Director or other staff person designated by the Resident Services Director.

D. The hearing shall be conducted in accordance with the PHA's **MOVE-OUT HEARING PROCEDURE** (see Appendix F).

Part Six: Continued Occupancy

I. Overview:

Refer to:

- A. Annual Reexaminations:** At least once a year, the PHA must reexamine a family's eligibility for continued occupancy, their compliance with provisions of the Dwelling Lease, the amount of the Tenant Rent, the amount of the utility allowance, and the appropriateness of the size of their unit. For families who have chosen to pay the flat rent, the income reexamination and verification must be conducted at least once every three years.

24 CFR

§960.209(a)

§966.4(c)

§960.209(b)

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

C. Non-Economic Requirements:

1. In determining eligibility for continued occupancy, the PHA shall evaluate each tenant in accordance with the non-economic qualification requirements for admission stated in Part 1, Section V., of these Admission and Occupancy Policies, applying those requirements to the tenant's history in public housing.
2. If the PHA determines that a tenant's or any household member's habits and practices may be expected to have a detrimental effect on other tenants, or on the development environment, it shall notify the tenant of the family's ineligibility for continued occupancy.
3. Adult residents who are not exempt from volunteer community service (Part Six, Section VII.) must show that they have complied with that requirement to be eligible for continued occupancy.
4. Victim of Domestic Violence: The PHA will not terminate a tenant's lease based on serious or repeated lease violations or criminal activity related to domestic violence, dating violence or stalking, where the tenant is the victim of the domestic violence, dating violence or stalking. The PHA may require a tenant who is or claims to be a victim of domestic violence to provide a signed certification or other documentation. (See Appendix K, VAWA Policy)

5. The PHA may deny or terminate assistance to the family member who is or claims to be a victim of such domestic violence if
 - a. The tenant fails or refuses to sign a certification or provide other documentation of the domestic violence within 14 business days after being asked to do so; or
 - b. There is an actual and imminent threat to other tenants, PHA staff or persons providing service to the property if the tenant is not evicted or terminated from assistance.
6. Bifurcation of Leases: The PHA may bifurcate a lease to remove a household member who engages in criminal acts of physical violence against family members or others.
(See Appendix K, VAWA Policy)

II. Annual Reexaminations

A. Timing of Reexaminations:

1. **Initial Reexamination:** The initial reexamination for each tenant family will occur according to the schedule for the development in which they reside and may occur less than twelve months after admission. Tenants who move in three months or less before the effective date of the reexaminations for that development will be required to participate in a reexamination within a month between lease signing date and effective date of the re-exam for that development. §5.617(a)
2. **Special Scheduling:** At the time of admission or any scheduled reexamination, the PHA may fix the date of the next reexamination as any date within the reexamination period as the family's circumstances may dictate.
3. **Transfer Reexaminations:** Transfers will not require a full reexamination for continued occupancy.

B. Requirements for Annual Reexaminations: The PHA will §5.617 examine all eligibility factors in making determinations, including income, assets, family composition, and the family's compliance with lease requirements.

1. **Application for Continued Occupancy:** Once a year, the family must complete a written Application for Continued Occupancy, commonly referred to as an "ACO", signed by the head of the family or the spouse.

2. **Accurate Statements:** Tenants must provide accurate statements that will enable the PHA to make an eligibility determination.
3. **Verification Assistance:** Tenants must assist with the verification of necessary information and are required to furnish proof of their statements when requested by the PHA.
 - a. **Required Releases:** All members of the household 18 years and older must sign a HUD-approved release which authorizes any depository or private source of income, or any federal, state or local agency, to furnish or release necessary information. If sufficient verification for some or all income sources is obtained through HUD's online UIV/EIV system, the applicant will not be required to sign release forms for those income sources.
 - b. **Direct Documentation:** The family may also be required to submit documentation directly to the PHA.
4. **Necessary Documentation:** Information or documentation shall be determined to be necessary if it is required for purposes of determining or auditing the following:
 - a. A family's eligibility to continue in occupancy;
 - b. For determining the family's Adjusted Income or Total Tenant Payment; or
 - c. A family's eligibility for unit size.
 - d. For verifying related information.
5. **Use of Confidential Information/Data Practices:** Information that is obtained directly from tenants, or from those persons authorized by tenants, will be used or disclosed only for purposes relating directly to the administration of the Public Housing Program. All information that is "private data on individuals" under the Minnesota Government Data Practices Act (Minn. Stat. Sec. 13.01 and following) will be handled in compliance with that law. Information obtained from HUD's online UIV/EIV systems will be used, stored and disposed of in compliance with HUD requirements.

C. Required Verifications:

1. **Social Security Numbers:** Tenants must provide their Social Security number and valid Social Security card (or other

§750.10
§5.216

acceptable documentation) for themselves and all other household members who are six years old or older. A tenant who has never had a Social Security number must certify to this fact.

2. **Family Composition:** A certification from the Head of Household or spouse must be provided that lists all the members who are currently living in the unit. This will generally be sufficient for verification of family composition; however, the PHA reserves the right to request additional verification.
3. **Earned Income:**
 - a. All earned income must be verified through third parties, which may include HUD's online UIV/EIV systems, at the time of annual reexamination.
 - b. Income will be verified by viewing W-2 forms, check stubs or other means to assure accuracy when third party verification is not possible.
4. **Assets:** Assets must be verified through third parties if the total of reported assets is \$3000 or more. When this is not possible, or if the total assets will be verified by viewing savings account passbooks and other photostatic or carbon copies of documents in the participants' possession that substantiate statements made.
5. **Unearned Income:** Unearned income must be verified by viewing checks, certifications of award, or other means to assure accuracy when third party verification is not available.
6. **No Income:** The absence of income will be verified through third-party sources where possible. Participants reporting no income will be required to sign a statement and a corresponding release form certifying that they are receiving no income.
7. **Verification of Disability:** For those tenants claiming a disability status, but who are not receiving Social Security Disability (SSD) benefits or Supplemental Social Security Income (SSI) benefits, a doctor's or other qualified person's certification as to the degree, and possible length of such disability will be required.

III. Interim Reexaminations

- A. **Special Reexaminations:** The PHA may conduct reexaminations more frequently than once a year due to special family circumstances or changes in program regulations, which may affect
- §960.209(b)
§966.4(c)

the Total Tenant Payment. The family's eligibility for continued occupancy will only be redetermined during an annual or specially scheduled reexamination.

B. Unusual Income Situations: The PHA will initiate more frequent reexaminations under the following circumstances:

1. Adults with **zero income** must have their incomes reexamined at intervals no less than 30 days and no more than 90 days.
2. Adults with **income that cannot be projected with reasonable accuracy** due to its temporary or sporadic nature will have more frequent reexaminations:
 - a. They will have their incomes reexamined at intervals of no less than 30 days and no more than 90 days.
 - b. The PHA will set a schedule for reexaminations that is appropriate to the family's circumstances.
3. If a family has a pattern of seasonal or irregular income that results in reasonably consistent annual income from year to year, as shown by data in HUD's Enterprise Income Verification (EIV) online data system or similar reliable data source(s), the PHA will calculate the family's rent based on that historical data.
4. A family with a pattern of seasonal income, that does not result in reasonably consistent annual income from year to year, has two options at the time of their annual reexamination:
 - a. They may choose to have their rent based on a year-round average, using records of recent years' income patterns; **or**
 - b. They may choose to have their rent based upon their lower monthly income during the off-season and have their rent adjusted during the period of seasonal employment;
 - c. A family may not change their choice between annual certifications.

C. Other Interim Reexaminations: Between annual reexaminations, if there are changes in a family's income, household composition, or eligible deductions, an interim reexamination may be conducted. §960.209(b)
§966.4(c)(1)

1. **Family Requests for Reexaminations:** Families paying income-based rent have the choice of requesting an interim reexamination under the following circumstances:

- a. Families choosing rent payment based on adjusted income:
 - i.) Receive a decrease in income which would result in a rent decrease; or
 - ii.) Have an increase in these eligible allowances or deductions which would result in a rent decrease:
 - (a) An increase in expenses for the care of a child or handicapped member,
 - (b) An increase in permissible deductions and/or expenses due to a change in HUD regulations, or
 - (c) An increase in the number of dependents, or
 - (d) For elderly families only, an increase in medical expenses.
 - b. Families choosing flat rent payment option:
 - i.) A financial hardship situation has occurred as described in Part Three, Section II.B.
 - ii.) If a household chooses to change from the flat rent option to adjusted income rent calculation, the household may not return to flat rent until the next regular reexamination date for that development.
2. **Circumstances Requiring an Interim Reexamination:** An interim reexamination must be performed when any one of the following circumstances occurs. In these circumstances, all changes in household status and income will be considered in determining Total Tenant Payment:
- a. **Household Changes.** New persons may not be added to the household without the PHA's prior approval (other than the birth of a child). Tenants must report all changes in household composition within 10 days of the occurrence involving:
 - i.) Any addition of an adult member; or
 - ii.) The loss of an adult member,
 - iii.) The addition of a minor to the household (see also Part 7, Section III.F.5.).

§960.209(b)
 §966.4(c)
 §966.4(c)(1)

§966.4(a)(2)

- b. **Increased Income:** Families paying income-based rent (not flat rent) must report an increase in monthly gross household income of \$400 or more. The \$400 increase in monthly income is cumulative.
 - i.) One monthly increase of \$400 or more must be reported within 10 days after it is received for the first time.
 - ii.) If two or more increases occur during the period between annual reexaminations, and the increases together total \$400 a month of income that is likely to continue, the changes must be reported within 10 days of the increase that brought the total to the \$400 threshold.
- c. **Change in Earnings Exclusion (Earned Income Disregard):** An interim reexamination must be conducted when the percentage of incremental earnings to be excluded under Part 1, Section III.B.9 or 10. changes from 100% to 50% after 12 months, and when the 50% disregard ends after 24 months.
- d. **PHA Error:**
 - i.) When an error is made by the PHA at admission or reexamination, the tenant is encouraged to report the error to the PHA as soon as they become aware of it so an interim reexamination can be conducted.
 - ii.) No retroactive rent increase will be made against the family when the PHA has made an error.

IV. Effective Date of Rent Changes

§960.209

Once the Tenant Rent is established at the time of reexamination, the rate will remain in effect until the next reexamination, or until an Interim Rent Adjustment is made.

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

B. Special and Interim Reexaminations:

- 1. Increases in rent resulting from interim redeterminations will be effective the first day of the second month following that month in which the change in status actually occurred.

2. Decreases in rent resulting from interim redeterminations will be effective the first day of the first month following that in which the tenant reported the change in status.

C. Transfers: See Part Seven. of these Admissions and Occupancy Policies for more information regarding transfer policies.

V. Misrepresentation: Any material misrepresentation by the tenant or failure by the tenant to provide complete information, during any reexamination or otherwise, may result in a determination of ineligibility for continued occupancy or a retroactive rent increase or a combination of both. The tenant will be notified in writing of such determination in accordance with Section VI. of this part.

VI. Notice To Ineligible Families

A. PHA Notice: The PHA will give the tenant prompt written notice of a decision that the family has been determined to be ineligible for continued occupancy. The written notice will contain a brief statement of the reasons for the decision. §966.4(e)(8)

B. Grievance Hearing: The notice will state that if the tenant does not agree with the decision, the tenant may request a Grievance Hearing in accordance with the PHA's Grievance Procedure. §966.4(e)(8)(ii)
§966.4(e)(8)(i)
(A)

C. Delivery of Notice of Ineligibility: §966.50

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

VII. Adding Members To A Household (Lease-ons)

If one or more persons not living in public housing wish to be added to a lease and become members of a household currently living in public housing ("lease-on"), they must apply and meet the same eligibility requirements as other applicants. If the lease-on applicants are determined to be eligible and they can move into the household without exceeding the PHA's occupancy standards, they may be admitted without regard to their position on the public housing waiting list.

VIII. Continued Occupancy and Community Service

24 CFR
§960.600; PIH

A. General:

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

1. Contribute eight hours per month of community service (not including political activities) within the community in which the public housing development is located, or
2. Participate in an economic self-sufficiency program for eight hours each month.

B. Exemptions:

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

1. Family members who are age 62 or older.
2. Family members who are blind or disabled and who certify that they are unable to comply with this service requirement because of their disability.
3. Family members who are the primary caregiver for someone who is blind or disabled and who certify that they are unable to comply with this service requirement because of their caregiving responsibilities.
4. Family members engaged in work activity for at least 10 hours a week, which includes the following:
 - a. Unsubsidized Employment;
 - b. Subsidized private-sector employment;
 - c. Subsidized public-sector employment;
 - d. Work experience if sufficient private sector employment is not available;
 - e. On-the-job training;
 - f. Job-search and job-readiness assistance;
 - g. Community service programs; including;
 - h. Vocational educational training
 - i. Job-skills training;
 - j. Education, including GED, secondary school, post-secondary and vocational training; citizenship classes, ESL,

adult basic education and similar activities;

- k. Activities to remove barriers to employment, including treatment for chemical dependency or mental health issues, parenting education and similar activities;
 - l. Providing childcare services to an individual who is participating in a community service program;
 - m. Family members who are the primary caregiver for a child under the age of six.
- 5. 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 MFIP or any other welfare-to-work program.
 - 6. Family members receiving assistance under a state program funded under Part A. Title IV. of the Social Security Act, MFIP or any other state welfare program, including welfare-to-work and who are in compliance with that program.

C. Notification of the Requirement:

- 1. The PHA shall identify all adult family members who are apparently not exempt from the community service requirement.
- 2. The PHA 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. The PHA shall verify such claims.
- 3. The notification will advise families that their community service obligations will begin upon the effective date of their first annual reexamination on or after 10/1/99. For families paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual 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 annual reexamination.

D. Volunteer Opportunities:

- 1. Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or

enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community.

2. 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 to participant to work (such as substance abuse or mental health treatment).
3. The PHA will coordinate with Resident Councils, social service agencies, local schools, and other public and private agencies in identifying a list of volunteer community service positions. Individual residents may suggest other volunteer community service options.

E. The Process:

At the first annual (flat rents, too) reexamination on or after October 1, 1999, and each annual reexamination thereafter, the PHA will do the following:

1. Provide a list of volunteer opportunities to the family members.
2. Provide information about obtaining suitable volunteer positions.
3. Provide a volunteer timesheet to the family member.
4. Thirty (30) days before the family's next lease anniversary date, the PHA will determine whether each applicable adult family member is in compliance with the community service requirement.

F. Notification of Non-Compliance With Community Service Requirement:

The PHA will notify any family found to be in non-compliance of the following:

1. The family member(s) has been determined to be in non-compliance;
2. That the determination is subject to the grievance procedure; and

3. That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed or will be terminated.

G. Opportunity To Remedy Non-Compliance:

1. Prior to the anniversary of the lease, the PHA will offer the family member(s) the opportunity to enter into an agreement to remedy past non-compliance with the community service requirement. 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 hours must be contributed 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 satisfied.
2. 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 by more than three (3) hours after three (3) months, the PHA shall take action to terminate the lease.

IX. Disclosure of Income Verification Information

Sec. 508(d) of
1998 Housing
Act

- A. HUD will periodically verify income reported by PHA residents by comparing it with records maintained by other government agencies. HUD will notify the family if HUD finds an apparent discrepancy in reported income.
- B. If a family living in public housing receives information from HUD regarding their income, earnings, wages or unemployment compensation, obtained from HUD's income verification procedures, the family must report such information to the PHA within 10 working days of receiving it.

Part Seven: Transfers

I. Overview: Residents are allowed or required to transfer from one unit to another in the following circumstances:

Refer to:

24 CFR
§966.4(c)(3)

1. If too many or too few people live in their present unit (*transfers to comply with Occupancy Standards*);
2. To accommodate a household member's disability or handicap (*reasonable accommodation transfers*);
3. To address other urgent needs (*emergency, displacement, special program or hardship transfers*); or
4. To allow a lease-compliant household currently residing in a family development unit to transfer to a single-family home or duplex which is not in a family development (*transfer to a scattered site home or duplex*).

