

DAKOTA COUNTY COMMUNITY
DEVELOPMENT AGENCY
FAMILY HOUSING PARTNERSHIP PROGRAM
ADMINISTRATIVE PLAN

Last Revised November 2014

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Part I

DEFINITIONS

Annual Income: Annual income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, 18 years of age and older including all net income derived from assets, for the 12 month period following the effective date of certification, exclusive of income as defined in Part I. Annual income includes, but is not limited to, the following:

- A. The full amount, before any payroll deductions, of wages and salaries, including compensation for overtime and other compensation for personal services (such as commissions, fees, tips, and bonuses).
- B. Net income from operation of a business or profession. Expenditures for business expansion or capital improvements shall not be deducted to determine net income from a business. 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. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
- C. Interest, dividends, and net income of any kind from real or personal property. 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.
- D. The full amount received from social security, annuities, and periodic payments from insurance policies, retirement income, pensions, periodic benefits for disability or death, and other similar types of periodic receipts.
- E. IRA, Keough, and similar retirement accounts in which participation is voluntary but which the holder has access to the funds even though a penalty may be assessed. The expense of the penalty for withdrawing funds before maturity will be deducted.
- F. Company retirement and pension fund contributions which a person has access to without retiring or terminating employment.
- G. Payments in lieu of earnings, such as unemployment and disability compensation, workmen's compensation, and severance pay.
- H. Welfare assistance payments.

- I. Periodic and determinable allowances, such as child support, alimony and regular contributions or gifts, including amounts received from any person not residing in the dwelling, and including payments paid on behalf of the family, and non-cash contributions provided on a regular basis.
- J. All regular pay, special pay and allowances (such as longevity, overseas duty, rental allowances, allowances for dependents, etc.) of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse, or other person whose dependents are residing in the unit.
- K. Payments to the head of the household for support of a minor, or payments 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.
- L. All forms of student financial assistance (grants, scholarships, educational entitlements, work study programs, and financial aid packages) for students receiving Housing Choice Voucher assistance. This is true whether the assistance is paid to the student or directly to the educational institution.

For students receiving Housing Choice Voucher Assistance, all financial assistance a student receives (1) under the Higher Education Act of 1965, (2) from private sources, or (3) from an institution of higher education that is in excess of amounts received for tuition is included in annual income except if the student is over the age of 23 with dependent children or the student is living with his or her parent who are receiving Housing Assistance. This rule applies to both part-time and full-time students.

Annual income does not include:

- 1) Temporary, non recurring or sporadic income (including gifts);
- 2) Amounts that are specifically received for, or in reimbursement of, the cost of Medical Expenses for any family member.
- 3) Lump-sum additions to family assets, such as inheritances, insurance payments, (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses.
- 4) Deferred periodic payments of supplemental security income (SSI) and Social Security benefits that are received in a lump sum.
- 5) Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the Government to a veteran for meeting the costs of tuition, fees, books, and equipment, materials, supplies,

transportation and miscellaneous personal expenses of the student. Any amounts of such scholarships, or payments to veterans, not used for the above purposes that are available for subsistence is to be included in income.

- 6) The special pay to a Family member serving in the Armed Forces who is exposed to hostile fire.
- 7) Income from employment of children (including foster children) under the age of 18 years.
- 8) Payments received for the care of foster children or foster adults.
- 9) Income of a live-in aide.
- 10) Adoption assistance payments in excess of \$480 per adopted child.
- 11) Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
- 12) 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.
- 13) The earnings and benefits to any resident 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 U.S. Housing Act of 1937 (42 U.S.C. 1437 et seq.), or any comparable Federal, State or local law during the exclusion period.
- 14) Amount received:
 - a) Under training programs funded by HUD.
 - b) By a disabled person that is disregarded for a limited time for purposes of Supplemental Security income eligibility and benefits because they are set aside for use under a plan to attain self-sufficiency.
 - c) By a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program.
 - d) For a resident service stipend. A resident service stipend is a modest

