

LINCOLN PLACE
Young Adult Supportive Housing
Admissions & Continued Occupancy Plan

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TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
	3
I.	3
	4
II.	5
	5
	5
	6
	6
	6
	7
	8
	9
III.	9
	9
	9
	10
IV.	11
	11
	11
	11
	11
	11
V.	13
VI.	13
	13
	13
	14
	15
VII.	15
	15
	16
	16
	17-18
VIII.	17-18
	17-18
IX.	19-20
	19-20

SECTION I

APPLICANT SELECTION AND REFERRAL PROCESS

A. APPLICANT INQUIRY/REFERRAL

Interested parties will be referred from the SMAC Coordinated Entry. The Program Administrator will invite interested parties to complete preliminary application and furnish documentation establishing:

- Income eligibility
- Homeless status
- Disability status (if applicable)

If an initial assessment suggests that these threshold eligibility requirements are met, a full application must be completed including all items needed for reporting in Homeless Management Information Systems (HMIS). An application will be deemed complete when it contains all the following:

- Completed Full Application
- Verification of Homelessness
- Verification of Disability (if applicable)
- Verification of Income and Assets
- Birth Certificate
- Social Security Card
- Government Issued Photo Identification
- Section 214 Declaration & Verification Consent (if applicable)
- Data Privacy Notice/Tennessee Warning
- Consent for the Release of Information (Allowing Sharing of Information Between the CDA and Service Provider)
- Criminal History
- Rental History (if applicable)

B. APPLICANT SELECTION

The on-site Program Administrator is responsible for working proactively with the SMAC Coordinated Assessment System on referrals for open units. Upon acceptance of an applicant by the Program Administrator, an application packet containing the above documentation will be gathered by the Dakota County CDA. Dakota County CDA staff will schedule an appointment with the applicant to review the documentation and application. If the applicant appears eligible, the CDA will brief the applicant on the program and the applicant signs Certificate of Participation, Lease Addendum, and releases for any remaining verifications that may be needed.

SECTION II

DETERMINATION OF ELIGIBILITY FOR ASSISTED TENANCY

There are three categories of threshold requirements for eligibility to Lincoln Place are required as a condition of the various funding commitments used to construct, operate, and provide support services at Lincoln Place. These three threshold requirements relate to income, homelessness, and disability. This section provides a detailed description of the applicable eligibility criteria. The number and mix of unit that must meet these criteria pursuant to the various grant agreements is provided in Appendix A. Additional eligibility criteria are described in this section and relate to age, citizenship, criminal background, and suitability for tenancy. These additional criteria relate to community and industry standards and are necessary to gain community support to site this type of project and ensure successful outcomes for residents.

A. DETERMINATION OF ELIGIBILITY

Eligibility for Lincoln Place is based on the following:

1. INCOME

For the purpose of determining whether an applicant is income eligible, income shall be determined in accordance with the definition of annual income in the federal regulations 24 CFR Part 5.609.

To be financially eligible the Dakota County CDA must verify that the annual income for the 12-month period following occupancy will not exceed the income limits for admission.

Income Limits:

50% of the Median Income of the Minneapolis/St. Paul M.S.A as determined by the federal government and published annually in the Federal Register

At least five (5) of the assisted units must be occupied by individuals with incomes at or below 30% of the median Income of the Minneapolis/St. Paul M.S.A as determined by the federal government and published annually in the Federal Register.

2. HOMELESSNESS

Applicants must qualify as long-term homeless or at risk of long-term homelessness according to one of the following definitions:

a. LONG-TERM HOMELESSNESS

- Lacking a permanent place to live continuously for one year or more;
OR
- Lacking a permanent place to live four or more times in the past three years. *(Any period of institutionalization or incarceration shall be*

excluded when determining the length of time a household has been homeless.)

b. AT SIGNIFICANT RISK OF LONG-TERM HOMELESSNESS

- Those who have been previously homeless for extended periods of time; OR
- Faced with a situation or set of circumstances likely to cause the household to become homeless in the near future; OR
- Previously homeless persons who will be discharged from correctional, medical, mental health, or treatment centers who lack sufficient resources to pay for housing and do not have a permanent place to live.

