

Dakota County CDA

SECTION 18 LIMITED LIABILITY COMPANY

Admissions and Continued Occupancy Policy

Adoption Date:

June 2020

May 2023

October 2023

Part III

ELIGIBILITY REQUIREMENTS

A. Profile Requirements

All of the units are to be leased to eligible households. 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 50% of the area median income adjusted by family size. Income Limits for Admission are set by HUD and updated annually by the CDA. At initial conversion households income cannot exceed 80% of the area medium income to qualify for a PBV.

C. 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 from said background investigations.

2. Factors to be considered

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

considered.

- a. Non-payment of rent, pattern of late rent payments or utilities, or failure to pay other obligations;
- b. Evidence of previous actions causing disturbance to neighbors in or near places of residence;
- c. Has engaged in or threatened violent or abusive behavior toward CDA personnel
 - ***Abusive or violent behavior towards CDA personnel*** includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.
 - ***Threatening*** refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.
 - ***Harassment*** refers to the constant/incessant communication whether in writing or verbal.
- d. Evidence of previous destruction of property;
- e. A documented history of poor housekeeping habits;
- f. 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. C. 1.
- g. 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.
- h. 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;
- i. A record of lease violations or Section 8 program violations and/or excessive damages; and
- j. 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.
- k. Misrepresentation of information submitted to the CDA for purposes of determining preference of eligibility.

1. A record showing money owed to past landlord or a record showing money owed to the Federal Housing Choice Voucher Program for program violations.

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.

D. **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 the Project Based Voucher Program.

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 housing and the statutory purpose in developing and operating a socially and financially sound 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. Non-Discrimination Clause

The CDA shall not discriminate against any applicant because of race, color, creed, religion, sex, national origin, sex, marital status, familial status, disability, sexual orientation, and status with regards to public assistance.

B. Tenant Selection and Assignment Plan

Each applicant shall be assigned his/her appropriate place on the Housing Choice Voucher Project Based waiting list in sequence based upon date and time the 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. Once an applicant accepts a unit offered to them by the CDA, the applicant's name will be removed from all other waiting lists.
3. If a family is removed from the waiting list because the CDA has determined the family is not eligible for assistance or has failed to comply with a request for information, as it relates to preference or other eligibility components, a notice will be sent to the family's address of record as well as to any alternate address provided on the initial application. If the notice is returned by the post office with no forwarding address, the applicant will be removed from all waiting lists administered by the Housing Assistance Department

This Administrative Plan will be used to ensure consistent treatment of applicants/residents without further notice.

C. Initial Occupancy Tenant Qualifications

At initial occupancy, each household will be at or below of 50% area median income with the exception of the families that were occupying the unit in 2020 when the conversion took place. Those households will be at, or below, 80% area median income.

D. Reassignment or Transfers to Other Dwelling Units

Reassignment or transfers to other dwelling units shall be made without regard to race, color, creed, religion, sex, national origin, sex, marital status, familial status, disability, sexual orientation, and status with regards to public assistance 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 or under-utilization of a unit in accordance with the occupancy standards if an appropriate size dwelling unit becomes available. If the appropriate size unit is not available, the tenant will be given notice and offered a tenant-based voucher to search for the appropriate sized unit, if one is available at that time.
3. If it is determined that a tenant is in need of a handicapped accessible unit, the tenant will be transferred at no cost to the tenant. Transfers of this type will take precedence over new admissions.

Part V

SCHEDULE OF RENTS AND RENT COLLECTION POLICY

A. Schedule of Rents

The Tenant Rent for the Dakota County CDA Section 18 LLC development 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 Housing Choice Voucher program less the utility allowance.

B. Rent Collection Policy

1. Rents are due and payable on or before the first day of each month. Rents and other charges will 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 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 three 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 the amount of \$1000.00. 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.

Part VII

RE-EXAMINATION OF TENANT ELIGIBILITY AND RENTAL ADJUSTMENTS

- A. As required by the law, the CDA's Housing Assistance department will annually re-examine the status of each tenant family relating to eligibility for continued occupancy, the rent portions, and the size of the unit required. Such re-examination shall be made at least once each occupancy year unless a federal waiver exempts a family.
- B. Tenants, at the time of application for continued occupancy, will be deemed ineligible by failure to meet any of the following:
1. Tenants who are ineligible 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. 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.
- C. An addition of a person in the unit requires the CDA's advance review and written approval of the family's continued eligibility. A separate request must be submitted to the Housing Assistance Department for consideration.
- D. 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 60 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
- For those units with a Project Based Voucher, the Dakota County Housing Choice Voucher Administrative Plan delineates how misrepresentation is addressed.