amount (not to exceed \$200 per month) received by a public housing resident for performing a service for the PHA, on a part-time basis, that enhances the quality of life in public housing. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. 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. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by the Authority.
- 15) 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 1937 Act. The following types of income are subject to such exclusion:
- a) Relocation payments made under title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4621-4993);
 - b) The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 (7 U.S.C. 2011-2029);
 - c) Payments to volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C. 4951-4993);
 - d) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(a));
 - e) Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459(e));
 - f) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8621-8629);
 - g) Payments received from the Job Training Partnership Act (29 U.S.C. 1552(b));
 - h) Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-2504);
 - i) The first \$2,000.00 of per capita shares received from judgment funds

awarded by the Indian Claims Commission or the Court of Claims (25 U.S.C. 1407-1408), or from funds held in trust for an Indian Tribe by the Secretary of Interior (25 U.S.C. 117);

- j) Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 that are used to cover the cost of attendance at an educational institution (see 24CFR 215.1 (c)(6), 236.3(c)(6), 813.106 (c)(6), and 913.106(c)(6); and
- k) Payments received from programs funded under Title V of the Older Americans Act of 1965 (42 U.S.C.3056(f)).

If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a redetermination at the end of the shorter period.

- l) Payments received after January 1, 1989, from the Agent Orange Settlement or any other fund established pursuant to the "In Re Agent Orange" product liability litigation M.D.L. No. 381 (E.D.N.Y).
- m) Payments received under the Maine Indian Claims Settlement Act of 1990.
- n) The value of any child care provided or arranged (as any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 98589).
- o) Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32 (j)).
- p) Reparation payments made by foreign governments in connection with the Holocaust.

Dakota County Resident: An applicant who lives, works, is a full-time student, or has been notified that he or she is hired to work in Dakota County.

Dependent: A member of the family household (excluding foster children) other than the family head or spouse or live-in aide, who is under 18 years of age and lives in the household at least 50% of the time.

Executive Director: The Executive Director of the CDA.

Drug Related Criminal Activity: The illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use a controlled substance (as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802)

Head of the Household: The head of the household is the person who assumes legal and moral responsibility for the household.

CDA: CDA means Dakota County Community Development Agency, which has been hired by the Owner to manage the property.

Live-in Aide: A person who resides with an elderly, disabled, or handicapped person or persons and who:

- a. Is determined by the PHA to be essential to the care and well-being of the person(s);
- b. Is not obligated for support of the person(s); and
- c. Would not be living in the unit except to provide necessary supportive services.

LURA: Land Use Restriction Agreement (document which sets the precedent for the allocation of Tax Credits).

Net Family Assets: The net cash value after subtracting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment. In determining net family assets, the CDA shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition of 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 receives important consideration not measurable in dollar terms.

Owner: Each development which the CDA operates in accordance with this plan is owned by a separate limited partnership.

Rent: The term rent, as used herein, unless otherwise specified, shall mean the tenant rent.

Single Person: A person not legally married.

Spouse: The husband or wife of the head of the household.

Student: An individual who attends full-time (for a minimum of five months per calendar year) an educational organization which normally maintains a regular faculty and curriculum. In addition, individuals pursuing a full-time course of institutionally on-farm training under the supervision of an accredited agent of such educational organization, of a state or political subdivision of the state, are also deemed to be full-time students (Reg. 1.151-3(b)).

Tenant Rent: The amount payable monthly by the family as rent to the CDA for the use of the

dwelling unit and equipment.

Utilities: Water, electricity, gas, other heating, refrigeration, cooking fuels, trash collection, and sewerage services.

Veteran: Any person honorably discharged from Armed Forces of the United States who served in World War I between April 6, 1917, and November 11, 1918, both dates inclusive; or in World War II on or after December 7, 1941, until final cessation of all hostilities; or in the Korean Conflict, Lebanon Crisis, Berlin Crisis, Quemoy and Matsu, Taiwan Straits, Cuban Crisis, the Congo, the Dominican Republic and Vietnam. "Veteran" does not include a person listed and accepted for active training only for a period of six months or less.

Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments.

