

DAKOTA COUNTY
COMMUNITY DEVELOPMENT AGENCY (CDA)

SENIOR HOUSING
ADMINISTRATIVE PLAN

Last amended December 2013

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Part I

DEFINITIONS

1. **Adjusted Income**: Annual income less:
 - A. For any elderly family

An allowance for medical expenses equal to the amount by which the medical expenses exceed 3% of annual income for 2004, 7% for 2005, 11% for 2006, 15% for 2007, 18% for 2008, and no deduction for 2009 and beyond. New admissions to the program after January 1, 2005 shall have no medical expense deductions allowed.
2. **Annual Income**: Annual income is the anticipated total income from all sources received by the family head, co-head (even if temporarily absent) and by each additional member of the family, 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, Section 3. **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 amortization of capital indebtedness 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 withdraws 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. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in Part I Section 2, B. Any withdraws of cash or assets from an investment will be included in income except to the extent the withdrawal is reimbursement of cash or assets invested by the family. 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 4% of the value of such assets.

- 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. Payments in lieu of earnings, such as unemployment and disability compensation, workman's compensation, and severance pay.
 - F. Welfare assistance payments.
 - G. Periodic and determinable allowances, such as alimony and regular contributions or gifts, including amounts received from any person not residing in the dwelling.
3. **Annual Income Does Not Include:**
- A. Temporarily, non-recurring or sporadic income (including gifts).
 - B. Amounts that are specifically received for, or in reimbursement of, the cost of medical expenses for any family member.
 - C. 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.
 - D. Deferred periodic payments of Supplemental Security Income (SSI) and Social Security benefits that are received in a lump sum.
 - E. Income of a live-in aide.
4. **CDA:** Dakota County Community Development Agency
5. **Co-head:** Household member residing with the head-of-household
6. **Community Roots:** Applicants, who work, are full-time students, or have immediate family members in Dakota County. Immediate family members are defined as mother, father, son, daughter, brother, or sister.
7. **Contract Rent:** The total rent received by the Dakota County CDA from the resident rent and housing assistance payment. Value of contract rent can be found in Appendix A.
8. **Disabled Person:** Disabled person means a person who is under a disability as defined in Section 223 of the Social Security Act or in Section 102(5) of the Development Disabilities Services and Facilities Construction Amendments of

1970 or is handicapped as defined in this section. 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 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 meaning of “blindness” as defined in Section 41(i)(1) of this title), inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which they have previously engaged with some regularity and over a substantial period of time.

Section 102(5) of the Development 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, Education, and Welfare 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 18, which has continued or can be expected to continue indefinitely and which constitutes a substantial handicap to such individual.

- 6. **Effective Date**: The effective date of an examination or reexamination refers to (i) in the case of an examination for admission, the effective date of initial occupancy, and (ii) in the case of reexamination of an existing tenant, the effective date of the redetermination of the total tenant payment.
- 7. **Elderly Family** A family whose head, co-head, or sole member is at least 55 years of age, and may include two or more elderly persons living together or one or more such persons living with another person who is determined to be essential to his or her care and well being.
- 8. **Elderly Person**: A person who is at least 55 years of age.
- 9. **Eligibility Income**: For the purpose of determining whether a family is income eligible, income shall be determined in accordance with the definition of annual income in Part I, Section 2.
- 10. **Gross Income**: Total annual income as defined in this section.
- 11. **Head of Household**: The head of the household is the person who assumes legal and moral responsibility for the household.