- E. 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's Housing Assistance Department. 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.

Part IX

OCCUPANCY STANDARDS

The CDA's Housing Choice Voucher Program policies delineates occupancy standards and shares that information with the Property Management department and Tenant.

Part X

COMPANION/SERVICE ANIMAL POLICY

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

1. Wild, undomesticated, vicious, destructive, or uncontrollable animals of any type shall not be permitted.
2. Residents with an authorized animal will receive a copy of the CDA's animal rules.
3. The head of household will sign an authorized animal lease addendum.
4. Any damages caused by the authorized animal will be the responsibility of the resident
5. All animals will be spayed or neutered and resident will provide proper documentation to the CDA.
6. All cats will have their front paws declawed unless the veterinarian deems it unhealthy for the animal, in such cases, nail caps will be required.
7. The resident will provide documentation upon receiving the animal and each year thereafter of the animal's rabies vaccination.
8. The animal will be licensed with the city (if required by that city).
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. These households cannot be participants in CDA rental programs.

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 giving a written notice for good cause such as, but not limited to, chronic rent delinquency, failure to pay service charges, engages in harassment, or threatens violent or abusive behavior toward CDA personnel, 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 sixty (60) days prior to termination in all other cases.

For units with a PBV, requirements regarding terminating a lease are addressed in the HCV Administrative Plan.

PART XIII

VIOLENCE AGAINST WOMEN ACT (VAWA): NOTIFICATION, DOCUMENTATION, AND CONFIDENTIALITY

OVERVIEW

The Violence against Women Act of 2013 (VAWA) provides special protections for victims of domestic violence, dating violence, sexual assault and stalking who are applying for or receiving assistance under the DCCDA Section 18 Limited Liability Company housing program. If state or local laws provide greater protection for such victims, those laws apply in conjunction with VAWA.

In addition to definitions of key terms used in VAWA, this part contains general VAWA requirements and CDA policies in three areas: notification, documentation and confidentiality. Specific VAWA requirements and CDA policies are located primarily in the following sections: C, D & E below. Family Breakup and Remaining Member of Tenant Family, Prohibition against denial of Assistance to Victims of Domestic Violence, Dating Violence, and Stalking, “Allowable Moves”, “Restrictions on Moves”, “Termination Related to Domestic Violence, Dating Violence, or Stalking” and “Termination Notice.”

DEFINITIONS

As used in VAWA:

- The term bifurcate means, with respect to a family housing lease or limited liability corporation housing lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members’ lease and occupancy rights are allowed to remain intact.
- The term dating violence means 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:
 - The length of the relationship
 - The type of relationship
 - The frequency of interaction between the person involved in the relationship
- The term domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.
- The term affiliated means, with respect to a person:
 - A spouse, parent, brother or sister, or child of that individual, or an individual to whom the individual stands in the position or place of a parent or
 - Any other person individual, tenant, or lawful occupant living in the household of the victim of domestic violence, dating violence, sexual assault or stalking.
- The term sexual assault means:

- A nonconsensual sexual act proscribed by federal, tribal, or state law, including when the victim lacks the capacity to consent.
- The term stalking means:
 - To engage in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others, or suffer substantial emotional distress.

A. NOTIFICATION

Notification to Public

The CDA adopts the following policy to help ensure that all actual and potential beneficiaries of the DCCDA Section 18 LLC housing program are aware of their rights under VAWA.

CDA Policy

The CDA will post the following information regarding VAWA in its offices and on its website. It will also provide information readily available to anyone who request it.

- A notice of occupancy rights under VAWA to DCCDA Section 18 Limited Liability Company Housing applicants and participants who are or have been victims of domestic violence, dating violence, sexual assault, or stalking (Form HUD 5380, see Exhibit I)
- A copy of form HUD-5382 Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation (see Exhibit II)
- A copy of the CDA emergency transfer plan (Exhibit III)
- A copy of HUD's Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Dating Violence, Sexual Assault, or Stalking, Form HUD-5383 (Exhibit IX)
- The National Domestic Violence Hot Line: 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY) (included in Exhibits I and II)
- Contact information for local victim advocacy groups or services providers

Notification to Program Applicants and Participants

The CDA is required to inform program applicants and participants of their rights under VAWA, including their right to confidentiality and the limits thereof, when they are denied assistance, when they are admitted to the program, and when they are notified of an eviction or termination of housing benefits.