Part II

REASONABLE ACCOMMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the CDA housing programs and related services. When such accommodations are granted they do not confer special treatment or advantage for the person with a disability; rather, they make the program fully accessible to them in a way that would otherwise not be possible due to their disability. This section clarifies how people can request accommodations and the guidelines the CDA will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the CDA will ensure that all applicants/participants are aware of the opportunity to request reasonable accommodations.

Factor in Granting or Denying the Accommodation

- A.** Is the requestor a person with disabilities? For this purpose the definition of disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment. (The disability may not be apparent to others, i.e., a heart condition).

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the CDA will obtain verification that the person is a person with a disability.

- B.** Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the CDA will obtain documentation that the requested accommodation is needed due to the disability.
- C.** Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:
1. Would the accommodation constitute a fundamental alteration of the program scope or purpose? The CDA's business is housing. If the request would alter the fundamental business that the CDA conducts, that would not be reasonable. For instance, the CDA would deny a request to have the CDA do grocery shopping for the person with disabilities.

2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the CDA may request a meeting with the individual to investigate and consider equally effective alternatives.

Generally the individual knows best what they need; however, the CDA retains the right to be shown how the requested accommodation enables the individual to access or use the CDA's programs or services.

If more than one accommodation is equally effective in providing access to the CDA's programs and services, the CDA retains the right to select the most efficient or economic choice.

All decisions granting or denying requests will be in writing.

Part III

ELIGIBILITY REQUIREMENTS

A. Profile Requirements

All of the units are to be leased to families with children. Therefore, to be eligible for admission, an applicant must qualify as a family. A family consists of:

1. Two or more persons who have a stable family-type relationship; and one or more of such persons is a Dependent; or
2. Two or more persons who have a stable family-type relationship and expecting a child; or
3. A Single Person who is expecting a child.

B. Income Limits for Admission

To be financially eligible, the applicant's family must provide adequate evidence that the Annual Income (as defined in Part I, Item 1) for the 12 month period following occupancy is not anticipated to exceed 60% of the area median income adjusted by family size and 50% where the LURA sets such restrictions. (See Appendix A.)

C. Ability to Pay

CDA will not admit families who are not able to pay the "locally subsidized" rents pursuant to the Schedule of Rents. A family is determined to have the ability to pay if 50% of the families' monthly income is equal to or greater than the applicable "locally subsidized" rent and utilities.

D. Other Qualifications

1. CDA policy standards

In determining whether an applicant is qualified for admission, the CDA shall take into consideration the following policy standards.

- a. That admission to the program should not adversely affect the health, safety, welfare and peaceful enjoyment of other residents and neighbors; and
- b. That admission to the program should not adversely affect the property or physical environment created by the program; and

- c. That admission to the program should not threaten the economic stability of the program.

Provided, however, that in doing so the CDA does not warrant or guarantee the result of any background investigation or determination of admission resulting there from.

2. Factors to be considered

In determining whether admission of an applicant is consistent with the policy standards described in III. D. 1., above, one or more of the following factors, among others, may be taken into account.

- a. Non-payment of rent, or utilities, or other failure to pay other obligations;
- b. Evidence of previous actions causing disturbance to neighbors in or near places of residence;
- c. Evidence of previous destruction of property;
- d. A documented history of poor living or housekeeping habits;
- e. Evidence of the following criminal activity: (i) crimes of actual or threatened violence to persons or property, including previous criminal activity or acts of violence committed against CDA employees, property or tenants; (ii) such non-violent crimes relevant to the eligibility determination to be made in accordance with Section III. D. 1.
- f. Is subject to a lifetime registration requirement under any state's sex offender registration program. CDA staff will conduct a search of all adult members within a household at initial lease up and at annual recertification. The CDA must terminate the lease of a current resident who becomes subject to such registration.
- g. A record of any Drug Related Criminal Activity, as described in the Crime and Drug Free Housing Addendum to the CDA lease, or the allowance of drugs upon CDA property in contravention of Minnesota Statutes, Section 504.181;
- h. A record of lease violations or Section 8 program violations and/or excessive damages; and
- i. A record of conviction, termination for fraud, or evidence of a pending investigation for fraudulent activity against any federal, state or local housing assistance program, income assistance programs or private financial institution.