12. **Housing Assistance Payment (HAP)**: Portion of contract rent received by the Housing Assistance Department.
13. **Live-in Aide**: A person who resides with an elderly, disabled, or handicapped person or persons and who:
 - A. Is determined by the CDA 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.
13. **Lower Income Family**: A family whose annual income does not exceed 80% of the median income for the area, as determined by US Department of Housing and Urban Development.
14. **Max200**: Rental assistance program offered through the Housing Assistance Department. A \$200 payment is made each month toward the resident rent through this program.
15. **Medical Expenses**: The amount of medical insurance and Medicare that are anticipated during the period for which annual income is computed. The amount allowable as a deduction is the amount that exceeds 3% of annual income for 2004, 7% for 2005, 11% for 2006, 15% for 2007, 18% for 2008, and no deduction will be allowed in 2009 and beyond.
16. **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 resident 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 resident receives important consideration not measurable in dollar terms.
17. **Rent**: The term rent, as used herein, unless otherwise specified, shall mean the total tenant payment.
18. **Resident Rent**: The amount payable monthly by the resident as rent to the CDA for the use of the dwelling unit and equipment (such as range and refrigerators), but not including furniture, services and reasonable amounts of utilities

determined in accordance with the CDA's schedule of allowances for utilities supplied by the property.

19. **Section 8**: Rental subsidy program run by the Housing Assistance Department. Recipients of this subsidy will receive a portion of resident rent paid. This portion is referred to as the housing assistance payment.
20. **Serviceperson**: Person in military or naval forces of the United States who served therein during World War II, or who have had active service therein on and after June 27, 1950, and prior to the final cessation of hostilities as proclaimed by proper federal authority.
21. **Total Tenant Payment**: The amount payable monthly by the resident as rent to the CDA.
22. **Very Low-Income Family**: A lower income family whose annual income does not exceed 50% of the median income for the area, as determined by US Department of Housing and Urban Development, with adjustments for smaller and larger families.
23. **Veteran**: The term Veteran means any person honorably discharged from Armed Forces of the United States who serves 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 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 6-months or less.
24. **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.

Factors 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 Dakota County 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 2 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

To be eligible for admission, an applicant must qualify as a family. A family consists of one or more persons who have a stable family-type relationship; and whose head of household or co-head (as defined by HUD) is at least 55 years of age.

No member of the family may be under 55 years old. **This does not apply to non-eligible employees required to live in the building or co-heads of households that are under 55 years of age.**

B. Income Limits for Admission

Except for applicants in the specifically designated market rent units within the Dakota County CDA's Senior Housing Program, to be financially eligible, the applicant's family must provide adequate evidence that the Annual Income (as defined in Part I, Item 2) for the 12-month period following occupancy is not anticipated to exceed the Income Limits for Admission. The income limit for admission is 80% of the area median income adjusted by family size as determined by the U.S. Department of Housing and Urban Development. This does not apply to non-eligible employees required to live in the building.

Income Limits for Admissions

<u>Family Size</u>	<u>Revised Limit*</u>
One person	\$45,500
Two persons	\$52,000

*This limit may be re-determined by US Department of Housing and Urban Development at which time it will automatically be amended.

C. Asset Limits for Admission

The only asset limitation is in conjunction with determination of whether a family is income eligible as defined in Part I, Section 2, C, where assets exceed \$5,000. (net family assets are defined in Part I, Section 15).

D. Non-Economic Eligibility Criteria

In determining eligibility, the following factors shall also apply:

1. Whether the conduct of the applicant in present or prior housing has been such that admission to the program would adversely affect the health, safety, or welfare

- of other residents, the physical environment, or the financial stability of the program. A record of any of the following may be sufficient cause for the CDA to deny eligibility:
- a. Non-payment of rightful obligations, including rent and utilities.
 - b. Disturbance of neighbors.
 - c. Destruction of property.
 - d. Poor living or housekeeping habits.
 - e. A history of criminal activity involving crimes of criminal violence to persons or property or a record of other criminal acts which adversely affect the health, safety, or welfare of other residents.
 - 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. An applicant who has a record of lease violations and/or excessive damages
 - h. Violations while receiving housing assistance through the Section 8 voucher program.
 - i. Applicants being investigated or convicted of fraudulent activity against another government agency.
2. Whether the applicants are capable of living independently.
 3. In determining eligibility for admission, the CDA shall rely upon sources of information which may include, but not limited to, CDA records, personal interviews with the applicant or resident, home visits, interviews with previous landlords, employers, family social workers, parole officers, criminal, court, and credit records, clinics, physicians, or the police department. This will be done in order to determine whether the individual attributes, prior conduct, and behavior of a particular applicant or resident is likely to interfere with other residents in such a manner as to diminish their health, safety or welfare, or by adversely affecting the physical environment or the financial stability of the CDA's Senior Housing program.
 4. In the event of the receipt of unfavorable information with respect to an applicant, consideration shall be given to the time, nature, and extent of the applicant's

conduct and to factors which might indicate a reasonable probability of favorable future conduct or financial prospects.