II. General Policies Regarding All Transfers

A. Transfer Eligibility Requirements:

1. A resident must be in good standing with the PHA to be eligible for a transfer. Residents must not be under a pending termination or an adverse action based on but not limited to such things as poor upkeep of unit or grounds, non-payment of rent or other charges, or chronic rent delinquency.
2. Any resident transferring from a family development to a PHA-owned single-family unit must complete the Scattered Site Training Program before or within 12 months after the transfer. (See Section III.G. in this Part Seven. Failure to complete the training within the required time frames is a lease violation. (See Part Nine, Termination of Lease).

B. Transfer Requests: The Housing Manager for the hi-rise development or management area in which the resident currently resides is the initial contact for all types of transfers.

C. Offering Procedure:

1. The resident transferring shall be offered the unit of appropriate size for the household that has been held vacant the longest.

2. Because of the unique circumstances surrounding each transfer request based on hardship or to reasonably accommodate a person with a disability, the resident will receive only one offer of alternative housing. (See Sections III.C.6. and III.E.6.). In cases of transfers for other reasons, if the resident refuses the offered unit, the PHA will offer a second unit.
 - a. The resident transferring shall be told at the time of the first offer that a second unit will be offered, but the resident will not be told the location of the second unit until the first is refused. The second unit may or may not be in the same development, depending on where the next longest vacancy exists.
 - b. If the resident transferring is offered the second unit, the first unit is no longer available.
 - c. If the resident transferring does not accept either of the two units offered, the transfer will be cancelled.

D. Unit Assignment: If any unit is turned down by residents approved for transfers three times or if it has not been accepted within 30 days of the date it is ready for rental, the unit will be assigned to an applicant from the waiting list.

E. New Lease: A new Dwelling Lease will be executed as a part of the transfer.

F. No Rent Reexamination for Transferring Residents:

§966.4(c)(1)(2)

1. The PHA will not reexamine income and redetermine rent for a transferring resident, although the amount of rent payable may change due to a change in the applicable utility allowance. The PHA will re-examine income within 12 months of the resident's last eligibility review.
 - a. The new lease is effective as of the day the transferring resident signs the lease and receives the keys to the new unit.
 - b. The rent start date for the new unit, using the new utility allowance, if any, is the first day of the month after the lease is executed.

G. Utility Payments and Allowances:

1. The transferring resident is not responsible for paying utilities on

more than one unit at a time. The resident is responsible for paying utilities at the old unit until the lease is signed for the new unit. After that the resident is responsible for paying utilities at the new unit.

2. If the utility allowance for the new unit is higher than the utility allowance for the old unit, the resident will receive a credit against the first month's rent for the new unit. The amount of the credit is the difference between the two units' monthly utility allowances, pro-rated for the number of days the resident is responsible for the utilities in the new unit, from the day of lease signing to the end of the month.

H. Fourteen Days To Complete Transfer:

1. A transferring resident must turn in the keys for the old unit within 14 calendar days after receiving the new unit keys and signing the lease.
2. If the resident does not turn in the old unit keys within 14 days, the resident will be assessed a utility surcharge for the old unit at the rate of \$5.00 per day. The utility surcharge will be assessed for each day after the 14th day, not including the day the resident turns in the keys.

I. Transfers Between the Public Housing and Section 8 Programs:

Residents of public housing and participants in the Section 8 Program who request a change from one program to the other are governed by the transfer policies applicable to the program to which they are transferring.

- J. Resident's Appeal Rights:** When the PHA requires a family to transfer; the resident may request an explanation of the specific grounds of the PHA determination. A resident who wishes to contest the PHA determination may request a hearing in accordance with the PHA's Grievance Procedure.

§966.4(c)(4)
§966.4(e)(8)(i)
(ii)(B)

III. Types of Transfers: There are seven types of transfers that are granted to residents of public housing:

A. Emergency Transfers:

1. The PHA initiates an emergency transfer.
2. An emergency transfer occurs in situations of extreme health and/or safety concerns which require permanent relocation of the family.

3. An emergency transfer must be approved by the Principal Manager or designee.

B. Displacement Transfers:

1. The PHA initiates a displacement transfer.
2. A displacement transfer occurs because of construction, renovation, or a need for alternative use of the unit on a temporary or permanent basis.
3. Displacement transfers are governed by the applicable regulations in the Uniform Relocation Act.

C. Reasonable Accommodations for Residents With Handicaps or Disabilities:

1. Either the resident or the PHA may initiate a special transfer to accommodate a resident with a handicap or disability. §966.7
2. A reasonable accommodation transfer occurs when it is determined that a resident with a handicap or disability is having difficulty in their current housing due to their handicap or disability and their living situation could be substantially improved by the move.
3. The need for the transfer and its relationship to a handicap or disability must be verified by a health care professional involved with the resident.
4. The transfer must be approved by the Rental Administrator or designee.
5. This may require the transfer of a non-handicapped family from a handicapped-accessible unit that is needed to accommodate a person with a handicap. (See Section III. F.3. of this Part. Also, see Appendix G.).
6. Because of the unique circumstances of each request for a reasonable accommodation, residents approved for a transfer on this basis will receive only one offer of alternative housing. Failure to accept the offered unit without good cause may result in the resident being removed from further consideration for a transfer.

D. Special Program Transfers:

1. A special program transfer may be initiated either by the resident, by a Housing Manager, or by an administrative staff person for one of the special programs listed in the next section.
2. A special program transfer allows a resident to move into or out of a Congregate Housing Services Program (CHSP), Assisted Living Program (ALP) or Accessible Space Program (ASI). Transfers related to elderly-only designated buildings will be made in accordance with the PHA's Designated Housing Allocation Plan. §945.203
§945.303
3. The transfer must be approved by the Rental Administrator or designee and requires prior approval for the special housing program.

E. Hardship Transfers:

1. Residents may request a hardship transfer. A request requires a \$15 processing fee.
2. A hardship transfer is granted to alleviate an extreme hardship. Examples of a hardship transfer include, but are not limited to:
 - a. A move to be closer to family members who assist with daily care;
 - b. A move to gain access to transportation; or
 - c. A move closer to day care, employment, or medical care.
3. The PHA may approve a hardship transfer to permit one or more members of a household to move to a separate unit while other household members remain in the original unit. In the absence of a hardship, the household members who wish to move to another unit must make a new application for public housing. See Part I. Section II.F.
4. A hardship transfer includes families who are transferring from either the public housing or Section 8 Rental Assistance Program to the other program because it has been determined that their needs would be better met by the alternative program.
5. The hardship transfer must be approved by the Rental Administrator or designee. That decision may be appealed to the Resident Hearing Committee upon written request within 10 days following the Rental Administrator's decision.
6. Residents approved for a hardship transfer receive one offer of alternative housing. Failure to accept the offered unit without

good cause will result in the resident being removed from “hardship” consideration. See Section IV.A. of this Part, “Transfer Waiting List - Priority for Offers.”

F. Transfers to Comply With Occupancy Standards:

1. The PHA must initiate an occupancy transfer following regular annual reexaminations if it is determined that families are in units that are either over or under the PHA’s Occupancy Standards. Families may request that an occupancy determination be made at any time if there are special circumstances warranting the request. §966.4(c)(3)
2. After the effective date of the ACO’s for each development or area, Housing Managers will determine which households are over or under occupancy guidelines. Families will be notified by letter that their unit has been determined to be too large or too small for the family size. Families will be placed on a transfer waiting list based on the date of the notification letter. The list will be maintained by bedroom size needed.
 - a. If the family is in a unit that is too large for the family size, the letter will inform the family that they must be transferred to a unit of the appropriate size.
 - i) The letter will inform the family that they must move when a unit of suitable size is available.
 - ii) Families will receive no less than a thirty-day notice that they will be required to move when a suitable unit is available.
 - iii) Failure to transfer will result in lease termination.
 - b. If the family is in a unit that is too small for the family size and exceeds the maximum occupancy limit established by the PHA in Part Four, Table 4.2., the same process as is listed in Section F., 2a.(i-iii) will be followed.
 - c. If the family is in a unit that is too small for the family size based on the admission guidelines, but does not exceed the PHA maximums by bedroom size as listed in Part Four, Table 4.2., the family will be notified by letter that they are eligible for transfer to a larger unit but are not required to transfer.
 - i) The letter will request that the family indicate their choice in writing to the PHA.

- ii) If the family wishes to transfer, they will be placed on the transfer waiting list on the date of the notification letter and offered a unit in accordance with occupancy transfer policy.
 - iii) The family will be offered this option annually following the effective date of the reexamination. The decision of the family remains in effect for the year following the determination and may not be changed unless in the judgment of management, the family situation has changed.
- d. Between annual reexaminations families may request that their household size be reviewed for a possible occupancy transfer. If their household size permits or requires a transfer, they will be placed on the transfer waiting list. The date on which management determines the family qualifies for a transfer will be used for transfer list placement.
3. If a family does not have a member who has a disability or a handicap and has leased a unit that is handicapped accessible, that family will be required to transfer to a non-accessible unit if a family with a handicapped or disabled member is in need of the accessible unit.
- a. Families will receive no less than a thirty-day notice that they will be required to move when a suitable unit is available.
 - b. Failure to move will result in legal action to terminate the lease.
4. If moving to another unit would cause undue hardship for the family, or if the unit is not needed for another occupancy transfer or newly-admitted family, the Principal Manager may grant a waiver allowing the family to remain in the unit. Waivers are effective until the next Application for Continued Occupancy. The PHA shall maintain a written record of all waivers.
5. Any person being added to a resident family's lease (*other than a child born to a member of the family listed on the lease*) must meet eligibility criteria, including non-economic screening.
- a. New residents must receive prior PHA approval from the Housing Manager before moving into the unit. (See Part One, Section V.) Adult members being added must be

screened and determined eligible by the Rental Office, minors must be screened and determined eligible by the Housing Manager.

- b. If the request to add new members to the family is approved, and the number of total family members does not exceed the PHA's Maximum Occupancy Standards for Admission, the new members may be added to the lease and live with the family. However, if the PHA determines that the new family composition requires a change in unit size, based on the Occupancy Guidelines in Part Four, Section IV., the family will be placed on the transfer list for that unit size. The family will be notified to move when the suitable size unit is available.
- c. If the request to add new members to the family is approved, but the total number of family members exceeds the PHA Maximum Occupancy Standards, the new members to be added to the lease will **not** be permitted to live with the family in that unit. The family members currently identified on the lease may remain in the unit.
 - i) If the new members are being added to the family because of adoption, birth, or legal custody, the family will be added to the occupancy transfer list for the suitable unit size according to the date of approval.
 - ii) If the new members being added to the family are not due to adoption, birth, or legal custody, the family has the option of applying for public housing for the suitable size unit. They will not be added to the occupancy transfer list.
- 6. A resident who has been previously housed as a single non-elderly person may receive an occupancy transfer if they are living in an efficiency unit and they change their status due to becoming pregnant, disabled, or turning age 62.
 - a. When a single non-elderly resident's status has changed, either the resident or the PHA may initiate the transfer. The transfer requires the approval of the Rental Administrator or designee.
 - b. The PHA will offer only one unit to the resident and they must accept it, unless there are compelling reasons that constitute an undue hardship. If they refuse the unit without compelling reasons, they may remain in their current unit but will not be considered for another occupancy transfer.

- i.) The refusal is not based on compelling reasons if it is related to an unwillingness to live in housing with persons of protected classes or negative perceptions of neighborhood characteristics.
 - ii.) Examples of situations that might be accepted by the PHA as evidence of hardship are:
 - (a) Inaccessibility to the place of employment;
 - (b) Inaccessibility to school;
 - (c) Inaccessibility to medical facilities; or
 - (d) Inaccessibility to children's day care.
7. Families transferring for occupancy reasons will receive no less than a thirty-day notice that they will be required to move when a suitable unit is available.
- a. The family's name will be placed on an occupancy transfer waiting list in each development based on the bedroom size needed, the date of notification of need to move and priorities assigned by the Housing Manager.
 - b. When a unit is available for an occupancy transfer, the family at the top of the waiting list in the management area where the unit is located will be offered the first available unit of appropriate size.
 - c. The family will be offered the same opportunity to see the unit as applicants for public housing in accordance with Part 4, Section II.
 - d. If the family accepts the unit, they will be given fourteen days to move and vacate the current unit. See Part Seven, II.D.F., above.
 - e. The transferring resident is responsible for paying utilities at the old unit until the unit keys are turned in. After that the resident is responsible for paying utilities at the new unit. The resident is not responsible for paying utilities on more than one unit at a time.
 - f. If the unit offered is in the family's current development, the transferring family must accept the unit, unless they can present clear evidence that there are compelling reasons

why the acceptance of the unit offered will result in undue hardship. In that case, the family will be granted a hardship waiver and they will not be terminated from public housing. *(See the examples listed in Section F.6.b., immediately preceding this Section).*

- g. If the family is offered a transfer outside of the development where they currently reside, they may reject one offer without an approved hardship waiver. However, they must accept the second offer, regardless of location, unless they have compelling reasons, otherwise, termination action must begin. *(See the examples listed in Section F.6.b. above).*

G. Transfers To Move From An Apartment Or Townhouse Unit To A Single Family Home:

1. A lease-compliant resident living in a 3, 4, or 5-bedroom unit in a family development may apply to participate in the PHA's Scattered Site Training Program and become eligible for a transfer to a scattered site single family home. For the purpose of this section, the family units in MN 1-5 and 1-7 (Central and West Side Duplexes) and duplexes in the scattered site developments (MN 1-20, -23, -29, -30, -31, -32, -33, -34, and -35) are considered to be "family development units" not "scattered site units."
2. If a resident has successfully completed the Scattered Site Training Program and has remained lease compliant since the beginning of the training program, the resident's name will be placed on the transfer waiting list based on the date of completion of the training program.
3. A resident on the scattered site transfer waiting list will be offered a single choice of a vacant unit. If the resident refuses the unit that is offered their name will be removed from the transfer waiting list (subject to provisions on hardship refusals and reasonable accommodation for persons with disabilities).

IV. Transfer Waiting List

A. Priority for Offers: The following is the order or priority for all transfers:

1. Emergencies;
2. Displacements;

3. Special accommodations for residents with handicaps or disabilities;
4. Special programs;
5. Hardships;
6. Occupancy within hi-rise and/or family developments.
7. Transfers to scattered site single-family homes and duplexes.
 - a. Completion of training program and requires occupancy transfer.
 - b. Completion of training program and choosing to correct occupancy
 - c. Completion of training program

B. Ratio to Occupancy Transfers and New Admissions Off The Waiting List:

1. In order to maximize occupancy, the PHA will adjust the number and timing of occupancy transfers and the number of new households admitted to public housing for each size of unit, considering the following factors:
 - a. The current and expected turnover of units, by size of unit;
 - b. The expected length of wait for applicants to be housed;
 - c. The number of households on the Occupancy Transfer Waiting List;
 - d. The urgency of the occupancy transfers, considering the extent to which the household is larger or smaller than allowed by the Occupancy Standards for that size of unit;
 - e. The availability of families to have completed the scattered site training program; or
 - f. The need for other types of transfers.
2. The Rental Administrator or designee will review and revise the ratio of occupancy transfers to new admissions off the Waiting List at least twice a year.

Part Eight:

Special Occupancy Situations

I. Overview

Refer To:
§966.7

- A. Following are additional policies for residents participating in special programs that provide supportive services, for employees required to live in public housing, for residents who are employed by the PHA, for residents with a verified need for a service animal, for residents of public housing properties where pets are allowed, for police officers living in public housing units, and other special occupancy situations.
- B. The PHA administers other special programs like *Jobs-Plus* and *HOMEWARD*. The rules for rent setting and occupancy are described in the participation agreements for those programs.

II. Special Programs To Assist Tenant Lease Compliance

- A. **Summary and Purpose of Programs:** Participants in four special programs that operate on PHA premises receive necessary assistance that enables them to comply with the PHA's Dwelling Lease. The following is a general summary of each of these special programs: §966.7
 - 1. **Congregate Housing Services Program (CHSP)** is operated by the PHA at Edgerton, Iowa, Montreal, Ravoux and Valley Hi-Rises. It assists frail residents who need a moderate amount of non-medical help to live on their own. It provides two meals a day but is not staffed 24 hours per day. Participants pay regular PHA rent and a program service fee based on income.
 - 2. **Wilder Assisted Living Program (ALP)** is operated by the Amherst H. Wilder Foundation at Dunedin, Edgerton, Hamline and Ravoux Hi-Rises. It provides three meals a day and 24 hour supportive services to residents who are frail, but do not require full-time nursing care. Participants pay regular PHA rent and may pay for some services based on income.
 - 3. **Roosevelt Supportive Living Program** is operated by Ramsey County Social Services in a limited number of one bedroom units in Roosevelt Homes. It provides supportive services to residents with mental health disabilities and other

special needs that require readily available support services. Participants pay regular PHA rent.