3. AGE

Applicants must be between the ages of 18-24 at time of initial occupancy and have the legal capacity to enter into a lease under Minnesota law.

4. CITIZENSHIP

Applicants must be a United States citizen, national, or a noncitizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).

5. CRIMINAL HISTORY

Applicants whose backgrounds include violent or drug-related criminal activity are not eligible for assistance as described below.

Drug-related criminal activity, defined as the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug [24 CFR 5.100]. Prohibited activity may include actions classified as petty misdemeanors under State law. The Dakota County CDA may deny assistance to applicants who:

1. Have ever been convicted of drug-related criminal activity for the production or manufacture of methamphetamine;
2. Have been convicted within one year of the projected date of admission of illegal drug-related activity for the production, manufacture, sale, distribution, or possession with the intent to manufacture, sell, or distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
3. Have been evicted from housing within five years of the projected date of admission because of drug-related criminal activity for the production, manufacture, sale, distribution, or possession with the intent to manufacture, sell, or distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;

4. Have a history of illegal drug use or abuse of alcohol that has interfered with the health, safety, or right to peaceful enjoyment of the premises by other residents.

Violent criminal activity, defined as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage. The Dakota County CDA will deny assistance to applicants who:

1. Have a history of criminal activity involving crimes of physical violence against persons or property, and any other criminal activity that would adversely affect the health, safety, or well-being of other tenants or staff, or cause damage to the property;
2. Have a household member with a lifetime registration under a State sex offender registration program (Denied for life);
3. Have participated in criminal activity that may threaten the health or safety of property owners and management staff, and persons performing contract administration functions or other responsibilities on behalf of the CDA (including a CDA employee, CDA contractor, subcontractor, or agent);

The above policies provide a consistent set of standards for occupancy of Lincoln Place; however, the CDA reserves the right to apply its discretion in consideration the circumstances of each applicant with respect to criminal background screening. In applying its discretion, the CDA will consider mitigating factors such as the age of the applicant at the time of any criminal activity, any relationship between the crime and a documented disability, and whether or not the circumstances are sufficiently changed to minimize the likelihood of a future occurrence of criminal activity.

The CDA reserves the option to deny an applicant who does not meet the criteria listed above, require additional documentation of the circumstances of prior criminal activity before making a final decision and/or set conditions for admission to the program. Examples of documents and conditions that may be required may include a letter of support from a parole officer, a written service plan outlining the steps that will be taken to correct the conditions that led to the previous criminal activity, or other items as may be deemed necessary by the CDA.

Applicants must also be approved by the Dakota County CDA for occupancy of a unit at Lincoln Place apartments and must reside in the assisted unit to qualify for a rent subsidy under this program. Program participants are only eligible for rent subsidies during occupancy of a specific unit under contract at Lincoln place and subsidies are not transferable to other units or locations.

B. GROUNDS FOR DENIAL OF ASSISTANCE

Dakota County CDA may deny assistance to applicants who:

- A. Do not meet any one or more of the eligibility criteria;
- B. Do not supply information or documentation required by the application process;
- C. Fail to respond to a written request for information or a request to declare their continued interest in the program;
- D. Fail to complete any aspect of the application or lease-up process;
- E. Have engaged in or threatened abusive or violent behavior towards any CDA staff, on-site contractors, or residents;
- G. Currently owes rent or other amounts to the CDA or any Housing Agency in connection with the public housing, Section 8, or other assisted housing programs.
- H. Have committed fraud, bribery, or any other corruption in connection with any housing assistance program, including the intentional misrepresentation of information related to their application for the Lincoln Place Rent Subsidy Program