CDA Policy

The CDA will provide all applicants with information about VAWA at the time they request an application for housing. The CDA will also include information about VAWA in all notices of denial of for DCCDA Section 18 Limited Liability Company housing program.

The CDA will provide all participants with information about VAWA at the time of admission

and at annual reexamination. The CDA will also include information about VAWA in notices of termination of housing.

B. DOCUMENTATION

The CDA presented with a claim for initial or continued occupancy based on status as a victim of domestic violence, dating violence, sexual assault, stalking, or criminal activity related to any of these forms of abuse may but is not required to request that the individual making the claim document the abuse. Any request of documentation must be in writing, and the individual will be allowed 14 business days after the receipt of the request to submit the documentation. The CDA will grant an extension of an additional 10 business days at the applicant/tenant's written request.

The applicant/tenant may satisfy the CDA's request by providing any one of the following three forms of documentation:

- A completed and signed HUD form 5382, Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking, which must include the name of the perpetrator only if the name of the perpetrator is safe to provide and is known to the victim.
- A federal, state, tribal, territorial, or local police report or court record, or an administrative record.
- Documentation signed by a person who has assisted the victim in addressing domestic violence, dating violence, sexual assault or stalking, or the effect of such abuse. This person may be an employee, agent, or volunteer of a victim service provider; an attorney; a mental health professional; or a medical professional. The person signing the documentation must attest under penalty of perjury to the person's belief that the incidents in question are bona fide incidents of abuse. The victim must also sign the documentation.

The CDA may not require third party document (2 and 3) in addition to certification (1), except as specified below under "Conflicting Documentation" nor may it require certification in addition to third-party documentation.

CDA Policy

Any request for documentation of domestic violence, dating violence, sexual assault or stalking will be in writing, will specify a deadline of 14 business days following receipt of the request, will describe the three forms of acceptable documentation, will provide explicit instructions on where and to whom the documentation must be submitted, and will state the consequences of failure to submit the documentation or request an extension in writing by the deadline.

The CDA may, in its discretion, extend the deadline for an additional 10 business days. Any extensions granted by the CDA will be in writing.

Conflicting Documentation

In cases where the CDA receives conflicting certification documents from two or more members of a

household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, the CDA may determine which is the true victim by requiring each to provide acceptable third party documentation as described above (2 and 3) within 30 calendar days of the date of the request for third party documentation. The CDA must honor any court orders issued to protect the victim or to address the distribution of property.

CDA Policy

If presented with conflicting certification documents (two or more forms HUD 5382) from members of the same household, the CDA will attempt to determine which is the true victim by requiring each of them to provide third-party documentation in accordance with 24 CFR 5.2007(e) and by the following any HUD guidance on how such determinations should be made. The family will have 30 calendar days from the date of the request by the CDA to provide this documentation.

Discretion to Require No Formal Documentation

The CDA has the discretion to provide benefits to an individual based solely on the individual's statement or other corroborating evidence i.e.: without requiring formal documentation of abuse in accordance with 24 CFR 5.2007(b).

CDA Policy

If the CDA accepts an individual's statement or other corroborating evidence of domestic violence, dating violence, sexual assault or stalking, the CDA will document acceptance of the statement or evidence in the individuals file.

Failure to Provide Documentation

In order to deny relief for protection under VAWA, the CDA must provide the individual requesting relief with a written request for documentation of abuse. If the individual fails to provide the documentation within 14 business days from the date of receipt, or such longer time that the CDA may allow, the CDA may deny relief for protection under VAWA.

C. CONFIDENTIALITY

All information provided to the CDA regarding domestic violence, dating violence, sexual assault or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence. This means that the CDA (1) may not enter the information into any shared data base, (2) may not allow employees or others to access the information unless they are explicitly authorized to do so and have a need to know the information for purposes of their work and (3) may not provide the information to any other entity or individual, except to the extent that the disclosure is (a) requested or consented to by the individual in writing, (b) required for use in an eviction proceedings, or (c) otherwise required by applicable law.

CDA Policy

If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, the CDA will inform the victim before disclosure occurs so that safety risks can be identified and addressed.

MINNESOTA STATUES 2016

The state of Minnesota also imposes laws and or statues to protect applicants and tenants whom are victims of domestic violence, dating violence, sexual assault and stalking.