4. **Accessible Space, Inc. (ASI)** operates in designated units at Montreal, Neill and Valley Hi-Rises. ASI is a non-profit corporation that provides training and transitional supportive services for mobility-impaired and brain-injured adult residents. Participants pay regular PHA rent and a program service fee based on income.

B. Special Programs' Eligibility Criteria:

1. **General Eligibility:** Applicants for any of the special programs must meet the PHA's general eligibility criteria set forth in Part One of these Admission and Occupancy Policies. §960.205
2. **Additional Eligibility Requirements:** Each special housing program has its own specific eligibility requirements. Unless specifically addressed in this section, tenants participating in special programs shall be governed by the same policies that are established in this document and that govern all PHA tenants.
3. **Current Tenants:** Current PHA tenants in any building, as well as applicants for public housing, may apply to participate in these programs by submitting an application directly to the administering agency. Some special programs are limited to designated developments, and current PHA tenants who live elsewhere must transfer as a condition of participation.

C. Status Within the Public Housing Program:

1. **Applicant Preference/Priority:** An applicant who is found to be eligible and is approved for one of the special housing programs will be given a Local Preference. §960.211(B)(2)
2. **Tenant Transfers:** Transfers to permit public housing tenants to participate in a special housing program will be subject to the approval of the Rental Administrator and the administrator of the special program.
3. **Ineligibility for Special Program; Level of Need for Services:** §960.205(b)
 - a. An applicant who is found to be ineligible for one of the special housing programs, because the applicant's needs for services exceed the amount and type of services available in the program, will be considered for admission

to or continued occupancy in the regular public housing program based on the specific circumstances, without regard to the special housing determination.

- b. An applicant who is found to be ineligible for admission to one of the special housing programs, because the level of need for services is not great enough to warrant admission, or whose service needs can be satisfactorily met by using other available resources, will be considered for admission to or continued occupancy in the regular public housing program based on the specific circumstances, without regard to the special housing determination.
- c. The PHA's general eligibility criteria must be met, as set forth in Part 1 of these Admission and Occupancy Policies.

III. PHA Employees Required To Live In Public Housing

A. Non-Resident Status: Persons who are hired as PHA employees and who must live in public housing as a condition of employment, such as Resident Caretakers, are not considered public housing tenants. They are not subject to the same requirements and do not have the same rights as public housing tenants.

B. Other Conditions:

- 1. They do not have to qualify as a Lower Income family.
- 2. They are not subject to the PHA's Tenant Selection Procedures. However, the PHA will perform a criminal history check on such employees and adult members of their households before they are approved to live in a public housing unit.
- 3. If they are required to pay rent, the rent is set at a reasonable level by the PHA. The formula for Total Tenant Payment is not applicable.
- 4. They are not subject to HUD lease and grievance provisions.
- 5. They will be required to move out of public housing if their employment is terminated, or if a change in job duties no longer requires they live in public housing as a condition of employment.

6. They are not voting members of the Resident Council.

IV. Officer In Residence Program: The PHA provides housing to police officers and their families in some hi-rises and family developments, in cooperation with the Saint Paul Police Department, under a plan approved by HUD. 24 C.F.R. §960.505.

A. Non-Resident Status: Participants in the Officer in Residence Program are not considered public housing residents. They are not subject to the same requirements and do not have the same rights as public housing residents.

B. Other Conditions:

1. They do not have to qualify as a Lower Income Family.
2. They are not subject to the PHA's Tenant Selection procedures. However, the PHA will perform a criminal history check on participating officers and adult members of their households before they are approved to live in a public housing unit.
3. If they are required to pay rent, the rent is set at a reasonable level by the PHA. The formula for Total Tenant Payment is not applicable.
4. They are not subject to HUD lease and grievance provisions.
5. They will be required to move out of public housing if their employment with the Saint Paul Police Department is terminated, or if a change in their work assignments makes them unable to fulfill the conditions of the Officer in Residence.
6. They are not voting members of the Resident Council.

IV. Resident/Applicant Employees: Public housing applicants and tenants may apply for, and be employed by, the Saint Paul PHA. Their status as housing applicants or tenants is not affected by their PHA employment.

A. Admission Requirements: Public housing applicants who work for, or who have been notified that they have been hired to work for the PHA, are subject to the same admission requirements as

other applicants:

1. PHA employment will not be a condition of their admission to public housing.
2. The salary they receive for their PHA employment will be counted as income in determining their financial eligibility for public housing. *(See Part One, Section III. B.7. for exceptions for tenants participating in HUD approved employment training programs).*
3. They will not be given a selection preference based on their willingness to work for the PHA.

B. Occupancy Requirements: Public housing tenants who work for the PHA are subject to all of the occupancy requirements, and have all the same rights and responsibilities as other public housing tenants:

1. PHA employment will not be a condition of their tenancy.
2. The salary they receive for their PHA employment will be counted as income in computing their rent, unless it is specifically exempted during a training period.
3. The PHA will not reduce the tenant-employee's rent amount as compensation for their employment.
4. Tenant-employees are required to report all income changes to their Housing Manager. The PHA will not assume this responsibility, and will take appropriate action for failure to report as required.

V. Service Animals: Every handicapped or disabled applicant or tenant who has a verified need for a service animal will be entitled to full and equal access to all types of housing accommodations owned and operated by the PHA. (See Appendix G.). §5.300

A. Exception to Pet Prohibition: Such a service animal will not, for the purposes of dwelling lease enforcement, constitute a pet prohibited by the PHA Dwelling Lease.

B. Owner Responsibilities:

1. The owner of a service animal shall also have the responsibility to maintain the premises used by the animal and clean up after the animal.

2. A dog used as a service animal must be under the owner's control at all times and it must be kept on a leash or harness when it is outdoors.
3. The owner shall also be liable for all damages done to the premises by such a service animal.
4. The owner must provide certification that the animal is a service animal.

VI. Pets Kept By Public Housing Residents

A. Pets Permitted: The following pets may be kept by tenants of any Saint Paul Public Housing development: §5.300

1. Small caged animals, such as gerbils or mice.
2. Small caged birds whose calls will not disturb occupants of adjacent dwelling units.
3. Fish, turtles and other small aquatic creatures in aquariums or terrariums, of reasonable size.
4. Service animals for tenants with a verified need are not considered pets and are permitted, as explained in V., above.

B. Prohibited Pets: Only animals that are specifically included in the list of permitted pets are allowed. Wild, undomesticated, vicious, destructive or uncontrollable animals of any and all types are not permitted in any Saint Paul Public Housing development. No animals may be kept which are specifically prohibited by City Ordinance, which currently (July 2002) includes the following:

1. Hoofed animals
2. Rabbits or mink
3. Pigeons
4. Chickens or other fowl
5. Reptiles
6. Bees
7. Wild or exotic animals

C. Developments Prohibiting Pets: With the exception of the pets listed above in "A," certain developments do not allow other types

of pets due to the following reasons:

1. High population density;
2. Inadequate outside, on-site space for animal exercise areas;
3. The likelihood of property maintenance problems;
4. Health issues, and/or;
5. Noise control.

D. Developments Allowing Pets: The following table lists the developments where certain pets are permitted or prohibited.

Table 8 - I. Pets Prohibited and Permitted In Public Housing Developments						
Development	One Dog	One Cat	Caged Birds, Small Caged Animals	Fish, Turtles, etc.	Service Animals	All Other Animals
Hi Rises:						
10 West Exchange	No	Yes	Yes	Yes	Yes	No
545 North Wabasha	No	Yes	Yes	Yes	Yes	No
200 East Arch (Mt. Airy)	No	Yes	Yes	Yes	Yes	No
469 Ada (Dunedin)	No	Yes	Yes	Yes	Yes	No
All Others	Yes	Yes	Yes	Yes	Yes	No
Family Housing:						
Scattered sites: Duplexes/Four-plexes	No	Yes	Yes	Yes	Yes	No
Scattered sites: Single family houses	Yes	Yes	Yes	Yes	Yes	No
Family Developments	No	No	Yes	Yes	Yes	No

Pet Policies. Each development has a written policy on pets that provides additional guidance and requirements for tenants. These policies are available upon request to tenants at their lease signing.

Part Nine:

Terminations of Dwelling Lease

- I. Overview:** The PHA Dwelling Lease is an annual lease that may be terminated by either party with proper notice. Lease terminations may be voluntary on the part of the tenant. The PHA may refuse to renew the lease at the time of reexamination, or the PHA may initiate a termination action against a tenant for non-payment of rent, or for other cause.

Refer To:
§966.4(a)

II. Voluntary Terminations

- A. Required Notice:** Before a tenant vacates their unit, the tenant is required by the lease to give a 30-day written notice terminating the lease to the management office. Tenants receiving a Section 8 Voucher are also required to give a 30-day written notice. The tenant's obligation to pay rent continues until the end of the notice period, except if the unit is re-rented sooner. (*See E. below*).

§966.4(k)(ii)
(1)

- B. Vacates Due to Death, Illness, or Nursing Home Admission:** In general, a 30-day written notice from a family member will be required. (*See A. above*). However, the management staff will attempt to balance the needs of the family at the time of crisis against the need for time to prepare and re-rent the unit.

- C. Moving Without Notice:** If a tenant moves without giving notice (*known as a "skip"*), or without giving proper notice, the tenant owes rent for the month in which the management office receives information that the unit is vacant and for the following month.

- D. Negotiated Vacates:** Occasionally a vacate date is negotiated as part of a court settlement, a hearing settlement, or to avoid a termination action. In these cases, no further written notice is required.

- E. Rent Cut-Off Dates:** Rent will be charged through the effective date of the lease. If the tenant vacates before the end of notice period, turns in the keys to Maintenance or management, the unit is readied, **and** the unit is re-rented to a new tenant before the end of the notice period, the vacating tenant will not be liable for rent from the date the new tenant signs the lease for that unit until the end of the notice period.

F. Effect of Giving Notice to Vacate:

1. Except as provided in #2. below, once a tenant has given written notice to the PHA that he or she is terminating the Dwelling Lease and vacating his or her unit, the tenant will not be allowed to cancel, revoke, or otherwise change the notice.
2. If the unit has not been shown and accepted for re-rental by a new or transferring tenant, the vacating tenant may request PHA Management to agree to an extension of the vacate date or, in a case of hardship, may request PHA Management to allow the notice to be cancelled by the tenant. Any agreement to a change in the vacate date or a cancellation of the notice is at the discretion of the PHA and will be made in writing.
3. If a tenant fails to vacate the unit on the vacate date stated in the notice to PHA Management or as otherwise agreed in writing between the tenant and the PHA, PHA Management may file an Unlawful Detainer action in court alleging an illegal holdover past the termination of the lease.

G. Move-Out Charges: When a tenant gives notice to vacate, the tenant will be given written information about what needs to be done to leave the unit in acceptable condition and to avoid charges for excessive cleaning, damage, and wear and tear beyond normal usage. Within a day of receiving the keys from the vacating resident, management will inspect the unit. After Maintenance has readied the unit, the Housing Manager will determine what charges, if any, must be assessed to the vacating resident for damage, excessive cleaning, removal of trash, etc. Within 21 days of the end of the notice period, the vacating tenant will receive any remaining security deposit and applicable earned interest and/or a statement of charges assessed.

§966.4(b)(2)

§966.4(g)

§966.4(b)(5)

III. Non-Renewal of Dwelling Lease

A. Community Service Requirement: See Part Six. VIII.

B. Right to Hearing: Tenants who are notified of the non-renewal of their lease have a right to a hearing in accordance with the PHA's Grievance Procedure. The non-renewal notice will include a notice of this right, together with a copy of the Grievance Procedure.

§966.4(1)(3)

(ii)

IV. Lease Termination For Non-Payment of Rent

A. Timing of Notice: If rent or amounts covered by a monthly

§966.4(1)(3)

payment agreement are not paid in full by the tenth day of the month, a Notice of Termination terminating the Dwelling Lease in 14 days will be sent to the tenant. After the expiration of the 14-day period, an Eviction Action will be filed against the tenant in the appropriate court.

B. State Law Regarding Termination for Non-Payment: The Eviction Action will be served on the tenant household. Minnesota State Statutes governing Eviction Actions and hearings and procedures will be followed.

C. Writ of Restitution; Physical Eviction: If the court rules in the PHA's favor and issues a writ of recovery of the premises and the writ is served on the tenant, the PHA will not accept rent payments, and the tenant must voluntarily move or be physically moved out in the presence of the Sheriff.

V. Lease Termination For Cause: The Dwelling Lease may be terminated at any point during tenancy for serious or repeated violations of the lease terms. §966.4(1)(2)

A. Serious Lease Violations: Housing Managers will act promptly to propose termination in serious situations that are affecting any of the following:

1. The property, other tenants, staff, or neighbors;
2. The well being of the building, development, or neighborhood.

B. Repeated Lease Violations: Housing Managers will initiate lease terminations based on repeated lease violations, including but not limited to chronic late payment of rent.

If the PHA receives rent late from a tenant four times during a 12-month period, the tenant is subject to Dwelling Lease termination.

C. PHA Actions Prior to Termination: In cases of repeated violations of the Dwelling Lease, the PHA Housing Manager will issue warnings and take other actions to assist the tenant with lease compliance prior to issuance of a lease termination.

D. Notice of Lease Termination: Notice of Lease Termination will be in writing and will be either delivered to the tenant or an adult member of the tenant's household or sent by first class mail. The Termination Notice will give the date by which the tenant must

vacate, list the lease provisions violated, describe the specific incident(s) for which the termination is being issued, and indicate any rights the tenant may have to challenge the termination.

- E. Timing of Notice of Lease Termination:** In accordance with Minnesota State law, if illegal drugs or other illegal items are seized on the premises, this is considered an emergency and termination may be immediate. In cases where PHA Management determines that there may be a serious threat to the health or safety of others, that is also considered an emergency termination. The termination notice will be effective in a reasonable time considering the seriousness of the situation. In all other terminations for cause other than non-payment of rent, the tenant will be given at least 30 days notice of the termination.
- F. Tenant Right to Respond to a Notice of Lease Termination:** In cases of emergency terminations, the tenant is excluded from the PHA's Grievance Procedure. This exclusion does not affect any rights the tenant might have in an appropriate judicial proceeding. In other terminations for cause, the tenant may request a personal conference and/or a Grievance Hearing in accordance with the PHA's Grievance Procedure, included in this document as Appendix B. A copy of the Grievance Procedure will be provided to the tenant with the Notice of Termination.
- G. Action for Tenant Failure to Vacate on the Date of the Termination Notice:** If a tenant does not vacate by midnight on the effective date of the Termination Notice and no other agreement between tenant and management has been negotiated, an Unlawful Detainer will be filed in the appropriate court. A Writ of Restitution may be issued by the court and served on the tenant. If the tenant still does not return the property to the PHA by vacating, the tenant will be physically moved out in the presence of the Sheriff.
- H. Abandonment:** If a tenant is absent from the unit leased for at least 14 consecutive calendar days and rent is unpaid, the PHA has the right to consider the property abandoned and to take possession of the unit. Any personal property left by the tenant may be considered abandoned and disposed of in accordance with Minnesota state law.
- I. Victim of Domestic Violence:** The PHA will not terminate a tenant's lease based on serious or repeated lease violations or criminal activity related to domestic violence, dating violence or stalking, where the tenant is a victim of that domestic violence, dating violence or stalking. The PHA may require an tenant who

is or claims to be a victim of domestic violence to provide a signed certification or other documentation. (See Appendix K, VAWA Policy)

- J. Bifurcation of Leases:** The PHA may bifurcate a lease to remove a household member who engages in criminal acts of physical violence against family members or others. (See Appendix K, VAWA Policy)

Appendix A:

Public Housing Program Definitions

1. **Adjusted Annual Income:** Annual income minus \$480 for each dependent and an allowance for certain expenses to care for children and handicapped household members. Elderly and disabled households have an additional \$400 allowance and may also deduct certain medical expenses.
2. **Annual Contributions Contract: (ACC):** A written agreement between HUD and a PHA to provide annual contributions to the PHA for debt service payments and operating subsidies.
3. **Annual Income:** See Part One III. The anticipated total income from all sources received by the head of household and spouse (even if temporarily absent) and by each additional member of the family, 18 years and older, including all net income derived from assets, for the 12-month period following the effective date of initial determination or re-examination of income.