SECTION III

**VERIFICATION OF INCOME AND DETERMINATION
OF TENANT PAYMENT / RENT COLLECTION POLICY / SECURITY DEPOSIT**

A. VERIFICATION AND COMPUTATION OF ANNUAL INCOME AND ASSETS

- All **CDA LEVY** unit income and asset information is calculated and verified pursuant to the CDA's Administrative Plan for the Section 8 Housing Choice Voucher Program.
- All **MHFA** unit income and asset information is calculated and verified pursuant to the CDA's Administrative Plan for Lincoln Place
- All **HOUSING SUPPORT** unit income and asset information is calculated and verified pursuant to the State of Minnesota's HOUSING SUPPORT requirements.

B. DETERMINATION OF MONTHLY SUBSIDY

The amount of rent subsidy to be provided under the Lincoln Place Rent Subsidy Program will be determined according to the formula set forth below. Housing Support units are determined by the State of Minnesota Housing Support requirements.

1. Monthly Subsidy for Levy and MHFA subsidy units:
 - a. Lesser of the applicable Voucher Payment Standard (0-bedroom) OR the Gross Rent
 - b. Minus the Greater of \$50 OR 30% of Participant's Gross Monthly Income
2. Minimum Rent for Levy and MHFA subsidy units:
 - a. Participants of this program must contribute a minimum of \$50 per month to the rent payable under their lease.
 - b. If 30% of a participant's gross monthly income is less than \$50 at entry to the program, the CDA will waive the minimum rent for the first month of tenancy to allow the participant time to identify a source of funds to cover this expense. The contribution toward the minimum rent will not be anticipated as regular monthly income in setting the rent subsidy amount.

The above subsidy formula will use the zero-bedroom payment standard taken from the Payment Standards schedule adopted annually by the CDA for its Section 8 Housing Choice Voucher Program. The Gross Rent will be determined according to the proposed lease for the assisted unit.

C. 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 Late fee 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 the overdue rent (with a maximum late fee of \$40.00 per month) 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 fourteenth day from the date the late fee notice was issued, 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, not to exceed 14 days from the date of filing, for the Court hearing. Tenant will be responsible for management's legal costs in addition to delinquent rent. 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 an 8% of the overdue rent with a maximum late fee of \$40.00 per month) late fee if acceptable payment is not received by the 5th day of the month. An additional \$20.00 NSF charge will be assessed.

D. SECURITY DEPOSIT

Each tenant is required to pay a security deposit in an amount determined by the CDA. The security deposit will be held until the resident's lease end date and will be returned according to Minnesota Landlord and Tenant Statute Chapter 504B.178:

The security deposit may not be used to pay charges during occupancy.

The security deposit for residents of Lincoln Place will be \$500.00.

SECTION IV

ADMISSION TO THE PROGRAM

A. RESIDENT BRIEFING

Upon approval for a rent subsidy under this program, applicants will be briefed verbally on the requirements of the program. Participants will be presented an overview of the program and will meet with a CDA staff person to review the rent subsidy and tenant rent determinations, and CDA policies and procedures and other forms necessary to subsidize tenants rent.

B. LEVY SUBSIDY UNIT INSPECTIONS

Each unit to be occupied by a participant of the Lincoln Place CDA Levy Subsidy Program must be inspected to ensure that the unit is in a decent, safe, and sanitary condition. A Certificate of Occupancy will be required as verification that these standards are met at the time of initial occupancy of the building. After initial occupancy, each assisted unit will be inspected according to the Housing Quality Standards (HQS) policies.

The Property Manager will be notified of any unit not in decent, safe, and sanitary condition and will be provided a timeframe for correction. Upon correction of any deficiencies, staff will conduct a follow-up inspection (if required) to verify that the necessary repairs were completed. Any unit that is not restored to decent, safe, and sanitary condition within 30 days of the inspection will not be eligible for a continued rent subsidy under this program.