- j. Misrepresentation of information submitted to the CDA for purposes of determining preference of eligibility.

In considering the above-described factors, the CDA may also consider the nature and seriousness of the risk of admission to CDA tenants and property.

Any applicant determined to be ineligible shall be promptly notified by the CDA in writing, stating the reasons for such determination; provided, however, that unless the applicant can show that information relied upon by the CDA was incorrect, the CDA's determination of ineligibility shall for all purposes be final.

3. Information Sources to be Used

In investigating, reviewing and determining eligibility for admission, the CDA shall rely upon sources of information which may include, among others, CDA records, home visits and personal interviews with the applicant, credit checks, previous landlords, employers, family social workers, parole officers, clinics and physicians. Criminal records may be obtained from the Federal Bureau of Investigation, the Minnesota Bureau of Criminal Apprehension, county sheriffs, local chiefs of police or any other entity with access to local, state, and national criminal record repositories.

E. Eligibility for Continued Occupancy (Annual Re-examinations)

Eligibility for continued occupancy shall be determined for all tenants at their anniversary date once each year in accordance with established re-examination schedule. To be eligible for continued occupancy, the tenant must meet the requirements listed in Part VII, Item C.

Part IV

TENANT SELECTION AND ASSIGNMENT POLICIES

The Tenant Selection and Assignment Policies have been designed by the CDA to take into consideration the needs of individual families for low-income housing and the statutory purpose in developing and operating a socially and financially sound low-income housing program which provides a decent home and suitable living environment and fosters economic and social diversity in the tenant body as a whole.

A. The CDA shall not discriminate against any applicant because of race, color, creed, religion, sex, national origin, political or other affiliation, marital status, familial status as defined by MSA Section 363.01, Subd. 19, handicap, or source of income.

B. Tenant Selection and Assignment Plan

Each applicant shall be assigned his appropriate place on the waiting list in sequence based upon date and time his application is received, suitable type or size of unit, and factors affecting preference established by the CDA.

At a given time, the applicant first on the waiting list shall be offered a dwelling unit in accordance with the following plan:

1. If at the time the eligible applicant comes to the top of the waiting list and a unit is available, the applicant must accept the vacancy offered or be removed from the waiting list.
2. If the applicant is willing to accept the unit offered but is unable to move at the time of the offer, and presents clear evidence of his inability to move to the CDA's satisfaction, refusal of the offer shall be considered to be an allowable refusal and the applicant's name shall be by-passed on the waiting list.
3. Once an applicant accepts a unit offered to them by the CDA, the applicant's name will be rotated to the bottom of all other waiting lists that they wish to remain on.

C. Preference Factors in the Selection of Tenants for Family Housing

Within each preference factor as described, applicants will be placed on the waiting list and offered units according to date and time of application. The CDA in selecting eligible applicants to fill vacancies shall give consideration to the following factors in the order shown (also taken into consideration will be any restrictions required by the developments LURA):

1. Applicants who are currently CDA Public Housing, Senior Housing, or Lincoln Place tenants in good standing whom are income eligible and the CDA has

determined a transfer to a Family Partnership unit is warranted for reasons of hardship, disability, family size change, or other business reasons which cannot be readily accommodated under the Public Housing, Senior Housing, or Youth Supportive Housing program, as determined by the CDA Director of Property Management.

2. A Dakota County applicant whose income falls below 50% of area median income.
3. Dakota County applicant whose income falls below 60% of area median income.
4. A non-Dakota County applicant whose income falls below 50% of area median income.
5. A non-Dakota County applicant whose income falls below 60% of area median income.

D. Initial Occupancy Tenant Qualifications

At initial occupancy, the CDA will provide:

1. That all of the units (100%) are occupied by families which contain at least one individual who is under eighteen (18) years of age, and is also not a head or co-head of the household, married, or a live-in attendant; (with the exception of 1-bedroom handicap accessible units where occupancy allows for a single person household) and
2. All of the units (100%) are occupied by families which have a gross family income of less than sixty percent (60%) of the county or State of Minnesota non-Metro median income, which ever is greater, as defined by the United States Department of Housing and Urban Development, except when the LURA restricts occupancy to 50% of the area median income.