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

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

4. **Applicant (Applicant Family):** A person or family that has applied for housing assistance.
5. **Assets:** See Part One, Table 1-2. Assets for determining eligibility for admission to and continued occupancy of public housing and for calculating Total Tenant Payment include, but are not limited to: savings, cash, resources having redemptive or interest accruing value, equity in or net cash value after deducting reasonable costs that would be incurred in disposing of real property (excluding burial plots), stocks, bonds and other forms of capital investments; the equity in a housing cooperative unit or in a manufactured home in which the family resides will be excluded only if the family continues to reside in the cooperative unit or manufactured home after admission to the program. The value of personal property such as furniture and automobiles is to be excluded. (In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund will be counted when determining Annual Income).

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

6. **Care Attendant/Live-in Aide:** A person who resides with one or more elderly persons, or near elderly persons, or persons with disabilities and who is determined by the PHA to be essential to the care and well being of the persons; who is not obligated for the support of the persons; and who would not be living in the unit except to provide the necessary supportive services.
7. **Child:** A member of the family, other than the family head or spouse, who is under 18 years of age.
8. **Child Care Expenses:** Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which Annual Income is computed, but only where such are necessary to enable a family member to be gainfully employed or to further his or her education. The amount deducted shall reflect reasonable charges for childcare, and, in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. The amount deducted shall only be to the extent such amounts are not reimbursed.
9. **Child Custody:** A child shall be considered to be a member of the family of a public housing applicant if the child lives with the applicant or participant a minimum of 184 days per year.

10. **Citizen:** A citizen or national of the United States.
11. **Choice of Rent:** Effective October 1, 1999, each household living in public housing may choose annually whether to pay income-based rent or a flat rent.
12. **Community Service:** (or volunteer community service): Uncompensated work done by an adult resident of public housing as required by the 1998 Housing Act (QHWRA).
13. **Criminal Activity:** Criminal activity includes, but is not limited to, intentional conduct that is forbidden by and punishable under Minnesota law, even though such conduct may be neither reported to a law enforcement agency nor prosecuted. Such conduct includes, but is not limited to, acts of physical violence or the threat of such acts. Neither proof beyond a reasonable doubt nor conviction in a court of law is necessary to establish violation of the terms of the Dwelling Lease.
14. **Dating Violence:** Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - a. The length of the relationship.
 - b. The type of relationship.
 - c. The frequency of interaction between the persons involved in the relationship.(See Appendix K: VAWA Policy)
15. **Decent, Safe, Sanitary and in Good Repair:** Housing is decent, safe and sanitary if it meets the physical condition standards established by HUD and the PHA for this program set forth at 24 CFR Part 902 (Public Housing Assessment System).
16. **Dependent:** A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a person with a handicap or a disability, or is a full-time student.
17. **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.
18. **Disabled Person:** A person shall be considered disabled if such person is under a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423) or in Section 102(b)(5) of the Development Disabilities Services and Facilities Construction Amendment of 1970 (42 U.S.C. 6001 [7]). Section 223 of the Social Security Act defines disability as:
 - a. Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in

death, or which has lasted or can be expected to last for a continuous period of not less than 12 months; or

- b. In the case of an individual who has attained the age of 55 and is blind (within the meaning of “blindness” as defined in Section 416 (i) (1) of this title, inability by reason of such blindness to engage in substantial gainful activity or requiring skills or abilities comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time.

Section 102 (b) (5) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970 defines disability as: a disability attributable to mental retardation, cerebral palsy, epilepsy, or another neurological condition of an individual found by the Secretary of Health and Human Services to be closely related to mental retardation or to require treatment similar to that required for mentally retarded individuals, which disability originates before such individual attains age eighteen, which has continued or can be expected to continue indefinitely and which constitutes a substantial handicap to such individual.

19. **Displaced Family:** A family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws.
20. **Domestic Violence:** Domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under Minnesota laws on domestic or family violence, or by any other person against an adult or youth victim who is protected from that person's acts under Minnesota law. (See Appendix K: VAWA Policy)
21. **Drug-Related Criminal Activity:** The term “drug-related criminal activity” means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as such term is defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802).
22. **Date of Income Examination/Reexamination:** The effective date of examination or reexamination of income is:
 - a. In the case of examination of income for admission, the effective date of the initial term as set forth in the Lease; and
 - b. In the case of reexamination of income of an existing program participant, the effective date of the redetermined Total Tenant Payment.

22. **EIV/UIV: ENTERPRISE INCOME VERIFICATION AND UPFRONT INCOME VERIFICATION:** These online HUD data systems give the PHA access to employment and wage information from the national “New Hires” database, State Wage Income Collection Agencies (SWICA) and other data sources, starting in 2005.
23. **Elderly Family:** A family whose head, spouse or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.
24. **Elderly Person:** A person who is at least 62 years of age.
25. **Employee Resident:** A public housing applicant or resident who works for or who has been notified that they have been hired to work for the PHA.
26. **Enterprise Income Verification** - See “EIV/UIV”.
27. **Extended Family:** A household including one or more “extended family” members: multiple generations, cousins, other familial relationships, etc.
28. **Extremely Low-Income Family:** A family whose annual income does not exceed 30 percent of the median income for area, as determined by HUD, with adjustments for smaller and larger families.
29. **Family:** Family includes, but is not limited to: a family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size); an elderly family; a near-elderly family; a disabled family; a displaced family; the remaining member of a tenant family; and a single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.
30. **Family Self-Sufficiency Program (FSS):** The program established by the PHA to promote self-sufficiency of assisted families, including the provision of supportive services.
31. **Family of Veteran or Member of the Armed Services:** A family is regarded as a family of a veteran or member of the Armed Services if the veteran or member of the Armed Services is a member of, and lives with, the family though he or she may be temporarily absent due to military service, hospitalization or other cause beyond his control, or, if deceased, was a member of, and lived with, the family at the time of his or her death.
32. **Flat Rent:** An amount established by the PHA, based on the market rental value of a public housing unit, which may be paid by a household instead of an income-based rent.

33. **Full-Time Student:** A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.
34. **Grievance Procedure:** The process established and followed by the PHA to assure that a PHA tenant is afforded an opportunity for a hearing if the tenant disputes within a reasonable period of time any PHA action or failure to act involving the tenant's lease with the PHA or PHA regulations which adversely affects the tenant's rights, duties, welfare or status.
35. **Guest:** A person in the leased unit with the consent of a household member.
36. **Handicapped Assistance Expenses:** Reasonable expenses that are anticipated, during the period for which Annual Income is computed, for attendant care and auxiliary apparatus for a family member who has a handicap or disability, and that are necessary to enable a family member (including the member with a handicap or disability) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.
37. **Head of Household:** The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.
38. **Housing Agency/Authority (HA):** A state, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) authorized to engage in or assist in the development or operation of low-income housing. ("PHA" and "HA" mean the same thing.)
39. **HUD:** The U.S. Department of Housing and Urban Development.
40. **Income:** Income from all sources of each member of the household as determined in accordance with criteria established by HUD. (See also "Annual Income.")
41. **Informal Hearing:** A hearing before any person or persons designated by the PHA, other than a person who made or approved the decision under review or a subordinate of such person, at which an applicant or tenant may present objections to the PHA's action or failure to act.
42. **Informal Review:** A review of PHA's decisions affecting an applicant or tenant made by a person or persons other than a person who made or approved the decision under review or a subordinate of such person.

- 43. **Late Rent Payment Service Fee:** A charge the PHA will assess to a public housing tenant if rent has not been received by the PHA on or before the tenth day of the month for which the rent is due.
- 44. **Lease-On:** Adding one or more members to a household currently living in public housing.
- 45. **Local Preference:** A preference used by the PHA to select among applicant families.
- 46. **Low-Income Family:** A family whose annual income does not exceed 80 percent of the median income for area, as determined by HUD, with adjustments for smaller and larger families.
- 47. **Medical Expenses:** Those medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that are not covered by insurance.
- 48. **Member of the Armed Services:** A member of the applicant's family who is in the military forces of the United States at the time of application or residency for housing. "Military forces" means the Army, Navy, Air Force, Marine Corps, Coast Guard and the commissioned corps of the U.S. Public Health Service.
- 49. **Military Service of the United States:** Service in the Army, Navy, Air Force, Marine Corps, Coast Guard and the commissioned corps of the U.S. Public Health Service.
- 50. **Mitigating Circumstances:** Facts that can be verified that would overcome or outweigh information already gathered in the tenant screening process and that could enable an applicant with disabilities to meet the PHA's criteria for admission to public housing.
- 51. **Monthly Adjusted Income:** Monthly adjusted income is one-twelfth of adjusted annual income.
- 52. **Monthly Income:** Monthly income is one-twelfth of annual income.
- 53. **Near-Elderly Family:** A family whose head, spouse or sole member is a person who is at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides.
- 54. **Non-Family Occupants:** Family definitions do not include those persons who must live with a family by reason of employment by, or for, such family (1) to permit the employment of a sole wage earner; or (2) for the health and welfare of a sick or

incapacitated member of the family. The income from such persons is not to be included in annual income.

- 55. **Occupancy Policy (Occupancy standards):** Standards that the PHA establishes for determining the appropriate number of bedrooms needed to house families of different sizes and composition.
- 56. **Payment:** See Tenant Rent.
- 57. **Payment Agreement:** An agreement signed between an applicant or tenant and the PHA in which the applicant or tenant agrees to pay, in monthly installments, a sum owed to the PHA.
- 58. **Person With A Handicap:** A person will be considered to have a handicap if such person is determined to have a physical or mental impairment which:
 - a. Is expected to be of long-continued and indefinite duration;
 - b. Substantially impedes his or her ability to live independently; and
 - c. Is of such nature that his or her ability to live independently could be improved by more suitable housing conditions.
- 59. **PHA:** The PHA means the Public Housing Agency of the City of Saint Paul.
- 60. **Reasonable Accommodation:** Physical changes made to a public housing unit, building, development or grounds, or policy or procedural changes that would eliminate barriers to housing an applicant or tenant with disabilities. (See Appendix G.).
- 61. **Remaining Family Member:** An adult member of the family who is listed on and has signed the lease and who continues to live in the public housing dwelling unit after all other family members have moved out.
- 62. **Rent:** See Tenant Rent.
- 63. **Rent Choice:** See Choice of Rents.
- 64. **Residency Preference:** A preference for admission of families who reside anywhere in St. Paul, including families with a member who works or has been hired to work in the area.
- 65. **Resident:** A person living in public housing; a tenant.

- 66. Resident Employee:** An employee who is required to live in public housing as a condition of employment. (Refer to Part 8, “Special Occupancy Situations.”)
- 67. Single Person:** An adult person living alone or intending to live alone and who does not qualify as an elderly family or displaced person or as the remaining adult member of a tenant family.
- 68. Social Security Number:** The number assigned to a person by the Social Security Administration of the United States Department of Health and Human Services, and that identifies the record of the person's earnings and that is reported to the Administration.
- 69. Special Housing/Supportive Services Programs:** Special programs that provide necessary assistance which enable public housing applicants and tenants to function independently and to comply with the PHA's Dwelling Lease.
- 70. Spouse:** The husband or wife of the head of the household.
- 71. Stalking:** As defined in VAWA, “stalking” means
- (A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and
 - ii) to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and
 - (B) in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to—
 - i) that person;
 - ii) a member of the immediate family of that person (as defined in VAWA); or
 - iii) the spouse or intimate partner of that person.
- (See Appendix K: VAWA Policy)
- 72. Student Preference:** A full-time student at an accredited educational institution, including a vocational school with a diploma or certificate program, as well as an institution offering a college degree.
- 73. Tenant:** Any member of the household over the age of 18 who is a signatory of the lease.
- 74. Tenant Rent:** The rent charged to a tenant for the use of the dwelling accommodation, equipment, and services, or utilities supplied by the PHA, such as water and sewer charges, trash and garbage removal. Tenant Rent does not include charges for services or utilities which may be purchased separately by the tenant or purchased by the PHA and sold to the tenant as a transaction separate from the payment of rent (an example of the latter would be electricity charges for the operation of air conditioners owned and operated by tenants in hi-rises). Tenant Rent does not include charges made by Xcel Energy in excess of the PHA's Utility Allowance for utility consumption or for other miscellaneous charges.

- 75. Total Tenant Payment (TTP):** The Gross Rent payable by a tenant of public housing. If a tenant chooses to pay the flat rent, the TTP equals the flat rent. For all other tenants, TTP is calculated using a formula that uses the highest payment resulting from the following four options:
- a. 10 percent of total gross monthly household income;
 - b. 30 percent of adjusted monthly household income;
 - c. For families receiving assistance under the Minnesota Supplemental Assistance Program (MSA), that portion designated for shelter and utility costs;
 - d. \$25.00 minimum rent.
- 76. UIV/EIV:** See “EIV/UIV”.
- 77. Unit Size:** The appropriate number of bedrooms for a family according to the PHA’s Occupancy Standards.
- 78. Upfront Income Verification** – See “EIV/UIV”
- 79. Utilities:** Means normal use of water and sewerage, electricity, gas, and trash collection services. Telephone service and cable TV service are not considered as a utility. “Normal” use is defined by Utility Allowances. Includes electricity, gas, water sewer and charges for other services such as garbage removal. Telephone service and electricity for tenant-installed air conditioners are not considered as a utility. (See Utility Allowance).
- 80. Utility Allowance:** A fixed amount allowed to the tenant as a deduction from the Total Tenant Payment for utilities purchased separately by the tenant. The amount of the allowance is based on the average estimated cost of utilities such as gas, electricity and heating fuels for living units of various bedroom sizes as determined by the PHA’s Utility Allowance Schedule in Part Three, Table 3-1.
- 81. Utility 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 to the tenant, or to the tenant jointly with the utility company, by the PHA.
- 82. VAWA:** The “Violence Against Women and Justice Department Reauthorization Act of 2005” (P.L. 109-162), a federal law that provides protections for victims of domestic violence, dating violence and stalking. (See Appendix K: VAWA Policy)

- 83. **Very Low Income Family:** A lower income 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.
- 84. **Veteran:** Any person honorably discharged from the Armed Forces of the United States after serving for 181 consecutive days or more, or who served under the direction of the Armed Forces and clandestine forces of the United States.
- 85. **Volunteer Community Service:** See Community Service.
- 86. **Welfare Assistance:** Welfare or other payments to families and individuals, based on need, that are made under programs funded, separately or jointly, by federal, state or local governments.

Grievance Procedure

1. Applicability

- A. The PHA Grievance Procedure is applicable to all individual grievances as defined in Section 2 between the Tenant and the PHA, except as provided in paragraphs 1 and 2 below. The PHA may exclude from its procedure any grievance concerning an eviction or termination of tenancy that involves:
 - 1. **Any activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other Tenants or employees of the PHA; or**
 - 2. **Any drug-related and/or criminal activity on or off the premises, not just on or near the premises.**
- B. The PHA Grievance Procedure is not applicable to disputes between Tenants not involving the PHA or to class grievances. The Grievance Procedure is not a forum for initiating or negotiating policy changes between a group or groups of Tenants and the PHA's Board of Commissioners.
- C. The PHA Grievance Procedure is not applicable to any PHA actions where the Tenant has executed a signed written waiver of his or her right to grieve a matter.

2. Definitions

- A. "Grievance" means any dispute that a Tenant may have with respect to PHA action or failure to act, in accordance with the individual Tenant's lease or PHA regulations, that adversely affects the individual Tenant's rights, duties, welfare or status.
- B. "Complainant" means any Tenant whose grievance is presented to the PHA Central Office or to a PHA Management Office in accordance with Section 3 of this procedure.
- C. "Tenant" means the adult person (or persons):
 - 1. Who resides in the dwelling unit, and who executed the lease with the PHA as lessee(s) of the unit, or, if no such person now resides in the unit;
 - 2. Who resides in the dwelling unit and who is the remaining head of household of the Tenant family residing in the unit.