Minnesota Statute 504B.206 RIGHT OF VICTIMS OF VIOLENCE TO TERMINATE LEASE

Subdivision 1. Right to terminate: procedure.

- a) A tenant to a residential lease may terminate a lease agreement in the manner provided in this section without penalty or liability, if the tenant or another authorized occupant fears imminent violence after being subjected to:
 1. Domestic Abuse, as the term is defined under section 518B.01 subdivision 2;
 2. Criminal Sexual Conduct under section 609.342 to 609.3451; or
 3. Stalking, as that term is defined under section 609.749, subdivision 1
- b) The tenant must provide signed and dated advance written notice to the landlord;
 1. Stating the tenant fears imminent violence from a person as indicated in a qualifying document against the tenant or an authorized occupant if the tenant or authorized occupant remains in the leased properties;
 2. Stating the tenant needs to terminate the tenancy;
 3. Providing the date by which the tenant will vacate; and
 4. Providing a written instructions for the disposition of any remaining personal property in accordance with section 504AB.271
- c) The written notice must be delivered before the termination of the tenancy by mail, fax or in person, and be accompanied by a qualifying document.
- d) The landlord may request that the tenant disclose the name of the perpetrator and, if a request is made, inform the tenant that the landlords seeks disclosure to protect other tenants in the building. The tenant may decline to provide the name of the perpetrator for safety reasons. Disclosure shall not be a precondition of terminating the lease.
- e) The tenancy terminates, including the right of possession of the premises, as provided in subdivision 3.

Subdivision 2. Treatment of Information

- a) A landlord must not disclose;
 1. Any information provided to the landlord by a tenant in the written notice required under subdivision 1, paragraph b);
 2. Any information contained in the qualifying document;
 3. The address or location to which the tenant has relocated; or
 4. The status of the tenant as a victim of violence.
- b) The information referenced in paragraph a must not be entered into any shared database or provided to any person or entity but may be used when required as evidence in an eviction proceeding, action for unpaid rent or damages arising out of the tenant, claims under section 504B.178, with consent of the tenant, or as otherwise required by law.

Subdivision 3. Liability for Rent; Termination of Tenancy

- a) A tenant who is a sole tenant and is terminating a lease under subdivision 1 is responsible for the rent payment for the full month in which the tenancy terminates. The tenant forfeits all claims for the return of the security deposit under section 504B. 178 and is

relieved of any other contractual obligation for payment of rent or any other charges for the remaining term of the lease, except as provided in this section. In a sole tenancy, the tenancy terminates on the date specified in the notice provided to the landlord as required under subdivision 1.

- b) In a tenancy with multiple tenants, one of whom is terminating the lease under subdivision 1, any lease governing all tenants is terminated at the latter of the end of the month or the end of the rent interval in which one tenant terminates the lease under subdivision 1. All tenants are responsible for the rent payment for the full month in which the tenancy terminates. Upon termination, all tenants forfeit all claims for the return of the security deposit under section 504B.178 and are relieved of any other contractual obligation for payment of rent or any other charges for the remaining term of the lease, except as provided in this section. Any tenant whose tenancy was terminated under this paragraph may reapply to enter into a new lease with the landlord.
- c) This section does not affect a tenant's liability for delinquent, unpaid rent or other amounts owed to the landlord before the lease was terminated by the tenant under this section.

Subdivision 4. [Repealed by amendment, 2014 c 188 s 2]

Subdivision 5. Waiver prohibited.

A residential tenant may not waive, and a landlord may not require the residential tenant to waive, the tenant's rights under this section.

Subdivision 6. Definitions.

For purposes of this section, the following terms have the meaning given:

- 1) "court official" means a judge, referee, court administrator, prosecutor, probations officer, or victim's advocate, whether employed by or under contract with the court, who is authorized to act on behalf of the court;
- 2) "qualified third party" means a person, acting in an official capacity, who has had in-person contact with the tenant and is:
 - i. A licensed health care professional operating within the scope of the license;
 - ii. A domestic abuse advocate, as that term is defined in section 595.02, subdivision 1, paragraph (I)
 - iii. A sexual assault counselor, as that term is defined in section 595.02, subdivision 1 paragraph (k)
- 3) "qualified document" means:
 - i. A valid order for protection issued chapter 518B;
 - ii. A no contact order currently in effect, issued under section 629.75 or chapter 609;
 - iii. A writing produced and signed by a court official, acting in an official capacity, documenting that the tenant or authorized occupant is a victim of domestic abuse, as that is defined under section 518B.01, subdivision 2, criminal sexual conduct, under sections 609.342 to 609.3451, or stalking as that term is defined under section 609.749, subdivision 1, and naming the perpetrator, if known;
 - iv. A writing produced and signed by a city, county, state, or tribal law enforcement official, acting in an official capacity, documenting that the tenant or authorized

occupant is a victim of domestic abuse, as that term is defined under section 518B.01, subdivision 2, criminal sexual conduct, under sections 609.342 to 609.3451, or stalking, as that term is defined under section 609.749, subdivision 1, and naming the perpetrator, if known; or