Each applicant determined to be ineligible shall be promptly notified by the CDA in writing of such determination with the reasons therefore.

Part IV

RESIDENT SELECTION AND ASSIGNMENT POLICIES

The Resident Selection and Assignment Policies have been designed by the CDA to take into consideration the needs of individual families for the purpose of developing and operating a socially and financially sound low-income housing program, which provides a decent home, suitable environment, and fosters economic and social diversity in the resident 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, handicap, or source of income.
- B. Resident Selection and Assignment Plan

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

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 moved to the last place on the eligible applicant 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 inability to move to the CDA's satisfaction, refusal of the offer shall be considered to be allowable refusal and the applicant's name shall not be moved to the bottom of the eligible applicant list.
3. In carrying out the above plan, should the applicant present to the satisfaction of the CDA clear evidence that acceptance of a given offer of a suitable vacancy will result in undue hardship or handicap not related to consideration of race, color, or national origin, refusal of such an offer shall be considered to be an allowable refusal and the applicant's name shall not be moved to the bottom of the eligible applicant list.

Acceptable reasons for refusal include, but not limited to, the following:

- a. Applicant unable to move due to health reasons.
- b. Unable to terminate current lease.

4. An applicant pending a fraud investigation by any government agency will be bypassed on the waiting list until applicant is either convicted or acquitted of fraud.
5. If an applicant has come to the top of the waiting list 3 times and refused the unit offered each time, the person's name will be removed from the waiting list. The applicant shall be notified in writing of this action. This policy may be waived if at least two of the refusals have been "allowable refusals". (Part IV, Section B, 3).
6. 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. If their name approaches the top of a waiting list during their initial lease their name will be bypassed.

C. Preference Factors in the Selection of Residents for Senior Housing

Within each preference factors as described, applicants will be placed on the waiting list and offered units according to date and time of application. In selecting eligible applicants to fill vacancies the CDA shall give consideration to the following factors in the order shown:

1. Applicants who are currently CDA Family Partnership, Public Housing, or Lincoln Place residents in good standing whom are eligible, and the CDA has determined a transfer to a Senior Housing unit is warranted, for reasons of hardship, disability, family size change, or other business reasons which cannot be readily accommodated under the Family Partnership, Public Housing, or Youth Supportive Housing program as determined by the CDA's Director of Property Management
2. Applicants who are Dakota County residents and who:
 - a. Are displaced by a disaster such as fire, flood, or tornado.
 - b. Are displaced by federal, state or local government related to public improvement or development.
 - c. Have vacated their housing unit as a result of actual or threatened physical violence recently or of a continuing nature directed against the applicant or one or more members of applicant's family by a spouse or other household member or applicant lives in a housing unit with such an individual who engages in such violence. In addition, the applicant must be referred from a domestic abuse shelter.
3. Applicants who are residents of or are working in or have been notified of hire to work in Dakota County or who have Community Roots.

NOTE: Community roots are defined as applicants who work, are full time students, or have immediate family members in the County. Immediate family members are defined as mother, father, son, daughter, brother, or sister.