"Tenant" does not include a live-in aide.

- D. "Management Office" means the Management Office of the development in which the Complainant resides.

3. Informal Settlement of Grievance

A grievance must be personally presented by a Complainant, either orally or in writing, to the PHA Central Administrative Office or to the management office so that the grievance may be discussed informally and possibly settled without a hearing. The grievance must be presented within ten (10) working days of the PHA's action or failure to act. A summary of the informal discussion shall be prepared within the next five (5) working days and a copy shall be mailed or delivered to the Tenant and one retained in the PHA's tenant file. The summary shall specify the names of the participants, date of the meeting, the nature of and specific reasons for the proposed disposition of the complaint, and the procedures by which a hearing under Section 4 may be obtained if the Complainant is not satisfied.

4. Procedures To Obtain A Hearing

- A.** The Complainant shall submit a written request for a hearing to the PHA Central Administrative Office or to the management office within ten (10) working days after receipt of the summary of discussion pursuant to Section 3. The written request must specify:
1. The reasons for the Grievance; and
 2. The action or relief sought.
- B. Selection of Hearing Officer.** Grievance Hearings shall be conducted by an impartial person appointed by the PHA, other than a person who made or approved the PHA action under review or a subordinate of such person. The Hearing Officer selected for a specific hearing shall be a person from a list of Hearing Officers appointed by the PHA after consultation with the City-Wide Resident Council and the Presidents Council.
- C. Failure to Request a Hearing.** If the Complainant does not request a hearing in accordance with this section, then the PHA's disposition of the grievance under Section 3 shall become final, except that failure to request a hearing does not constitute a waiver of the Complainant's right to contest the PHA's action in disposing of the complaint in an appropriate judicial proceeding.
- D. Hearing Pre-Requisite.** All grievances must be personally presented in the manner prescribed for the informal procedure in Section 3 before there will be a hearing conducted under this section, except that if the Complainant otherwise presents a proper request for a Grievance Hearing and wishes to show good cause why he or she did not follow the procedure, a Hearing Officer shall be appointed in accordance with Section 4.B. Prior to any Grievance Hearing the Hearing Officer shall determine whether or not Complainant has shown good cause and shall determine whether or not to proceed with a hearing or allow the PHA's disposition of the grievance to stand.
- E. Escrow Deposits.** Before a hearing is scheduled in any grievance involving the amount of rent which the PHA claims is due, the Complainant shall pay to the PHA an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which it is complained the PHA acted or failed to act. The Complainant must continue to pay the same amount of the monthly rent to the PHA escrow account monthly until the complaint is resolved by decision of the Hearing Officer. Before a hearing is

scheduled or heard in any other type of grievance, the Complainant must have paid the current month's rent to the PHA or to the PHA escrow account.

5. Procedures Governing The Hearing

A. The hearing shall be held before a Hearing Officer.

1. At least 5 calendar days prior to the hearing, the PHA shall notify Complainant of the names of witnesses who may be called to testify on behalf of the PHA.
2. At least 5 calendar days prior to the hearing, the Complainant or Complainant's representative shall notify the PHA of the names of witnesses who may be called to testify on behalf of Complainant.

B. The Complainant shall be afforded a fair hearing, which shall include:

1. The opportunity to examine before the Grievance Hearing any PHA documents, including records and regulations that are directly relevant to the hearing. The Complainant shall be allowed to copy any such document at the Complainant's own expense. If the PHA does not make the document available for examination upon request by the Complainant, the PHA may not rely on such document at the Grievance Hearing;
2. The right to be represented by counsel or other person chosen as the Complainant's representative, and to have such person make statements on the Complainant's behalf;
3. The right to a private hearing unless the Complainant requests a public hearing;
4. The right to present evidence, witness(es), and arguments in support of the Complainant's complaint, to controvert evidence relied on by the PHA, and to confront and cross-examine all witnesses upon whose testimony or information the PHA relies; and
5. A decision based solely and exclusively upon the facts presented at the hearing.

C. At the PHA's request, the Complainant shall provide the PHA with the opportunity to examine before the Grievance Hearing any documents the Complainant plans to present at the Grievance Hearing. If the Complainant does not make the document available for examination upon request by the PHA, the Complainant may not rely on such document at the Grievance Hearing. At the PHA's request, the Complainant shall provide the PHA with information regarding the scope and relevancy of the testimony of Complainant's witness(es). The PHA is entitled to cross-examine all witnesses upon whose testimony or information the Complainant relies.

D. The Hearing Officer may render a decision without proceeding with the hearing if the Hearing Officer determines that the issue has been previously decided in another proceeding.

- E.** If the Complainant or the PHA fails to appear at a scheduled hearing, the Hearing Officer shall determine whether to postpone the hearing for a period not to exceed five (5) business days or whether the Complainant, by not appearing, has waived his or her right to a hearing. The hearing shall not be postponed because of a failure of a witness to appear, unless there has been an exceptionally good cause shown and in such case the hearing shall not be postponed more than five (5) business days. The Hearing Officer may also determine that the hearing may proceed in the absence of either party if counsel or the authorized representative of both parties so agree. Both the Complainant and the PHA shall be notified of the determination by the Hearing Officer. A determination that the Complainant has waived his or her right to a hearing is not a waiver of any right the Complainant may have to contest the PHA's disposition of the grievance in an appropriate judicial proceeding.
- F.** At the hearing, the Complainant must first make a showing of the entitlement to the relief sought and thereafter the PHA must sustain the burden of justifying the PHA action or failure to act against which the complaint is directed.
- G.** The hearing shall be conducted informally by the Hearing Officer and oral and documentary evidence pertinent 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 Officer shall require the PHA, the Complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.
- H.** The Complainant or the PHA may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.
- I.** When given reasonable advance notice, the PHA shall provide reasonable accommodation for persons with disabilities to participate in the hearing, including, but not limited to, providing qualified sign language interpreters, readers, accessible locations, or attendants.

6. Decision of the Hearing Officer

- A.** The Hearing Officer shall issue a written decision, which includes the reasons for it, within a reasonable time after the hearing. A copy of this decision shall be sent to the Complainant and the PHA. The PHA shall retain a copy of the decision in the tenant's file. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by the PHA and made available for inspection by a prospective Complainant, the Complainant's authorized representative, or the Hearing Officer or Hearing Panel.
- B.** The decision of the Hearing Officer is binding on the PHA which shall take all actions, or refrain from any actions necessary to carry out the decision unless the PHA Board of Commissioners determines within a reasonable time, and promptly notifies the Complainant of its determination that:

1. The grievance does not concern PHA action or failure to act in accordance with or involving the Complainant's lease or PHA regulations that adversely affect the Complainant's rights, duties, welfare or status; or
2. The decision of the Hearing Officer is contrary to applicable federal, state or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and the PHA.

C. A decision by the Hearing Officer or Board of Commissioners in favor of the PHA or that denies the relief requested by the Complainant in whole or in part is not a waiver of, nor does it affect in any manner, any rights the Complainant may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

7. Hearing May Be Waived

At any time after the Complainant has requested either an informal settlement meeting or a formal Grievance Hearing, the PHA and the Complainant may enter into a written settlement agreement. As a part of the settlement agreement, the Complainant may, in return for concessions from the PHA, waive a Grievance Hearing with respect to the grievance originally presented to the PHA.

AVISO!

Si no puede usted leer inglés, favor de avisar a su representante de PHA (Agencia de Alojamiento Público) para que le proporcionen un intérprete.

TRANSLATION

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NOTICE!

If you cannot read English, please ask your PHA contact person to provide an interpreter.

CEEBOOM!

Yog tias koj nyeem tsis tau Askiv, nug tus neeg ua hauj lwm rau koj tom tsev loom (PHA) kom pab nrhiav neeg txhais lus.

TRANSLATION

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NOTICE!

If you cannot read English, please ask your PHA contact person to provide an interpreter.

Appendix C

Equal Opportunity Housing Plan

I. Overview

Agency Commitment to Fair Housing: The PHA will work cooperatively with community representatives and other units of government to ensure nondiscrimination in PHA programs and to affirmatively further Fair Housing objectives. The PHA will monitor its performance in implementing this Plan to ensure continued progress in meeting its Equal Opportunity Housing objectives.

PHA Employee Responsibility: Any PHA employee who does not comply with the Equal Opportunity Housing Plan as set forth herein is subject to disciplinary action. Employees are responsible for notifying their supervisor or the EEO/AA Officer of all equal opportunity problems and concerns.

Applicable Laws: It is the policy of the PHA to comply fully with Title VI of the Civil Rights Act of 1964, Title VII and Section 3 of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act; the Fair Housing Act Amendment of 1988, and any legislation protecting the individual rights of tenants, applicants or staff which may subsequently be enacted.

II. Non-Discrimination

A. The PHA will not discriminate against any eligible applicant or resident because of:

1. Race
2. Color
3. Religion
4. Creed
5. National origin or ancestry
6. Sex
7. Age
8. Handicap
9. Disability
10. Receipt of public assistance
11. Marital status
12. Sexual or affectional orientation, or
13. Political or other affiliation.

- B.** The PHA will not, on the basis of race, color, religion, creed, national origin or ancestry, sex, age, handicap, disability, receipt of public assistance, marital status, sexual or affectional orientation, political or other affiliation:
 - 1. Deny any family the opportunity to apply for housing, nor deny any eligible applicant the opportunity to lease housing suitable to their needs within available resources,
 - 2. Subject a person to segregation or disparate treatment in the application for and participation in assisted housing programs,
 - 3. Restrict a person's access to any comparable assistance enjoyed by others participating in assisted housing programs, nor
 - 4. Treat a person differently in determining eligibility or other requirements for admission.

III. Housing Accessibility

- A.** The PHA will seek to identify and eliminate practices or procedures which create a barrier to equal housing opportunity for all.
- B.** The PHA will, to the maximum extent feasible, endeavor to make physical or procedural changes which will ensure that no applicant or resident is discriminated against on the basis of a handicap or disability. (See Appendix G., Reasonable Accommodation Policy.)

IV. Equal Opportunity Housing Objectives

The PHA has adopted the following Equal Opportunity Housing objectives:

- A. Objective A:** Provide outreach to lower-income individuals and families and those persons identified as least likely to apply for housing assistance.
 - 1. The PHA will publish information regarding its housing programs including, but not limited to:
 - a. Section 8 Program application openings,
 - b. Public Housing Program application openings,
 - c. Changes in the Section 8 or Public Housing Programs and/or PHA and HUD policies and procedures that may affect the status of persons on the waiting list or those persons participating in the programs, and

- d. General information regarding PHA housing assistance programs.
- 2. The preceding information will be provided to the following persons or groups, as appropriate to the particular subject matter:
 - a. The general public
 - b. Public agencies and social service organizations
 - c. Lower income individuals and families
 - d. Persons identified as least likely to apply for housing assistance
 - e. Public Housing Program applicants and residents
 - f. Section 8 Program applicants and participants
 - g. Landlords/owners participating in the Section 8 Program
 - h. Other landlords/owners of rental property, and
- 3. The PHA will advertise, as appropriate to the particular subject matter, in a variety of media that are likely to reach diverse populations, including, but not limited to:
 - a. Newspapers of general circulation,
 - b. Neighborhood-based newspapers,
 - c. Minority newspapers,
 - d. Area radio stations,
 - e. Radio Talking Book, and
 - f. Area television stations.
- 4. The PHA will identify and develop specific outreach efforts for those persons or groups of persons least likely to apply for housing assistance.

B. Objective B: Promote greater housing opportunities for individuals and families outside areas of low-income and minority concentration.

1. The PHA will continue its efforts to avoid the concentration of rental Public Housing units by acquiring scattered site public housing units throughout the city of Saint Paul in any future development programs in cooperation with the City of Saint Paul and in conjunction with the city's overall housing plan.
2. The PHA will continue to apply for Section 8 Certificates and Vouchers because they provide greater housing choices by:
 - a. Allowing applicants and participants to find suitable and eligible rental housing in the private market, and
 - b. Offering families more options through the portability feature.
3. The PHA will continue to assist housing program applicants, residents, and participants in selecting housing and neighborhoods of their choice through the following resources:
 - a. **Public Housing.** The PHA Rental Resource Center, located in the PHA Rental Office, provides information about the properties and neighborhood characteristics of the various PHA Public Housing sites.
 - b. **Public Housing Hi-Rises.** The "informed choice" procedure for Public Housing Hi-rise applicants at the top of the waiting list provides them with extensive information before they select their unit. They are provided information about those buildings with available vacant units, including services and amenities available to neighborhood and building residents, a floor plan of the buildings, and an opportunity to view the unit.
 - c. **Section 8.** A list of units for rent and a brief description of those units is available at the front desk of the PHA Rental Office for public review by Section 8 program applicants and participants. Individuals and families will also be referred to the Saint Paul Housing Information Office for further assistance.
4. The PHA will continue to encourage landlords/owners with units outside areas of low-income or minority concentration to participate in the Section 8 Program by the following actions:
 - a. Conducting landlord/owner workshops at least annually
 - b. Responding to requests for presentations at various meetings and conferences for property owners and managers

- c. Conducting occasional targeted mailings to landlords/owners, and
 - d. Mailing informational packets to participating and prospective landlords/owners as requested.
 - 5. The PHA will continue to participate in quarterly meetings with other metropolitan and non-metropolitan housing authorities to promote the use of the Section 8 portability feature and coordinate processing procedures for Section 8 participants transferring between jurisdictions.
 - 6. The PHA will continue to support and promote regional affordable housing opportunities by providing technical assistance to neighboring jurisdictions regarding the development of new lower-income housing in their communities.
- C. Objective C:** Assure that all applicants have equal opportunity to apply and be selected for participation in all PHA housing programs.

The PHA will comply with its policies and procedures as stated in the Public Housing Admission and Occupancy Policies and the Section 8 Admission and Occupancy Policies regarding all aspects of application and selection for assistance, and continued participation in its housing assistance programs.

- D. Objective D:** Serve and assist individuals and families who allege they have encountered discrimination while securing housing assistance.
- 1. Briefings for Section 8 Program participants include information on their housing rights and the process for pursuing a complaint if they allege discriminatory treatment.
 - 2. When requested, the PHA will provide housing program applicants and participants with a list of organizations which can assist them with discrimination allegations and investigations, including, but not limited to the following:
 - a. Saint Paul Department of Human Rights,
 - b. Minnesota Department of Human Rights,
 - c. Fair Housing Division of the Minnesota Office of the U.S. Department of Housing and Urban Development, and the
 - d. Southern Minnesota Regional Legal Services, Inc.

Appendix D

Admission Hearing Procedure

1. Applicability

- A. The Admission Hearing Procedure applies to the informal hearing conducted at the request of an applicant for public housing when the PHA has determined that the applicant has been denied admission for non-economic reasons. It does not apply when an applicant is denied admission to public housing because the applicant's income or assets were over the allowable economic eligibility limits.

2. Definitions

- A. **"Applicant"** means any person who has applied to the Public Housing Agency of the City of Saint Paul (PHA) for admission to public housing.
- B. **"Complainant"** means any person who has been notified of ineligibility for admission to public housing for non-economic reasons and who wishes to contest the determination of ineligibility.
- C. **"PHA-Resident Hearing Committee"** means a Committee selected in accordance with Section 4.B. of this Procedure to conduct a hearing requested by a Complainant and to make a decision based on the facts presented at the hearing.

3. Procedure Prior To A Hearing

- A. **Ineligible Applicants:** Each applicant determined to be ineligible for admission to public housing will be promptly notified by the PHA in writing of the reasons for the determination. Applicants who are denied admission for non-economic reasons will also be offered the opportunity to request an informal hearing to be conducted in accordance with this procedure.