E. Reassignment or Transfers to Other Dwelling Units

Reassignment or transfers to other dwelling units shall be made without regard to race, color, or national origin as follows:

1. Tenants shall not be transferred to a dwelling unit of equal size within a project, except for alleviating hardships as determined by the Executive Director or his/her designee.
2. Transfers shall be made to correct over-crowding of a unit in accordance with the occupancy standards if an appropriate size dwelling unit becomes available within 12 months of the change in the household composition. If the appropriate size unit does not become available within 12 months, the tenant will be given a notice to vacate.

3. In accordance with the Occupancy Standards tenants may request to be put on the waiting list for a different bedroom size in the project the tenant resides in, if they are eligible for that unit size. When they reach the top of the waiting list and they wish to accept the unit offered.
4. If it is determined that a tenant is in need of a handicapped accessible apartment, the tenant will be transferred at no cost to the tenant. Transfers of this type will take precedence over new admissions.
5. At the tenant's option, transfers shall be made if the family's composition and increase in the number of persons is such that, though not "overcrowded", occupancy standard criteria (Part IX of this Policy) numbers three or four would be violated if the transfer is not made. Transfers of this type can be made to any of the CDA's Family Partnership development locations, at the tenant option, and will take precedence over new admissions. The tenant will not be charged any turnover fee in such cases

Part V

SCHEDULE OF RENTS AND RENT COLLECTION POLICY

A. Schedule of Rents

1. The Tenant Rent for the CDA Family Housing Program establishes the level of rent the family is to pay. For all families the Tenant Rent will be the applicable rent limits for the federal low income tax credits less the utility allowance. (See Appendix B for current schedule of Tenant Rent). Tenants residing in Dakota County CDA's Family Housing may participate in a local subsidy program offered by Dakota County CDA if they do not participate in the Federal Section 8 Rental Assistance program. For all families participating in the local subsidy program, the current Total Tenant Payments are:

***See Appendices A & B for current rent and income limits.**

*This schedule may be re-determined by the Executive Director at which time it will automatically be amended.

B. Rent Collection Policy

1. Rents are due and payable on or before the first day of each month. Rents and other charges shall not be accepted in cash.
2. A Termination Notice for non-payment of rent will be sent to all tenants whose rent has not been paid in full by the 5th day of the month. A Late Rent Fee of 8% of overdue rent (with a minimum late fee of \$20.00 and a maximum late fee of \$40.00) will be charged in all instances where rent payment is not received by the 5th day of the month.
3. After the expiration of the notice to vacate, Eviction Action documents shall be prepared for any account still having a rent balance owing. The documents will then be presented to the Clerk of Court for filing. The Clerk of Court will assign a date, at least 7 days from the date of filing, for the Court hearing. Partial payment will not be accepted.
4. Receipt of a "Not Sufficient Funds" (NSF) check will be considered non-payment of rent and procedures outlined above will apply, including assessment of a late fee equaling 8% of overdue rent (with a maximum late fee of \$40.00) if acceptable payment is not received by the 5th day of the month. An additional \$20.00 NSF charge will be assessed.
5. A termination notice will be sent to those tenants where an eviction action has been filed on them two or more times in a twelve month period.

Part VI

ADDITIONAL CHARGES

A. Security Deposit

Each resident is required to pay a security deposit in an amount determined by the CDA. Such payment must be made prior to occupancy. The security deposit will be held until the resident lease end date and will be returned according to Minnesota Landlord and Tenant Statute Chapter 504.20, Subdivision 7A:

The security deposit may not be used to pay charges during occupancy. The amount of security deposit shall be equal to one month's gross rent. For those participants of Housing Assistance, a security deposit equal to one month's rent for the Family Townhome program will be required, as set forth annually by the Property Management department.