4. Applicants who are non-Dakota County residents.

D. 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:

Residents may request to be put on the waiting list for a different bedroom size. When they reach the top of the waiting list and have fulfilled their initial lease they may accept the unit offered,

1. If it is determined that a resident is in need of a handicapped accessible apartment they will be transferred at no cost to the resident, once proper documentation has been approved by the Dakota County CDA and an accessible unit becomes available. Transfers of this type will take precedence over new admissions.
2. If it determined that a market rate resident (in applicable buildings) is in need of a subsidized unit due to a sufficient decrease in income because of the death, or nursing home-type placement of the co-head, or significant decrease in their own income (such as job loss) the resident will be transferred at no cost, to a one-bedroom subsidized unit, once approved by the Dakota County CDA. Transfers of this type will take precedence over new admissions.
3. If it is determined that a two-bedroom, subsidized resident is in need of a one-bedroom subsidized unit due to a sufficient decrease in income because of the death or nursing home-type placement of the co-head, or significant decrease in their own income (such as job loss) the resident will be transferred to a one-bedroom at no cost to the resident once approved by the Dakota County CDA. Transfers of this type will take place precedence over new admissions.
4. Residents may request to transfer to the same bedroom size within the building that they are residing, as a convenience transfer and they will assume all costs of preparing their original unit for re-rental (including, but not limited to: painting, cleaning and flooring replacement).

Part V

SCHEDULE OF RENTS AND RENT COLLECTION POLICY

A. Schedule of Rents

1. The contract rents for the CDA Senior Housing program are set at the annual established HUD Fair Market Rents for the Minneapolis-St. Paul-Bloomington, MN-WI MSA area. (See Appendix A for current rent structure)

Residents residing in Dakota County CDA's Senior Housing may reduce their resident portions by participating in a local subsidy program offered by the Dakota County CDA or through participation of the Housing Choice Voucher Program.

Local Subsidy:

The Total Resident Payment will be established at the time of initial occupancy, and will be: 30% of monthly gross income for one-bedroom units, and 32% of monthly gross income for two-bedroom units, or Flat rent according to bedroom size, but not less than the minimum rent and no greater than the maximum rent listed on Appendix A. Resident Caretakers are offered free rent in the form of a rent credit as part of their overall compensation package where applicable. The value of the credit is the mid-point of the minimum and maximum rent for the applicable bedroom size.

The minimum and maximum rent schedule may be re-determined by the CDA at which time it will automatically be amended. Predetermined floor plans will have premium rents as determined by the Director of Property Management.

Housing Choice Voucher Program:

The Contract Rent will be set at the Fair Market Rent. Participants participating in the voucher program will pay between 30% and 40% of their adjusted gross income for rent and utilities. If the contract rent specified in Appendix A exceeds the Fair Market Rent less the utility allowance, the Director of Property Management may, on a unit basis, lower the contract rent to equal the Fair Market Rent less the utility allowance.

The Executive Director shall have the authority to annually adjust the Schedule of Rents as listed in Appendix A using an inflation factor as described in Part VII, Section B, 1-3.

A. 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 the form of cash.
2. A Notice to Vacate will be sent to all residents whose rent has not been paid in full by the 5th day of the month. A late rent fee of 8% of the

overdue rent (with a maximum late fee of \$40.00) will be charged in all instances where the 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, no greater than 14 days from the date of filing, for the court hearing. Resident will be responsible for management's legal costs in addition to delinquent rent. Partial payment will not be accepted and payment will only be accepted in the form of a money order or cashier's check.
4. Receipt of a "Not Sufficient Funds" (NSF) or account closed check will be considered non-payment of rent and procedures outlined above will apply, including assessment of a late fee equaling 8% of the overdue rent (minimum late fee of \$20.00 and maximum late fee of \$40.00) if acceptable payment is not received by the 5th day of the month. An additional \$20.00 NSF or account closed charge will be assessed.
5. A termination notice will be sent to those residents where an eviction action has been filed on them two or more times in a 12-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 is the amount equal to one month's rent. For residents with a Section 8 voucher the security deposit will be equal to the minimum rent for the bedroom size applicable.

B. Garage Parking Monthly Charge

There will be an additional charge of \$45.00 per month for each garage space. Garage spaces are optional and will only be assigned at the resident's request.

All garage spaces will be assigned for the exclusive use of the resident and will be awarded on first come basis. Payment for the garage space is due and payable on or before the 1st of the month.

Part VII

RE-EXAMINATION OF RESIDENT ELIGIBILITY AND RENTAL ADJUSTMENTS

This section applies to residents who participate in the local subsidy program offered by the Dakota County CDA as described in Part V of this policy.