4. Procedure To Obtain A Hearing

- A. **Request for Hearing:** A Complainant must submit a written request for a hearing to the PHA Rental Administrator (*or designee*) within 10 working days from the date of the PHA's notification of ineligibility.
- B. **Hearings Conducted by the PHA-Resident Hearing Committee:** Hearings held before the PHA-Resident Hearing Committee are conducted on the third Tuesday and the third Thursday of each month, or such other date as determined by the Rental Administrator. For each hearing, the Rental Administrator (or designee) will select and notify members of the PHA-Resident Hearing Committee. The Committee consists of two staff members from the Resident Services Department who did not participate in the decision-making process and who are not supervised by the person who made the decision to deny the applicant, and also three residents of public housing who are eligible to serve on the Committee. Whenever feasible, hi-rise residents will serve on the

Committee when the Complainant is a hi-rise applicant and family development residents will serve as Committee members for family applicants requesting a hearing. Residents who are eligible to serve on the Committee must be residents in good standing who have no lease termination action pending against them.

- C. **Failure of a Committee Member to Appear:** Three members constitute a quorum of the PHA Resident Hearing Committee. If one or two members are unable to appear or fail to appear, the Committee will proceed to conduct the hearing.
- D. **Failure to Request a Hearing:** If an applicant does not request a hearing in accordance with this section, then the PHA's determination denying the applicant's admission into public housing will become final. However, the failure to request a hearing does not constitute a waiver by an applicant of the right to contest the PHA's denial of admission in an appropriate judicial proceeding.
- E. **Scheduling of Hearings:** If the Complainant requests a hearing in a timely manner, as required by this section, the Complainant will be notified of the time and date of the hearing. A written notification specifying the time, date, place, and the procedure governing the hearing will be mailed to the Complainant no less than seven days prior to the scheduled hearing date.

5. Procedure Governing A Hearing

- A. The hearing will be held before the PHA Resident Hearing Committee.
- B. The PHA will present its reasons for denying admission to public housing to the Complainant.
- C. The Complainant will then have the opportunity to present information that might lead the Committee to reconsider the determination of ineligibility and reverse that determination.
- D. The Complainant also has the right:
 - a) Before the hearing, to examine all documents and regulations of the PHA that are relevant to the hearing. The Complainant may also copy such documents at the Complainant's expense.
 - b) To be represented by a lawyer or other person the Complainant chooses as Complainant's representative.
 - c) To a decision based solely on the information presented at the hearing.
- E. If the Complainant fails to appear at a scheduled hearing, the PHA Resident Hearing Committee may make a determination to postpone the hearing until the next scheduled hearing date, or make a determination that the party has waived the right to a hearing. A determination that the Complainant has waived the right to a hearing does not constitute a

waiver of any right the Complainant may have to contest the PHA's denial of admission in an appropriate judicial proceeding.

- F.** The hearing is to be conducted informally by the PHA Resident Hearing Committee. The oral and documentary evidence pertinent to the facts and issues raised by the denial of admission may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The Committee will require the PHA, the Complainant, lawyers or other representatives and other participants and/or spectators to conduct themselves in an orderly fashion. Failure by a disorderly party to comply with the directions of the Committee to obtain order may result in exclusion from the proceedings or in a decision against the disorderly party, including granting or denying the requested relief.
- G.** The Complainant or the PHA may arrange in advance for a transcript of the hearing. Any interested party may purchase a copy of said transcript.

6. Decision of the PHA Resident Hearing Committee

- A.** The decision of the Committee shall be by majority vote. In the event of a tie, the decision of the PHA will be upheld.
- B.** The PHA Resident Hearing Committee secretary will prepare a written summary of the hearing indicating the vote of the Committee within a reasonable time after the hearing. A copy of this decision will be mailed to the Complainant. The PHA will retain a copy of the summary to be included in the Complainant's file.
- C.** The PHA will abide by the determination of the PHA Resident Hearing Committee provided that the Committee determination is not contrary to applicable federal, state or local law, HUD regulations, or the requirements of the Annual Contributions Contract between HUD and the PHA and provided that the Committee has not exceeded its authority.
- D.** A decision by the PHA Resident Hearing Committee in favor of the PHA or which denies the relief requested by the Complainant, in whole or in part, is not a waiver by the Complainant of the right to bring an action in a court of law or other appropriate forum.

Appendix E

Family Self-Sufficiency Program

I. Overview

- A. Purpose of Program:** The purpose of the Family Self-Sufficiency Program (FSS) is to provide the support eligible families need to move toward economic self-sufficiency. Support is provided, in part, by linking the family with needed public and private support services and resources.

II. FSS Program Elements

- A. HUD Requirement for FSS:** HUD mandates that the PHA operate a FSS Program. To establish the minimum program size, HUD required the PHA to create a number of slots in the FSS Program equivalent to the number of units provided for by additional Section 8 or public housing funding increments. The minimum program size was built over a five-year period of time beginning in October 1993. Effective October 20, 1998, the requirement to add FSS slots for new funding increments was eliminated. In addition, the minimum program size will be reduced by one family for each FSS graduate fulfilling the family's contract of participation obligations on or after October 21, 1998.
- B. Eligible Program Participants:** The PHA conducts outreach and solicits participation from current Section 8 participants and public housing residents. Participation is voluntary for eligible families.
- C. Requirements for Participation:** Program requirements include:
1. The designated head of each family participating in the FSS Program must execute an FSS contract of participation with the PHA. The contract includes:
 - a. An individual training and services plan for the family,
 - b. Principal terms and conditions governing FSS participation,
 - c. Specific rights and responsibilities of the FSS family and the PHA,
 - d. Services to be provided, and
 - e. Activities to be completed by the head of the FSS family and each adult member of the family who elects to participate in the program.
 2. Participants must maintain monthly contact with their case manager to include at least a quarterly in-person review. (Case management is usually assumed by an agency outside of the PHA.)

3. Participants must meet annually with the FSS Coordinator to document the progress the family is making toward their goals and, if needed, revise the training and services plan.
4. School or training attendance must be maintained at 90% or higher. All students must maintain a “C” average or better.
5. The head of the family must seek and maintain suitable employment after completion of the job training programs listed in the individual training and services plan.

D. Incentives to Participate:

1. The PHA creates an escrow account for each FSS participant who obtains employment.
 - a. As the family’s earnings increase over time, the escrow account is credited with a portion of the amount of increased rent they pay due to increases in earned income.
 - b. The family may withdraw funds from the escrow account before completion of the contract if the money is needed to complete contract goals. To be eligible the family must have achieved certain interim goals as determined by the PHA.
 - c. Upon completion of the FSS contract of participation, the family may receive the balance in their escrow account after any amount owed to the PHA has been deducted. Successful completion requires that the family no longer receive welfare assistance, although they still may receive housing assistance.
2. FSS participants may receive supportive services from various community resources. Available supportive services may include: child care; remedial, secondary, and post secondary education; job training, counseling, and placement; substance abuse counseling and limited treatment referrals; training in parenting, homemaking, and money management skills; and homeownership counseling. The family’s individual training and services plan or the participant’s case manager will designate which resources may be awarded to assist the family in fulfilling the terms of their FSS contract of participation.

E. Coordination with the Public Housing Program:

1. Enrollment and participation in the FSS Program are coordinated with the activities of the family’s eligibility for continued occupancy.
2. FSS families must meet all requirements of their public housing lease.
3. Families living in public housing are not required to participate in the FSS Program if it is offered to them. This decision will not affect their right to continued occupancy in accordance with their lease.

F. Completion of the Contract of Participation: Completion of the contract occurs when the PHA determines that:

1. The family has fulfilled all of its responsibilities under the contract; or
2. Thirty percent of the family's monthly adjusted income equals or is greater than the fair market rent amount for the unit size for which the family qualifies; and
3. The head of the family certifies to the PHA that no member of the family is receiving welfare assistance.

The initial contract term is five years. The contract may be extended, in writing, and at the family's request, for up to two years for good cause.

G. Contract Termination or Declaring the Contract Null and Void: The reasons why the PHA may terminate a contract or declare it null and void include the items listed below. If the contract is terminated or declared null and void, the family has no right to receive funds from the family's FSS escrow account. The PHA must close the account and may use the funds for purposes in accordance with HUD requirements.

1. The family and the PHA agree to terminate the contract;
2. The PHA determines the family has not fulfilled its responsibilities under the contract;
3. The family withdraws from the FSS Program;
4. An act occurs that is inconsistent with the purposes of the FSS Program;
5. Resources and services necessary to complete the contract are not available; and/or
6. The family's public housing lease is terminated in accordance with HUD requirements.

H. Informal Hearing: Families may request an informal hearing after being notified the PHA has taken adverse action.

Appendix F

Move-Out Hearing Procedure

I. Applicability

The Move-Out Hearing Procedure applies to the informal hearing conducted at the request of a former tenant of public housing who wishes to dispute the Move-Out Settlement Statement issued by the PHA to the former tenant. The procedure does not apply in any other circumstances.

II. Definitions

- A. **“Complainant”** means a former tenant who has received a Move-Out Settlement Statement from the PHA and wishes to dispute all or part of it.
- B. **“Former Tenant”** means a person who was a tenant of the PHA’s public housing program, and has, for whatever reason, left public housing.
- C. **“Hearing Officer”** means the person designated by the PHA to conduct an informal hearing for a Complainant, other than the person who made or approved the Move-Out Settlement Statement.
- D. **“Move-Out Settlement Statement”** means the document issued to a former tenant and which itemizes the credits and charges as they appear on the PHA’s accounting record for the former tenant.

III. Request For An Informal Hearing

- A. **Request for Hearing:** A Complainant must submit a written request for an informal hearing to the Resident Services Director or other staff person designated by the Resident Services Director within 10 working days from the date of the PHA’s issuance to the Complainant of the Move-Out Settlement Statement.
- B. **Scheduling of Hearing:** Upon receipt of a timely request for a hearing, the Complainant will be notified in writing of the date, time and location of the hearing. The informal hearing will be held before a Hearing Officer. A copy of the procedures governing the hearing will be included with the notification.
- C. **Failure to Request a Hearing:** If the Complainant does not request a hearing in accordance with this hearing procedure, then the PHA’s determination in the Move-Out Settlement Statement will become final.

IV. Procedure Governing An Informal Hearing

- A.** The hearing will be held before a Hearing Officer.
- B.** The PHA will present its reasons and documentary evidence for the information and determinations contained in the Move-Out Settlement Statement issued to the Complainant.
- C.** The Complainant will have the opportunity to present written or oral objections to the PHA determination, along with other factual information that might lead the Hearing Officer to modify the Move-Out Settlement Statement.
- D.** The Complainant may not contest any credits or charges listed on the Move-Out Settlement Statement, which the Complainant has already been provided an opportunity to contest through the PHA's Grievance Procedure.
- E.** The Complainant also has the right:
 - 1. Before the hearing, to examine all PHA documents and regulations of the PHA that are directly relevant to the hearing. The Complainant may also copy such documents at the Complainant's expense.
 - 2. At the expense of the Complainant, to be represented by a lawyer or other person the Complainant chooses as the Complainant's representative.
 - 3. To question any witness or witnesses.
 - 4. To a decision made by the Hearing Officer that is based on the evidence presented at the hearing.
- F.** The PHA must be given the opportunity before the hearing to examine at the PHA offices any documents the Complainant intends to present that are directly relevant to the hearing. The PHA must be allowed to copy such documents at its own expense. If the Complainant does not make a document available for examination by the PHA before the hearing at its request, the Complainant may not rely on the document at the hearing.
- G.** The hearing will be conducted informally by the Hearing Officer. The Hearing Officer will require that the PHA, the Complainant, and other participants or witnesses conduct themselves in an orderly fashion. Failure to comply with the directives of the Hearing Officer may result in expulsion from the proceeding. If the Complainant is expelled and there are no other representatives or witnesses, the decision of the Hearing Officer will be based on the evidence presented up to the time of the expulsion.

- H.** The Complainant or the PHA may arrange in advance for a transcript of the hearing, at the expense of the party making the arrangement. Any interested party may purchase a copy of the transcript.
- I.** If the Complainant fails to appear at a scheduled hearing, the Hearing Officer may make a determination to postpone and reschedule the hearing or may make a determination that the Complainant has waived his or her right to a hearing.

V. Decision of the PHA Hearing Officer

- A.** The Hearing Officer will prepare a written decision within a reasonable time after the hearing. A copy of the decision will be sent to the Complainant and to the PHA.
- B.** The PHA shall abide by the decision of the Hearing Officer, provided that the decision is not contrary to applicable federal, state or local law, HUD regulations, or the requirements of the Annual Contributions Contract between HUD and the PHA or that the Hearing Officer is not acting in excess of his or her authority.
- C.** A decision by the Hearing Officer in favor of the PHA, or which denies the relief requested by the Complainant in whole or in part, is not a waiver by the Complainant of the right of the Complainant to contest the PHA's determination in an appropriate judicial proceeding.

Appendix G:

Reasonable Accommodation Policy

I. Overview

This policy is intended to expand on the PHA's Equal Opportunity Housing Plan (See Appendix C). It is not intended to, and does not change or enlarge the PHA's duty under any law, regulation or ordinance. Where in conflict, the applicable law, regulation or ordinance shall prevail.

This policy is incorporated into and made a part of the PHA's Public Housing Admission and Occupancy Policies and its Section 8 Admission and Occupancy Policies and applies to the PHA's Public Housing Program and Section 8 Program.

II. Non-Discrimination

The PHA shall not discriminate against an applicant, public housing resident, Section 8 participant or other program recipient because of disability, race, color, creed, religion, national origin or ancestry, familial status, sex, sexual preference, sexual or affectional orientation, public assistance status, marital status, age, or political affiliation. The PHA shall not solely, on the basis of a disability, deny benefits to an otherwise qualified person. The PHA 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.

The PHA shall give a qualified person with a disability, through a reasonable accommodation, housing, aid, a benefit or a service that is equally effective as that provided to others. 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.

It is the PHA's policy to fully comply with all applicable federal, state and local laws and ordinances, including the United States Housing Act of 1937, as amended, Rehabilitation Act of 1973, § 504 (29 U.S.C. § 794), Americans with Disabilities Act, 42 U.S.C. § 2101, Fair Housing Act, 42 U.S.C. § 3601, Minnesota Human Rights Act, Minn. Stat. § 363 and St. Paul Human Rights Ordinance, St. Paul Legislative Code, Chapter 183.

III. Definitions

A. A Person With A Disability Is One Who:

1. Has a physical or mental impairment that substantially limits one or more major life activities;
2. Has a record of such an impairment; or
3. Is regarded as having such an impairment.

Specifically excluded from the definition of a disability are any exclusions enumerated in any applicable federal, state or local laws or ordinance, including the laws cited in Section II.

B. Major Life Activity:

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

C. Mental Impairment:

Includes mental retardation, organic brain syndrome, emotional or mental illness and specific learning disabilities.

D. Physical Impairment:

Includes cosmetic disfigurement, neurological, musculoskeletal, senses, respiratory, cardiovascular, reproductive, AIDS, HIV-positive, digestive, genito-urinary, hernic, lymphatic and skin.

E. A Qualified Person With A Disability:

Is one who meets the essential eligibility requirements and who can achieve the purpose of the program or activity with or without modifications.

F. Essential Eligibility Requirements:

Include: stated eligibility requirements like income; compliance with selection criteria; timely payment of financial obligations; care of premises; no disqualifying criminal or drug activities; respect for the rights of others; explicit or implicit requirements inherent to the program or activity; and compliance with all obligations of occupancy with or without supportive services provided by persons other than the PHA.

G. Reasonable Accommodation:

Reasonable accommodation includes a transfer, a physical or structural change to the home or housing complex, or an exception to the PHA's rules, policies or procedures. In general, the PHA will accept the judgment of the person with the disability that an accommodation is needed. However, the PHA has the option to require the person with a disability to show the need for an accommodation.

The PHA may accept the judgment of the person with the disability that the specifically requested accommodation is the most appropriate. However, the PHA may investigate alternatives to the requested accommodation and/or alternative methods of providing the requested accommodation.

If more than one reasonable accommodation will satisfy the needs of the person with the disability, the PHA has the option to select the accommodation which is most convenient and cost effective for it. This includes the option to make an exception in procedure or policy or whether to make a physical or structural change.

The PHA shall make a reasonable accommodation for a physical or mental impairment of a qualified applicant or recipient unless it can show that the accommodation would impose an undue financial or administrative hardship or a fundamental change in the nature of the PHA's programs.

H. Exclusions:

A person with a disability may be excluded when a person's tenancy would pose a direct threat to others, the person's own health or safety, or would result in substantial physical damage to the property of others or if the person is not "otherwise qualified" for housing.

I. Undue Hardship:

Means significant difficulty or expense.