Part VII

RE-EXAMINATION OF TENANT ELIGIBILITY AND RENTAL ADJUSTMENTS

- A. As required by the law, the CDA will annually re-examine the status of each tenant family relating to eligibility for continued occupancy, the rent charge, and the size of the unit required. Such re-examination shall be made at least once each occupancy year.
- B. The CDA shall require a written Application for Continued Occupancy from each family, signed by the head of the family and any other member of household 18 years of age or older which will set forth in adequate detail all data and information necessary to enable the CDA to determine: (1) whether the family meets the requirements of eligibility for continued occupancy, (2) the rent to be charged, and (3) the size of the unit required.
- C. Tenants, at the time of application for continued occupancy, will be deemed ineligible by failure to meet any of the following:
 - 1. Tenants who have applied for continued occupancy and who are deemed to be ineligible for continued occupancy because of their breach of lease clauses shall be so advised in writing and their leases terminated pursuant to the terms and conditions of the lease.
 - 2. If, at any time, the tenant is ineligible due to over-crowding of the unit in accordance with the Occupancy Standards, the CDA will require the family to move within 12 months if the appropriate size dwelling unit does not become available.
 - 3. If the family composition changes such that there is no longer a Dependent, or former Dependent who is 21 years of age or younger living in the unit, the family may be given notice to vacate at the end of their lease term.
 - 4. Tenants whom are now subject to a lifetime registration requirement under the State sex offender registration program. All household members will be searched for on the Sex Offender Registry web site annually.
- D. Income will be reviewed each year at the time the annual re-examination of income is made to determine eligibility for continued occupancy. If, upon such income review, it is found that the rent being charged no longer conforms to the approved rent schedule, the rent will be adjusted accordingly and the new rent will be effective on the annual lease date.
- E. An addition of a person in the unit requires the CDA's advance review and written approval of the family's continued eligibility. The CDA will not approve the addition of a person to the unit within the first six months of occupancy if that additional person's income, together with the tenant's family income at admissions would have resulted in the family being ineligible for admission.

F. When any of the following circumstances occur, rent and income will be reviewed and rent adjusted in accordance with the Schedule of Rents.

1. Household Annual Income decreases to below 60% AMI maximum income adjusted for family size as contained in Appendix A.
2. An addition of a person in the unit, which also requires the CDA's review and approval of the family's continued eligibility.
3. There is a change in CDA policy or state or federal regulations which would require a rent review.

The CDA will only perform one special rent and income review in an annual lease term due to reductions in income. In no event shall rent be reduced below the minimum rents listed in the Schedule of Rents.

Increases in rent resulting from rent reviews are to be effective the first day of the second month following the change. Decreases in rent are to be effective the first day of the month following report and verification of the change.

G. If it has been determined that a tenant has misrepresented to Management the facts upon which the rent is based, so that the rent paid is less than should have been charged, then the increase in rent shall be made retroactive to the date the change should have been made. If Management determines that the tenant has gained admission or remained in occupancy in the CDA's project through the tenant's willful misrepresentation of income, assets, or family composition, Management may notify the tenant that the tenant has 30 days to find other housing and vacate the leased premises. Restitution of the difference must be paid in full within a time limit determined by the CDA.

H. If management determines that a tenant intentionally or deliberately misrepresented his/her income, assets, or family composition, the tenant will be given notice of eviction at the time the misrepresentation is discovered; whether the tenant is or is not eligible at the time the misrepresentation is discovered.

Part VIII

VERIFICATION OF APPLICANT'S STATEMENTS AND INCOME

All preference, income, and asset information for admission and continued occupancy will be verified by the CDA. Written inquiries will include a statement of the purpose of the inquiry and a statement signed by the applicant to permit the source to release information.

When an applicant or tenant reports annual income that appears to be less than adequate for the family's needs, or if the family appears to be eligible for income that is not reported to be received, (i.e., MFIP, welfare, unemployment compensation, child support, etc.) the absence of such income will be verified.

All verifications will be obtained within 120 days of initial lease date and for all subsequent reexaminations to ensure that current and accurate data are being used in calculating rents and eligibility.