- A. Residents at the time of lease renewal will be deemed ineligible by failure to meet any of the following:
 - 1. Residents who are scheduled for lease renewal 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. Residents who have been determined incapable in living independently.
 - 3. Residents 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.
- B. At the end of a 12-month lease period, the resident shall receive an automatic percentage increase (inflation factor) in rent which shall apply to and remain in effect for the next 12-month lease period. The increase shall be a percentage of the prior rent. This percent may be changed by the CDA from time to time, and shall be listed on the schedule of rents.
 - 1. The Executive Director shall have the authority to establish percentage increases (inflation factors) of up to 3.5%.
 - 2. The inflation factors will be based on increases in the fair market rent (FMR) established by Department of Housing and Urban Development and the CDA market study.
 - 3. Inflation factors exceeding 3.5% will require approval of the CDA Board of Commissioners.
- C. Once rent is established, such rental rate shall remain in effect for a 12-month lease term or until circumstances occur that warrant a special rent income review. Anytime any of the following circumstances occur, rent and income will be reviewed and rent adjusted in accordance with the schedule of rents.
 - 1. An additional person in the unit, which also requires the CDA's review and approval of the family's continued eligibility.
 - 2. Resident requests a rent review due to the death of a co-head, divorce, or nursing home-type placement of a co-head that result in a permanent reduction in household income.

3. Resident requests a rent review due to retirement which results in the permanent reduction in gross monthly income of seven hundred and fifty dollars or more.
4. The resident has an increase in gross monthly income of one thousand dollars or more.
5. The current rental payment was calculated for a temporary time period.
6. There is a change in the CDA policies requiring such a review.

A rent change resulting from one of the above circumstances shall be considered an “interim rent change” and shall be in effect until the end of the current 12-month lease term.

- D. Increases in rent resulting from interim rent change are to be effective the first day of the second month following the report and verification of the change.
- E. If it has been determined that a resident 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 should be made retroactive to the date the change should have been made. If management determines that the resident has gained admission or remained in occupancy in the CDA’s program through the resident’s willful misrepresentation of income, assets, or family composition, management may notify the resident that they have 30-days to find alternative housing and vacate the leased premises. Restitution of the difference must be paid in full within a time limit determined by the CDA.
- F. If management determines that a resident intentionally or deliberately misrepresented his/her income, assets, or family composition, the resident will be given notice of eviction at the time the misrepresentation is discovered; whether they are or are not eligible at the time the misrepresentation is discovered.
- G. To add an additional household member to any residence 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 household within the first 6 months of occupancy if that additional household member’s income, together with the resident’s family income at admission would have resulted in the family being ineligible for admission.

Part VIII

VERIFICATION OF APPLICANT'S STATEMENTS AND INCOME

All income and asset information for admission 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.

All verifications will be obtained within 180 days of initial lease date, and will be verified in accordance with the above provisions. If the CDA determines that the applicant will be housed in a flat rent building, first party verifications will be accepted. If the CDA has indication of a discrepancy relating to income and assets, third party verifications may be required. In cases of occupancy constraints, 1st party verification may be accepted.

Resident file will contain documentation of all verifications.

- A. Applicants/residents 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 will normally be considered sufficient verification for family composition.
- B. All income and assets will be verified at the time of admission. Income will be verified by third party verification. 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 resident file:
 - 1. Age of family members when the sole factor determining eligibility is age.
 - 2. Displacement, handicap, disability, veteran or serviceman status when they are a factor in determining eligibility or preference.

For persons who claim disability but who are not recipients of benefits under Section 223 of the Social Security Act or Section 102(b) of the Developmental Disabilities Services and Facilities Construction Amendment of 1970, a doctor's certification as to the degree and possible length of such disability shall be required. The receipt of veterans' benefits for disability, either service-incurred or otherwise, does not automatically establish eligibility by disability.

3. Non-economic selection criteria when information provides the basis of denial of eligibility based on the conduct of the applicant or members of his or her family. (See Part III – eligibility requirements).