- v. A statement by a qualified third party, in the following form:

Part IX

RESIDENT DEBTS TO THE CDA (REPAYMENT AGREEMENTS)

OVERVIEW describes the CDA's policies for recovery of monies owed to the CDA by residents. The CDA will enter into repayment agreements in accordance with the policies contained in this part as a means to recover overpayments.

When a resident refuses to repay monies owed to the CDA, the CDA will utilize other available collection alternatives including, but not limited to, the following:

- Collection agencies
- Small claims court
- Civil law suit
- State income tax set-off program

REPAYMENT POLICY

Family Debts to the CDA

Any amount owed to the CDA by a resident must be repaid. If the resident is unable to repay the debt within 30 days, the CDA may offer to enter into a repayment agreement in accordance with the policies below.

If the resident refuses to repay the debt, does not enter into a repayment agreement, or breaches a repayment agreement, the CDA will terminate the resident's tenancy and will also pursue other modes of collection.

General Repayment Agreement Guidelines

Down Payment Requirement

Before executing a repayment agreement with a resident, the CDA will generally require a down payment of 10 percent of the total amount owed. If the resident can provide evidence satisfactory to the CDA that a down payment of 10 percent would impose an undue hardship, the CDA may, in its sole discretion, require a lesser percentage or waive the requirement.

Payment Thresholds

The CDA has established the following thresholds for repayment of debts:

Amounts between \$3,000 and the Federal or State threshold for criminal prosecution must be repaid within 36 months.

- Amounts between \$2,000 and \$2,999 must be repaid within 30 months.
- Amounts between \$1,000 and \$1,999 must be repaid within 24 months.
- Amounts under \$1,000 must be repaid within 12 months.

If a resident can provide evidence satisfactory to the CDA that the threshold applicable to the resident's debt would impose an undue hardship, the CDA may, in its sole discretion, determine that a lower monthly payment amount is reasonable. In making its determination, the CDA will consider all relevant information, including the following:

- The amount owed by the family to the CDA
- The reason for the debt, including whether the debt was the result of family action/inaction or circumstances beyond the family's control
- The resident's current and potential income and expenses

- The current tenant rent
- The family's history of meeting its financial responsibilities

Execution of the Agreement

Any repayment agreement between the CDA and a resident must be signed and dated by the CDA and by the head of household, spouse/cohead or any other adult in the household that is 18 years of age or older (if applicable).

Due Dates

All payments are due by the close of business on the 5th day of the month. If the 5th does not fall on a business day, the due date is the close of business on the first business day after the 5th.

Late or Missed Payments

If a payment is not received by the end of the business day on the date due the CDA will send the family a delinquency notice giving the resident 14 days to make the late payment. If the payment is not received by the due date of the delinquency notice, it will be considered a breach of the agreement and the CDA will terminate tenancy.

No Offer of Repayment Agreement

The CDA generally will not enter into a repayment agreement with a household under any of the following conditions:

- The resident is already under an existing repayment agreement with the CDA.
- The CDA determines that the resident's debt is a result of program abuse or fraud.
- The amount owed by the resident exceeds the federal or state threshold for criminal prosecution.

Repayment Agreements Involving Improper Payments

Certain provisions to be included in any repayment agreement involving amounts owed by a resident because it underreported or failed to report income:

- A reference to the items in the housing lease that state the resident's obligation to provide true and complete information at every reexamination and the grounds on which the CDA may terminate assistance because of a resident's action or failure to act
- A statement clarifying that each month the resident not only must pay to the CDA the monthly payment amount specified in the agreement but must also pay to the CDA the monthly tenant rent
- A statement that the terms of the repayment agreement may be renegotiated if the resident's income decreases or increases
- A statement that late or missed payments constitute default of the repayment agreement and may result in termination of tenancy