Tenant files will contain documentation of all verifications.

- A. Applicants/tenants must furnish verification or provide authorization for the CDA to obtain verification from a third party of all statements regarding income and assets. Certification by signing the Application for Admission or the Application for Continued Occupancy will normally be considered sufficient verification for family composition.
- B. All income and assets will be verified at the time of admission and at each subsequent reexamination. Income will be verified verbally or in writing by a third party. If third party written verification is not possible, a review of documentation provided by the family such as benefit checks, income tax returns, benefit award letters, savings and checking account statements, estimated market value of real estate from tax statements, United States savings bond redemption values, and other supporting documents may be accepted. In cases where third party verification is not possible, the CDA will document the reason why another method was used. (United States Treasury checks will not be photocopied).
- C. The following statements will also be verified and documented in the tenant file:
 - 1. Age of family members when the sole factor determining eligibility is age.
 - 2. Non-economic selection criteria when information provides the basis for denial of eligibility based on the past conduct of the applicant or members of this or her family. (See Part III - eligibility requirements.)

Part IX

OCCUPANCY STANDARDS

In no event should waiver action be taken to assign smaller units to families than established in the following maximums:

In determining unit size, the following criteria will be used:

1. Spouses, co-heads (couples) and related adults of the same sex will be required to share a bedroom.
2. Children of the same sex will be required to share a bedroom.
3. No more than two persons shall occupy the same bedroom.
4. Children of opposite sexes, persons of different generations and unrelated adults may, but would not be required to share a bedroom.

The relationship, age, sex, health and handicap of the members of the family shall be taken into consideration in assigning unit sizes.

These principles result in the following standards:

Number of Bedrooms	Minimum Number of Persons	Maximum Number of Persons
1	1	2
2	2	4
3	3	6

Within these limits, families will be allowed to choose the unit size that best meets their family composition.

Part X

COMPANION/SERVICE ANIMAL POLICY

This section applies to residents who have an authorized companion/service animal.

1. Residents will be allowed a maximum of one animal.
2. Wild, undomesticated, vicious, destructive, or uncontrollable animals of any type shall not be permitted.
3. Residents with an authorized animal will receive a copy of the CDA's animal rules.
4. Each adult member of a household will sign an authorized animal lease addendum.
5. Any damages caused by the authorized animal will be the responsibility of the resident
6. All animals will be spayed or neutered and will provide proper documentation to the CDA.
7. All cats will have their front paws declawed.
8. The resident will provide documentation upon receiving the animal and each year thereafter of the animal's rabies vaccination.
9. Resident agrees to supply the CDA with at least 2 alternate households where the animal can be cared for in the event of an emergency.

Part XI

LEASING

- A. Prior to admission, a lease shall be signed by the family head and, if applicable, any other member household 18 years of age and older and executed by the CDA.
- B. The lease is to be current at all times and must be compatible with CDA policies as well as state and federal law.
- C. Notices of Rent Adjustments which are issued to amend the dwelling lease need only be signed by the CDA.
- D. Any modifications of the lease must be accomplished by a written rider to the lease signed by the CDA.

Part XII

LEASE TERMINATIONS

- A. The tenant may terminate the lease by providing the CDA with sixty days written notice as defined in the lease agreement.
- B. The lease may be terminated by the CDA at any time by the giving of written notice for good cause such as but not limited to chronic rent delinquency, failure to pay service charges, serious or repeated interference with the rights of other tenants or neighbors, serious or repeated damage to the lease premises, creation of physical or health hazards, failure to fulfill tenant obligations set forth in the lease, or for serious or repeated violations of the terms of the lease, violation of Federal, State or local law, or for other good cause.

If the CDA terminates the lease, written notice will be given as follows:

1. In the case of failure to pay rent Part V, Section B, 3 will be applicable.
2. A reasonable time prior to termination commensurate with the urgency of the situation in the case of creation or maintenance of a threat to the health or safety of other tenants or CDA employees or the safety of the premises.
3. At least thirty (30) days prior to termination in all other cases.