IV. Communication

The PHA shall make reasonable accommodations to communicate with applicants, public housing residents, 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, note takers or telecommunication devices for deaf persons. The PHA is not required to provide devices that are of a personal nature or that are prescribed or for personal use or study.

The PHA shall give consideration to the accommodation requested by the individual with the disability.

The PHA is not required to provide an accommodation that would fundamentally change the nature of the program or activity or result in an undue financial or administrative burden.

V. Application Process

During the application process, the PHA may ask all applicants the same questions. An applicant is not required to talk about a disability, but may be asked to verify a disability if the applicant asks for a reasonable accommodation. The PHA shall not assume that a person has a disability.

An applicant may refuse to explain negative information because it may reveal the existence, nature or severity of a disability. The applicant has the right not to talk about the disability. However, the PHA retains the right to deny admission because of the negative information.

If an applicant requests a reasonable accommodation, the applicant has the burden to show that the accommodation is likely to enable the applicant to comply with the Dwelling Lease and that the applicant will accept supportive services or attend a self-help group or rehabilitation program if the applicant's history warrants. The PHA may make it a condition of an applicant's admission to accept such services or attend a self-help group or rehabilitation program.

Although the PHA may not amend the lease or program to require the person to accept such services, it may deny admission if the rejection of the services may result in conduct that violates the lease or program rules. After admission, the PHA may not make it a condition of the tenancy that the tenant use the services or attend a program, but it may evict if the tenant violates the lease or program rules. For example, the PHA may not evict a tenant for not taking a medication, but may evict the tenant for conduct or behavior resulting in serious or repeated lease violations, regardless of the reason, including if such conduct or behavior is the result of not taking the medication.

VI. Physical Assessability

To the maximum extent practicable, the PHA's buildings will be physically accessible and usable by disabled persons where a physical accommodation is reasonable. A physical accommodation is reasonable if it does not cause an undue financial or administrative burden or fundamentally change the nature of the program. Since financial situations are not static, a cost base analysis should be done for each physical accommodation request.

Cost base factors include but are not limited to the type of accommodations, cost, the size of the PHA's overall housing business, number of units, type of units, budget, expenses and ability to recoup the cost.

Alterations in new construction shall comply with federal and state law and regulations.

If a physical accommodation is an undue financial or administrative burden, the PHA may provide for program access at a different accessible location, if it would not fundamentally change the nature of the program.

VII. Barrier-Free Units

The PHA will comply with accessibility standards as provided in all applicable laws and regulations.

VIII. Accessible Units For Hearing And Sight-Impaired

The PHA may modify units to reasonably accommodate residents with hearing or sight impairments when the modification does not create an undue financial or administrative burden or fundamentally alter the nature of the program or activity.

IX. Barrier-Free Common Areas And Non-Dwelling Areas

It is the PHA's goal to achieve barrier free common areas and non-dwelling areas as follows:

- A.** Non-dwelling areas within a building which are not accessible will be modified to meet accessibility requirements when the building receives comprehensive modernization.
- B.** Non-dwelling areas which are not barrier free will be modified to meet accessibility requirements when the building undergoes comprehensive improvement.

X. Transfer To A Barrier-Free Unit

To satisfy a reasonable accommodation, a resident may transfer to a barrier-free unit in priority as follows:

- A.** First, the unit shall be offered to a resident of another unit in the same project or comparable projects under common control.
- B.** Second, the resident will be offered a barrier free unit in any building, if available. If a unit is not available, the resident will be placed on a waiting list for a reasonable period of time.
- C.** Third, the resident's existing unit may be modified to meet the needs of the resident, provided that the modifications do not create an undue financial or administrative burden or fundamentally alter the nature of the programs or activities.
- D.** Fourth, the resident will be offered a Section 8 voucher

XI. Disabled Applicants On The Waiting List

A disabled applicant who is qualified and who needs a barrier-free unit, shall be offered a unit as follows:

- A.** When the qualified applicant is at the top of the waiting list and a barrier-free unit is available and no tenant with a disability in the building needs such a unit.
- B.** If a barrier-free unit becomes available and the applicant at the top of the waiting list does not need a barrier-free unit and no tenant in the building needs such a unit, the unit will be offered to the next qualified applicant needing a barrier-free unit.
- C.** If a barrier-free unit becomes available and no applicant with a disability is on the waiting list, and no tenant in the building needs such a unit, the unit will be offered to the qualified applicant next on the waiting list. However, if the barrier-free unit is needed for an applicant or resident, the non-disabled resident in the unit shall vacate and move to another suitable and available unit.

XII. Program Accessibility

The PHA will make reasonable accommodations for qualified persons with disabilities to have access and use its programs provided that the accommodation does not create an undue financial or administrative burden or fundamentally alter the nature of the program. Except when necessary to maintain the fundamental nature of the program, the PHA will not use eligibility criteria that adversely impact on disabled persons.

XIII. Housing Vouchers

When issuing a housing voucher to a family with a disabled person, the PHA shall include a current listing of available units known to it, and, if necessary, otherwise assist the family in locating an available accessible dwelling unit. The PHA shall consider the special problems of a disabled person in locating accessible housing when considering requests for extensions of housing certificates or housing vouchers.

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

XIV. A Disabled Person's Compliance With The PHA'S Rules, Policies or Procedures

A reasonable accommodation may include an exception to the PHA'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, the PHA may have to reinstate the person's status. This may include reinstating the person to a waiting list at an original spot or abandoning termination or eviction procedures. However, the accommodation is unreasonable if it imposes an undue financial or administrative hardship or fundamentally changes the nature of the program.

If an accommodation provided in the past has failed, the PHA is not required to offer the same accommodation unless the person can show new circumstances as to why the accommodation will likely work in the future.

An exception to the PHA'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 conduct or behavior that violates the lease or program rules continues, the PHA may take the same action as it would with a person without a disability.

A person with a disability is required to show documentation of the disability and the need for the accommodation. Without such documentation, the PHA need not offer an accommodation.

XVI. Grievances or Complaints

Grievances or complaints of applicants for, or residents of, public housing or applicants for or participants in the Section 8 program shall be processed in accordance with the procedures adopted by the PHA in its Public Housing Admission and Occupancy Policies or its Section 8 Admission and Occupancy Policies, whichever is applicable.

Appendix H

Public Housing Hi-Rise Smoking Policy

I. Public Housing Hi-Rise Smoking Policy

In the interests of providing a healthful living and working environment for PHA residents, staff and others in the hi-rises, smoking is permitted only in residents' apartments and outside the buildings.

Smoking is not permitted in the common areas, including community rooms, foyers, lobbies, hallways, public restrooms, laundry rooms and all other indoor areas other than residents' apartments. This policy shall be incorporated in the lease for hi-rise residents.

This policy is effective May 1, 2000.

APPENDIX I

RESIDENT INITIATIVES POLICIES

ANTI-DRUG STRATEGY/SECURITY POLICY HOMEOWNERSHIP OPPORTUNITIES POLICY RESIDENT PARTICIPATION/MANAGEMENT POLICY ECONOMIC DEVELOPMENT/SELF-SUFFICIENCY

These Resident Initiatives Policies were approved by the PHA Board of Commissioners on March 17, 1993.

ANTI-DRUG STRATEGY/SECURITY POLICY

The Public Housing Agency of the City of St. Paul is committed to working with residents of public housing, local officials, law enforcement agencies, and other public, private and nonprofit partners to eliminate drugs and associated criminal behavior on PHA properties and provide a secure and positive environment for residents. Anti-drug strategies may also include surrounding neighborhoods when such activities there negatively affect the quality of life for public housing residents.

A. Goals for the anti-drug strategy/security policy include:

1. Providing safe and secure neighborhoods in PHA developments by preventing and eliminating drug related criminal activities there;
2. Ensuring the availability of and access to anti-drug youth programs;
3. Providing opportunities for resident participation in the implementation of drug elimination grants;
4. Ensuring availability of preventive drug education and referrals for drug treatment; and
5. Influencing the development of and complying with federal, state and local policies regarding drug use or trafficking.

B. Program objectives include:

1. Monitoring police responsiveness to public housing requests for service and documenting enforcement of anti-drug laws in and around public housing;
2. Securing and coordinating necessary police protection and other drug elimination and educational programming for youth and adults residing in public housing;
3. Forming partnerships with social service agencies to provide treatment, education and anti-drug programs/activities;
4. Enforcing lease policies prohibiting drug use or trafficking and related criminal activities; and
5. Facilitating the active involvement of residents through
 - a) resident councils' participation and

- b) the formation of an advisory council in the development and implementation of drug elimination grants.
- C. Current and proposed activities which will help the PHA achieve these goals and objectives include:
 - 1. Maintaining "A Community Outreach Policing Program" (ACOP) at the PHA's four family developments;
 - 2. Maintaining a Drug Elimination Programs Coordinator position, through PHDEP funding, and a PHA Drug Elimination Programs Work Group to:
 - a) monitor effectiveness of anti-drug strategy programming and funding,
 - b) ensure resident participation in these efforts,
 - c) apply for funding of drug elimination and related youth activities (e.g. PHDEP and Youth Sports), and
 - d) coordinate the PHA's compliance with anti-drug laws and regulations;
 - 3. Providing space at the PHA owned community centers to ensure resident access to anti-drug and supportive programming offered by organizations that work in partnership with the PHA; and monitoring these programs;
 - 4. Identifying support organizations and programs, including drug prevention, parenting assistance, and drug treatment activities and posting availability of these services on community bulletin boards, distributing this information at resident council meetings, and maintaining a directory of resources for resident referrals;
 - 5. Supporting resident activities relating to security and crime prevention;
 - 6. Supporting youth services and recreational opportunities that provide positive alternatives to drug and gang related criminal activities;
 - 7. Recruiting residents to participate in a drug elimination advisory council and providing training and support to these residents; providing information and soliciting resident input at council meetings;
 - 8. Vigorously enforcing lease provisions relating to serious criminal behavior by residents or their guests; and
 - 9. Declaring the areas around PHA properties to be "Drug-Free Zones" under state law.

HOMEOWNERSHIP OPPORTUNITIES POLICY

The PHA recognizes homeownership as an important opportunity for residents striving to have more control over their own lives. Achieving this "American dream" means having a significant asset for most families. Equally important, this opportunity may also foster increased self-esteem and economic responsibility. The PHA will aggressively pursue and support viable homeownership options and programs that address barriers to this goal for public housing residents.

A. Goals for the homeownership opportunities policy include:

1. Identifying low income homeownership options;
2. Providing homeownership options through PHA supported and/or endorsed programs; and
3. Ensuring resident awareness of low-income homeownership programs.

B. Program objectives include:

1. Acquiring information on federal, state and local low income homeownership programs;
2. As financially feasible, maintaining the PHA funded HOME Homeownership program;
3. Endorsing programs that offer comprehensive eligibility counseling and planning to ensure successful homeownership; and
4. Promoting homeownership programs for public housing residents.

C. Activities to help achieve these homeownership opportunities goals and objectives include:

1. Participating with the St. Paul Family Housing Fund in financially supporting the PHA HOME Homeownership program; monitoring this program;
2. Providing resident councils with information about federally supported homeownership options;
3. Periodically presenting information on the HOME Homeownership program to family resident councils; and
4. Posting information in the communities about homeownership choices, financial counseling availability, and other supportive programs to address ownership barriers.

RESIDENT PARTICIPATION/MANAGEMENT POLICY

Resident participation/management is embraced by the St. Paul PHA as an important strategy for sound operational management and resident empowerment. The PHA is committed to resident involvement in housing planning, policy development and program implementation. Whenever possible, the PHA will provide technical assistance and other resources to educate, coach, mentor, and otherwise offer support for resident participation and management opportunities.

A. Goals of the Resident Participation/Management Policy are:

1. Provide meaningful opportunities for resident involvement in the decision making process;
2. Identify, coordinate, and provide, as feasible, technical assistance for resident management initiatives;
3. Assist in securing financial resources to develop resident capacity; and
4. Comply with all applicable federal, state and local directives.

B. Objectives to achieve these goals include:

1. Regularly scheduling meetings with resident councils to solicit input into programming and funding decisions;
2. Staffing all resident council meetings to ensure information dissemination and understanding of resident concerns;
3. Identifying and recruiting residents for leadership positions in the broader community;
4. Researching funding availability and assisting in application(s) preparation; and
5. Training resident organizations on management principles and related rules and regulations.

C. Activities for resident participation/management will include:

1. Staffing monthly resident council meetings and providing presentations on special topics and policy issues;
2. Providing orientations for council officers on how to develop agendas, conduct meetings, notify the community about meetings, etc.;
3. Soliciting and incorporating resident comments for federal and other funding applications such as the Comprehensive Grant Program, Public Housing Drug Elimination Program, Youth Sports, etc.; responding to resident comments in the development of such applications;
4. Ensuring technical assistance support to resident organizations wishing to compete for such funding as the Resident Management Technical Assistance Program; continuing to provide guidance and training if applications are awarded;
5. Securing resident involvement in work groups and special advisory councils, such as A Community Outreach Policing Program (ACOP), to give direction to program development and implementation;

6. Maintaining two seats on the PHA Board of Commissioners for residents: one for a family representative and one for a hi-rise representative, in accordance with State law;
7. Examining resident council management of the PHA owned community centers;
8. In concert with organizations serving the greater community, identifying resident volunteer opportunities and positions on such boards and committees as Head Start, District Planning Councils, Ramsey Action Program area councils, Girl Scouts/Boy Scouts, etc.; and
9. To the greatest extent feasible, annually allocating PHA funding to each resident council.

RESIDENT ECONOMIC DEVELOPMENT/SELF-SUFFICIENCY POLICY

The Public Housing Agency of the City of Saint Paul (PHA) recognizes that people living in public housing want to be self-sufficient and will pursue opportunities which assist them in reaching this goal. The PHA will encourage and support residents' efforts by ensuring that programs and activities which promote economic development and self-sufficiency for public housing residents are available and the barriers to resident participation are minimized. The Agency will commit its available resources to developing new programs and supporting existing programs. Such programs and activities will be developed and operated in partnership with residents and other community agencies and organizations to better answer residents' needs and wants and to utilize community resources.

A. Goals for the resident economic development and self-sufficiency policy include:

1. Creating and promoting opportunities to enable residents to have economic choices;
2. Increasing residents' self-esteem through meaningful work;
3. Increasing residents' earning capacity by developing skills, identifying and removing barriers to employment, and promoting long-term employment;
4. Affirming the value of economic and personal self-sufficiency.

B. Program objectives include:

1. Providing educational and job training opportunities, with case management oversight whenever feasible;
2. Promoting the creating of jobs;
3. Promoting contracting opportunities for resident-owned businesses;
4. Promoting peer role models through resident employment successes;
5. Working in partnerships with residents, social service agencies, self-sufficiency support organizations, public and private industries to identify and eliminate barriers to self-sufficiency and economic development opportunities.

C. Activities to help achieve these resident economic development and self-sufficiency goals and objectives include:

1. Posting job openings at Management Offices and Community Centers;
2. Creating a "Support For Training And Employment Program" (STEP) in partnership with St. Paul Public Schools to provide job motivational training, case management, referral to needed support organizations, and job placement assistance for residents;
3. Developing and promoting a "Step-UP" Program with public and private industries and the non-profit sector;
4. Collaborating with private industries, trade councils, and self-sufficiency organizations in the development, promotion, and placement of residents in jobs;

5. Where possible, providing space at PHA-owned properties for social service and support organizations that assist in removing barriers to resident self-sufficiency and promote their programs. Programs include English As A Second Language, General Equivalency Diploma, counseling, food and nutrition, health and wellness clinics, early childhood and pre-school, and tutoring. Identify and promote other supportive programs available to low-income persons;
6. Identifying and, in partnership with local institutions, developing technical and vocational training opportunities to promote jobs skills and create self-employment options;
7. Forging partnerships with residents, educational institutions, jobs and training organizations, and human services agencies to achieve opportunities for meaningful employment;
8. Supporting and complying with Federal, State and local initiatives in the areas of resident employment and self-sufficiency;
9. Coordinating programs such as Congregate Housing Services Program (CHSP) and Assisted Living Program in PHA hi-rises;
10. Facilitating delivery of supportive services for elderly and special needs populations. Services include, but not limited to, counseling, meals, health and wellness, financial management.