Part IX

OCCUPANCY STANDARDS

When applying for the Senior Housing program, applicants may select the number of bedrooms they wish to have. Applicants are allowed to put their names on as many waiting lists as they wish.

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

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

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, co-head (jointly and severally) 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 will be signed by all members of the household and the CDA.

Schedules of special charges for services, repairs and utilities, and rules and regulations which are required to be incorporated in the lease by reference shall be furnished upon request. Such schedules, rules and regulations may be modified from time to time.

- D. Any modification of the lease must be in writing and delivered personally or via first class mail to the resident and signed by both parties.

Part XII

LEASE TERMINATIONS

- A. The resident may terminate the lease by providing the CDA with 60-days written notice as defined in the lease agreement. This notice must be received on or before the last day of the second month preceding the month of desired lease termination. For example, to vacate on August 31, notice must be received by the CDA on or before June 01.
- B. In the event of a resident's death or admission to a nursing home, when there is no surviving member of the elderly family remaining in the unit, the resident may terminate the lease by providing the CDA with 30-days written notice as defined in the lease agreement. This notice must be received on or before the last day of the month preceding the month of desired lease termination. For example, to vacate on August 31, notice must be received by the CDA on or before July 31.
- C. The lease may be terminated by the CDA at any time 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 residents or neighbors, serious or repeated damage to the lease premises, creation of physical or health hazards, failure to fulfill resident obligations set forth in the lease, or for serious or repeated violations of the terms of the lease 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 commensurates with the urgency of the situation in the case of creation or maintenance of a threat to the health or safety of other residents or CDA employees or the safety of the premises.
 - 3. At least thirty (30) days prior to termination in all other cases.
- D. Notice of termination to resident shall state reasons for the termination.

Appendix A

RENT SCHEDULE FOR CDA OWNED SENIOR HOUSING Effective January 1, 2015

Orchard Square & Cortland Square (AV), Eagle Ridge & Park Ridge Place (BV), Oakwoods of Eagan & Oakwoods East (EAG)), Miss Terrace & Rivertown Court (HST), Carmen Court & Cahill Commons (IGH), Winsor Plaza & Main Street Manor (LKV), Parkview Plaza & Village Commons (MH), Haskell Court & The Dakotah (WSP), River Heights Terrace & Dakota Heights (SSP), Cameo Place (RSMT),

BED SIZE:	MINIMUM LOCALLY SUBSIDIZED RENT	MAXIMUM LOCALLY SUBSIDIZED RENT	ASSISTED PREMIUM RENT <small>(Reflective of Private Market Rents)</small>	UNASSISTED RENT
1 bedroom	\$390	\$708	\$735	\$717/\$735
2 bedroom	\$574	\$896	\$910	\$892/\$910

FLAT RENT DEVELOPMENT INCLUDE:

O’Leary & Lakeside Pt (Eagan), Crossroads Commons (LKV), Cobblestone Square (AV), Thompson Heights (SSP), Vermillion River Crossing (Farm), Hillcrest Pointe (IGH)

1 bedroom	\$592 (Flat rent)	\$717/\$735
2 bedroom	\$722 (Flat rent)	\$892/\$910

Valley Ridge

1 bedroom	\$612 (Flat rent)
2 bedroom	\$742 (Flat rent)

NOTES:

- Garages – 45.00 per month extra
- To determine the market rent for Housing Assistance Voucher holders, use the lesser amount of the Assisted Premium rent or Unassisted rent listed above.
- Minimum, Flat, & Premium rents are effective for January 1, 2015 and Unassisted rents are effective for October 1, 2014.
- Resident caretaker rent is determined using the midpoint of the subsidized, variable rent buildings rent structure for the bedroom size they reside in.

<u>Bedroom Size</u>	<u>Maximum Income (effective 1/1/14)</u>	<u>Approximate Square Footage</u>	<u>Approximate Wait Time</u>
1	\$46,100	625-700	6 – 18 months
2	\$52,650	750-1000	1 – 2 years