Appendix A

2013 HTC Income & Rent Limits

(Effective 1/1/2013)

Sites include: Carbury, Cedar Valley, Chasewood, Country Lane, Erin Place, Glenbrook, Heart of the City, Hillside Gables, Lafayette, Marketplace, Meadowlark, Oak Ridge, Parkside, Pleasant Ridge, Prairie Crossing, Twin Ponds I, Spruce Pointe, & West Village

# in Household	50%	60%
1	\$29,400	\$35,280
2	\$33,600	\$40,320
3	\$37,800	\$45,360
4	\$42,000	\$50,400
5	\$45,400	\$54,480
6	\$48,750	\$58,500

HTC Rent Limits

BR Size	50%	60%
1 br	\$787	\$945
2 br	\$945	\$1,134
3 br	\$1,092	\$1,311

Sites include: Quarry View & Twin Ponds II

# in Household	50%	60%
1	\$29,400	\$35,280
2	\$33,600	\$40,320
3	\$37,800	\$45,360
4	\$41,950	\$50,340
5	\$45,350	\$54,420
6	\$48,700	\$58,440

HTC Rent Limits

BR Size	50%	60%
1 br	\$787	\$945
2 br	\$945	\$1,134
3 br	\$1,092	\$1,309

Sites include: Northwood

(all HOME units for every site must meet these income guidelines as of 3/15/13)

# in Household	50%	60%
1	\$28,850	\$34,620
2	\$32,950	\$39,540
3	\$37,050	\$44,460
4	\$41,150	\$49,380
5	\$44,450	\$53,340
6	\$47,750	\$57,300

HTC Rent Limits

BR Size	50%	60%
1 br	\$772	\$927
2 br	\$926	\$1,111
3 br	\$1,070	\$1,284

2013 HTC Minimum Income Limits

(Effective 3/1/2014)

Bedroom Size	Rent	Minimum Income Calculation	Minimum Income
1 br	\$590	$590+60 = 650 \times 2 = 1300 \times 12 = 15,600$	\$15,600
2 br	\$655	$655+85 = 740 \times 2 = 1480 \times 12 = 17,760$	\$17,760
3 br	\$710	$710+106 = 816 \times 2 = 1632 \times 12 = 19,584$	\$19,584

Heart of the City has several 2 & 3 BR units that cost \$20 more per month!

Appendix B
RENT SCHEDULE FOR FAMILY PARTNERSHIPS DEVELOPMENTS

<u>Bedroom Size</u>	<u>Locally Subsidized</u>	<u>Tax Credit Rent</u>	<u>Unassisted Rent</u>
Oak Ridge & Erin Place– EAG, Glenbrook & Chasewood – AV, Spruce Pointe & Lafayette – IGH, Cedar Valley, Country Lane, & Meadowlark - LK, Hillside Gables – MH.			
1 bedroom	\$590	\$885	\$730
2 bedroom	\$655	\$1049	\$890
3 bedroom	\$710	\$1205	\$1188
Parkside – BV			
2 bedroom	\$655	\$1049	\$891
3 bedroom	\$710	\$1205	\$1190
Heart of The City - BV			
1 bedroom	\$590	\$885	\$730
2 bedroom	\$655-\$675	\$1049	\$890
3 bedroom	\$710-730	\$1205	\$1190
Prairie Crossing – LV			
2 bedroom	\$655	\$1049	\$890
3 bedroom	\$710	\$1205	\$1188
Hastings, Rosemount, Farmington			
1 bedroom	\$590	\$885	\$646
2 bedroom	\$655	\$1049	\$818
3 bedroom	\$710	\$1205	\$1115

At annual recertification, families whose gross income exceeds 60% AMI annually are charged an additional \$200 per month above the applicable subsidized rent amount at all Family Partnership Developments.

Notes:

- Locally Subsidized Fix Rent Effective 3/1/14.
- Tax Credit Rent Revised 1/1/13. (Amount is based on the full tax credit rent minus applicable utility allowance).
- Unassisted Rent Effective 11/1/13. (Amount is based on the payment standard minus applicable utility allowance).