APPENDIX J

LIMITED ENGLISH PROFICIENCY (LEP) PLAN

Approved by PHA Board of Commissioners April 27, 2005

I. PLAN STATEMENT

The Public Housing Agency of the City of Saint Paul (PHA) has adopted this plan to provide meaningful access to its programs and activities by persons with Limited English Proficiency (LEP). In accordance with federal guidelines the PHA will make reasonable efforts to provide or arrange free language assistance for its LEP clients, including applicants, recipients and/or persons eligible for public housing, Section 8/ Housing Choice Vouchers, homeownership and other PHA programs.

II. MEANINGFUL ACCESS; FOUR-FACTOR ANALYSIS

Meaningful access is free language assistance in accordance with federal guidelines. The PHA will periodically assess and update the following four-factor analysis, including but not limited to:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by the PHA.
2. The frequency with which with LEP persons using a particular language come into contact with the PHA.
3. The nature and importance of the PHA program, activity or service to the person's life.
4. The PHA's resources and the cost of providing meaningful access. Reasonable steps may cease to be reasonable where the costs imposed substantially exceed the benefits.

III. LANGUAGE ASSISTANCE

1. 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 a Limited English Proficient (LEP) person and may be entitled to language assistance with respect to PHA programs and activities.
2. Language assistance includes interpretation, which means oral or spoken transfer of a message from one language into another language; and/or translation, which means the written transfer of a message from one language into another language. The PHA will determine when interpretation and/or translation are needed and are reasonable.
3. PHA staff will take reasonable steps to provide the opportunity for meaningful access to LEP clients who have difficulty communicating in English. If a client asks for language assistance and the PHA determines that the client is an LEP person and that language assistance is necessary to provide meaningful access, the PHA will make reasonable

efforts to provide free language assistance. If reasonably possible the PHA will provide the language assistance in the LEP client's preferred language.

The PHA has the discretion to determine whether language assistance is needed, and if so, the type of language assistance necessary to provide meaningful access.

The PHA will periodically assess client needs for language assistance based on requests for interpreters and/or translation, as well as the literacy skills of clients.

4. Translation of Documents

- a. The PHA will weigh the costs and benefits of translating documents for potential LEP groups, considering the expense of translating the documents, the barriers to meaningful translation or interpretation of technical housing information, the likelihood of frequent changes in documents, the existence of multiple dialects within a single language group, the apparent literacy rate in an LEP group and other relevant factors. The PHA will undertake this examination when an eligible LEP group constitutes 5 percent of an eligible client group (for example, 5 percent of households living in the PHA's public housing) or 1,000 persons, whichever is less.
- b. If the PHA determines that translation is necessary and appropriate, the PHA will translate the public housing lease and selected mailings and documents of vital importance into that language.
- c. As opportunities arise, the PHA may work with other housing authorities to share the costs of translating common documents, which may include language groups which do not (yet) reach the threshold level in the PHA's client population.
- d. HUD should provide prototype translations of standard housing documents in multiple languages in a timely fashion. HUD should provide this service to local housing authorities and the hundreds or thousands of other HUD grantees whose limited resources hinder their LEP efforts.
- e. The PHA will consider technological aids such as Internet-based translation services which may provide helpful, although perhaps not authoritative, translations of written materials.

5. Audiovisual Materials

- a. The PHA will use reasonable efforts to produce or obtain multiple translations of audiovisual materials it uses to inform or educate applicants, residents and other client groups. For example, the training video on housekeeping produced by PHA staff has four language options.
- b. The PHA will make such materials available for purchase by housing agencies and other organizations, to assist them in their LEP efforts.

6. Formal Interpreters

- a. When necessary to provide meaningful access for LEP clients, the PHA will provide qualified interpreters, including PHA bilingual staff and contract vendors. At important stages that require one-on-one contact, written translation and verbal interpretation services will be provided consistent with the four-factor analysis used earlier.
- b. The PHA may require a formal interpreter to certify to the following:
 - i. The interpreter understood the matter communicated and rendered a competent interpretation.
 - ii. The interpreter is covered by the Minnesota Government Data Practices Act and will not disclose non-public data without written authorization from the client.
- c. Formal interpreters shall be used at the following:
 - i. Formal hearing for denial of admission to public housing;
 - ii. Informal settlement conferences and formal hearing for termination of public housing;
 - iii. Hearings or conferences concerning denial or termination of Housing Choice Voucher (Section 8) participation.
- d. A PHA staff interpreter may not be a subordinate to the person making the decision.
- e. The PHA maintains a list of qualified, bilingual employees who have applied for, and tested for proficiency in languages used by clients. Those employees receive additional compensation for demonstrating non-English language proficiency and can provide limited assistance to PHA staff and LEP clients as part of their regular job duties.

7. Informal Interpreters

- a. Informal interpreters may include the family members, friends, legal guardians, service representatives or advocates of the LEP client. PHA staff will determine whether it is appropriate to rely on informal interpreters, depending upon the circumstances and subject matter of the communication. However in many circumstances, informal interpreters, especially children, are not competent to provide quality and accurate interpretations. There may be issues of confidentiality, competency or conflict of interest.
- b. An LEP person may use an informal interpreter of their own choosing and at their expense, either in place of or as a supplement to the free language assistance offered

by the PHA. If possible, the PHA should accommodate an LEP client's request to use an informal interpreter in place of a formal interpreter.

- c. If an LEP client prefers an informal interpreter, after the PHA has offered free interpreter services, the informal interpreter may interpret. In these cases the client and interpreter should sign a waiver of free interpreter services.
- d. If an LEP client wants to use their own informal interpreter, the PHA reserves the right to also have a formal interpreter present.

8. Outside Resources

- a. Outside resources may include community volunteers, PHA residents or Housing Choice Voucher/Section 8 participants.
- b. Outside resources may be used for interpreting services at public or informal meetings or events if a timely request has been made.
- c. The PHA maintains relationships with mutual assistance associations (MAA's) and other organizations that assist specific cultural and ethnic groups living in St. Paul. To help their clients obtain or keep housing assistance through the PHA, these organizations may provide qualified interpreters for LEP persons.

VI. MONITORING

- 1. The PHA will review and revise this LEP Plan from time to time. The review will include:
- 2. Reports from the PHA's computer business systems on the number of PHA clients who are LEP, to the extent that the software and staff data entry can provide such information. Such reports may be supplemented by staff observations.
- 3. Reports from the computer business systems and other sources listing the languages used by LEP clients.
- 4. A determination as to whether 5 percent or 1,000 persons from a PHA client group speak a specific language, which triggers consideration of document translation needs as described above.
- 5. Analysis of staff requests for contract interpreters: number of requests, languages requested, costs, etc.
- 6. The Resident Advisory Board (RAB) will be asked to review the LEP Plan annually as part of updating the Agency Plan.

VII. LEP PLAN DISTRIBUTION AND TRAINING

The LEP Plan will be:

1. Distributed to all PHA supervisors.
2. Available in PHA Management Offices and the Rental Office/Section 8 Office.
3. Posted on PHA's website, www.stpaulpha.org
4. Explained in orientation and training sessions for supervisors and other staff who need to communicate with LEP clients.

APPENDIX K

POLICY ON PROTECTIONS FOR VICTIMS OF DOMESTIC VIOLENCE ("VAWA POLICY")

Approved by PHA Board of Commissioners: April 25, 2007

I. Purpose

The Public Housing Agency of the City of Saint Paul (PHA) has adopted this policy in compliance with the "Violence Against Women and Justice Department Reauthorization Act of 2005" ("VAWA" or "the Act", P.L. 109-162), a federal law that provides protections for victims of domestic violence, dating violence and stalking. The PHA will comply with all applicable provisions of VAWA. This summary of VAWA protections is not intended to limit the rights of victims provided by the Act.

The PHA notes and supports the statements of Congressional purpose set forth in VAWA including those listed below (paraphrased from the statute).

The purpose of this subtitle (Title VI, Housing Opportunities and Safety for Battered Women and Children) is to

- Reduce domestic violence, dating violence, sexual assault and stalking; and protect victims of such criminal acts;
- Prevent homelessness caused by domestic violence;
- Create long-term housing solutions for victims of domestic violence;
- Build collaborations among victim service providers, homeless service providers, housing providers and housing agencies to address the housing needs of victims of domestic violence; and
- Enable public and assisted housing agencies, private landlords, private management companies and other housing providers and agencies to respond appropriately to domestic violence, while maintaining a safe environment for all housing residents.

II. Protection of Victims

- A. For the purpose of this policy, the term "domestic violence" encompasses acts or threats of domestic violence, dating violence, sexual assault and stalking, as those terms are defined in VAWA.
- B. VAWA protects qualified applicants or tenants and family members of applicants or tenants who are victims of domestic violence, dating violence, or stalking from being denied, evicted or terminated from housing assistance based solely on criminal acts of domestic violence against them. Criminal acts of domestic violence shall not be

considered “serious or repeated lease violations” by the victim or “criminal activity” by the victim that is grounds for termination of the lease or of housing assistance.

- C. VAWA protections are available to both applicants for and recipients of housing assistance through the Public Housing program and Section 8 rent assistance programs, including tenant-based Housing Choice Vouchers (HCV) and Project-Based Vouchers (PBV).
- D. VAWA protects both women and men who are victims of domestic violence.
- E. The protections provided by VAWA and this policy are to be observed and enforced by all PHA staff, individuals and agencies contracting with the PHA, and property owners participating in the Section 8 Housing Choice Voucher or Project-Based Voucher programs.
- F. VAWA does not limit the authority of the PHA or a property owner or manager, when notified, to honor court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.

III. Certification

- A. PHA May Request Certification. If an applicant, public housing resident or voucher participant claims protection under VAWA against denial of an application, termination of tenancy or assistance, or other adverse action, the PHA may require the person who claims the VAWA protections to deliver a signed certification or other documentation concerning the incident or incidents. If the person does not deliver this certification within the time allowed, he or she will lose the legal protections under VAWA.
- B. Acceptable Forms of Certification. There are three ways to comply with a certification request by the PHA:
 - i. Complete a certification form approved by HUD (Form HUD-50066 or other approved form);
 - ii. Provide a police report or court record;
 - iii. Provide a document signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking.
- C. Self-Certification; Request for Additional Information. The PHA may accept self-certification by the person claiming to be a victim within the protection of VAWA. If the PHA has reason to believe the information provided in the certification is inaccurate

or incomplete in material respects, the PHA may request additional information, also certified or attested.

- D. **Perjury.** The certification must state that the victim and any other person signing it or providing documentation are doing so under penalty of perjury (28 U.S.C. 1746).
- E. **Time limit.** The applicant, public housing resident or voucher participant must deliver the certification in one of these three ways within 14 business days after receiving the housing authority's request for certification.

IV. Confidentiality

Information provided by an applicant, resident or participant about an incident or incidents of domestic violence, dating violence or stalking involving that person or a member of the household will be held by the PHA in confidence and not shared without the consent of the person who provided the information, except that this information may be disclosed in an eviction proceeding or otherwise as necessary to meet the requirements of law.

- V. **Notices.** The PHA will provide notices explaining the VAWA protections to applicants for housing assistance (both Section 8 Housing Choice Vouchers and Public Housing), to public housing residents and Section 8 voucher participants, and to property owners participating in the voucher program.
- VI. **Leases; Bifurcation of Leases:** As required by VAWA, the public housing lease and the Section 8 lease addendum shall provide that the PHA or a property owner may bifurcate a lease to remove a household member who engages in criminal acts of physical violence against family members or others.

The PHA will revise the public housing lease to include provisions required by VAWA. For the interim period before the new lease can be signed by all tenants, the PHA will provide a lease addendum applicable to all leases. In the Section 8 HCV and PBV programs the PHA will require a new lease addendum, provided by HUD.

VII. Rights of PHA and Property Owners to Evict or Terminate Assistance

- A. **Eviction for reasons other than domestic violence.** VAWA specifically preserves the rights of the PHA and property owners to deny or terminate housing assistance to a victim of domestic violence for reasons other than the criminal activity related to the domestic violence, provided that no higher standard is applied.
- B. **Failure to Submit Certification After Request by PHA.** If the person claiming to be a victim within the protection of VAWA fails to deliver the certification or other documentation within 14 business days after receiving the PHA's request, that person loses the legal protections under VAWA.

- C. **Imminent and Actual Threat.** VAWA specifically preserves the rights of the PHA and property owners to evict or terminate from assistance any tenant or household member if the PHA or the owner or manager can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant is not evicted or terminated from assistance.

VIII. POLICY DISTRIBUTION AND TRAINING

This Policy will be included in the Admission and Occupancy Policies for the Public Housing Program as Appendix K and in the Admission and Occupancy Policies for the Section 8 Housing Choice Voucher Program as Appendix M. It will also be

1. Distributed to all PHA supervisors.
2. Available in PHA Management Offices and the Rental Office/Section 8 Office.
3. Posted on PHA's website, www.stpaulpha.org
4. Explained in orientation and training sessions for supervisors and other staff who have regular contact with applicants, public housing residents or Section 8 voucher participants.

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Utility Allowance Schedule

Effective at Annual Recertification of Occupancy beginning April 1, 2007

Effective 4/1/07 for new leases signed on or after April 1, 2007

Schedule “A”

BR UNIT SIZE	NUMBER EXPOSED WALLS	MN 1-1, 1-4/8A MCDONOUGH	MN 1-2 ROOSEVELT	MN 1-3, 1-8B/10 MT. AIRY	MN 1-5 SCATTERED SITES	MN 1-7 WEST SIDE DUPLEXES	MN 1-9 DUNEDIN
1	2		43.00				
1	3	73.00	54.00				
2	2	95.00	86.00	95.00			95.00
2	3	92.00	89.00	107.00		114.00	
2	4			119.00			
3	2	131.00	98.00	109.00			116.00
3	3	128.00	112.00	125.00	122.00	151.00	
4	2	153.00					122.00
4	3	143.00	130.00	142.00	157.00		
4a	4			205.00			
4b	4			158.00			
5	2	164.00		153.00			147.00
5	3	168.00		164.00	157.00		
5	4			186.00			

Schedule “B”

Development MN 1-	Category*	BR Size	Number of Outside Walls	Utility Allowance
31,32,33,34,35,37	A	3	4	163.00
30,31,32,33,34,37	A	4	4	176.00
32,34,37	A	5	4	184.00
34,37	A	6	4	232.00
31,32,33,34,35,37	B	3	4	149.00
30,31,33,34,35,37	B	4	4	153.00
23,29,33,34,35,37	B	5	4	183.00
35	B	6	4	210.00
32,34,35	C	3	3	129.00

* Category A = Two Story Homes, Story and One-Half
 B = Rambler, Split Entry, Split Level and Walkouts
 C = Duplexes, Double Bungalows

Utility Allowance Schedule

Effective at Annual Recertification of Occupancy beginning April 1, 2007

Effective 4/1/07 for new leases signed on or after April 1, 2007

Schedule “A”

BR UNIT SIZE	NUMBER EXPOSED WALLS	MN 1-1, 1-4/8A MCDONOUGH	MN 1-2 ROOSEVELT	MN 1-3, 1-8B/10 MT. AIRY	MN 1-5 SCATTERED SITES	MN 1-7 WEST SIDE DUPLEXES	MN 1-9 DUNEDIN
1	2		43.00				
1	3	73.00	54.00				
2	2	95.00	86.00	95.00			95.00
2	3	92.00	89.00	107.00		114.00	
2	4			119.00			
3	2	131.00	98.00	109.00			116.00
3	3	128.00	112.00	125.00	122.00	151.00	
4	2	153.00					122.00
4	3	143.00	130.00	142.00	157.00		
4a	4			205.00			
4b	4			158.00			
5	2	164.00		153.00			147.00
5	3	168.00		164.00	157.00		
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Development MN 1-	Category*	BR Size	Number of Outside Walls	Utility Allowance
31,32,33,34,35,37	A	3	4	163.00
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34,37	A	6	4	232.00
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23,29,33,34,35,37	B	5	4	183.00
35	B	6	4	210.00
32,34,35	C	3	3	129.00

* Category A = Two Story Homes, Story and One-Half
 B = Rambler, Split Entry, Split Level and Walkouts
 C = Duplexes, Double Bungalows