C. ADMISSION TO THE PROGRAM

Admission to the program will occur once the applicant has executed all CDA Levy financed required documents including:

1. Certificate of Participation
2. Government Data Practices Act Disclosure Statement
3. Consent for Release of Information to Dakota County and Program Administrator
4. Lease for the assisted unit at Lincoln Place
5. Lincoln Place Levy Rent Subsidy Lease Addendum

D. CONTRACT EXECUTION

Once a participant has completed all the steps necessary for admission to the program and the unit has passed an HQS inspection (if utilizing the CDA Levy subsidy), the Housing Assistance department will approve and execute the Housing Assistance Payment (HAP) Contract. The HAP Contract will be contiguous with the assisted lease and terms and conditions apply only to the unit inspected by the Housing Inspector and identified for occupancy on the Referral Form & Checklist. The HAP Contract sets for the terms and conditions under which rent subsidies will be provided to the owner for lease of the assisted unit.

E. HOUSING ASSISTANCE PAYMENTS FOR CDA LEVY UNITS

Housing Assistance Payments will be made in accordance with the terms of the HAP Contract. The Dakota County CDA makes subsidy payments on the first working day of the month. For new and delayed contracts and for mid-month changes, checks are prepared on the fourth working day of each month and on the closest business day to the 15th of the month. For rent

subsidies that are funded through grants conditioned on documenting an operating shortfall, funds will be drawn periodically for the project by the Finance Department on a reimbursement basis at the time of funding reconciliation.

SECTION V

RE-EXAMINATION OF INCOME

Income, assets, and eligibility for continued assistance will be re-examined at least annually and when participant income increases or decreases by \$500 or more per month. To the maximum extent possible, income will be annualized taking into account all anticipated sources of income throughout a typical year and interim rent adjustments will be limited to circumstances in which a change in the participant's status with respect to any income source has been documented. The monthly subsidy and tenant rent will be determined based on current rent for the unit, annualized household income/assets, and the applicable payment standard. Group Residential Housing Support units income and asset information is collected, monitored and retained by Service Provider.

SECTION VI

RESTRICTIONS ON THE USE AND CONTINUED ELIGIBILITY

A. TERMINATION OF BENEFITS

The CDA may at any time terminate benefits if a participant has:

1. Breached of participant obligations under the program
2. Failed to sign and submit consent forms
3. Failed to establish citizenship or eligible immigrant status
4. Committed fraud, bribery or any other corrupt or criminal act in connection with any assisted housing program.
5. Debts with the CDA or to another public housing agency in connection with an assisted housing program
6. Breached an agreement to repay money owed to a CDA
7. Engaged in or threatened abusive or violent behavior toward CDA personnel, contractors, or other residents.
8. Failed to attend an annual reexamination appointment or other pre-scheduled appointment.
9. Been evicted from the assisted unit.
10. Provided false, inaccurate, or incomplete information to the CDA relating to eligibility for the program or benefit amount.
11. Failed to report household income or changes in income promptly.
12. Committed illegal drug-related or violent criminal activity as defined in Section II of this document.
13. 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. PROHIBITION OF DUPLICATE SUBSIDIES

While receiving a subsidy under the Lincoln Place Levy Rent Subsidy Program, participants may not participate in other housing assistance programs. The participant must use the assisted unit as their sole residence and may not receive any duplicate housing subsidies for this or another housing unit. Acceptance of an on-going stipend from an outside party in order to pay the minimum rent required for this program is not considered a duplicate subsidy.

C. PROHIBITION OF PORTABILITY

The Lincoln Place Rent Subsidy Program provides rent subsidies only for eligible households residing in the Lincoln Place Young Adult Supportive Housing development located at 1997 Gold Trail in Eagan, Minnesota. This subsidy is not transferrable to any other housing unit or institution. Assistance for tenants receiving the benefit of this subsidy terminates automatically upon vacating the assisted unit.

SECTION VII

GRIEVANCE PROCEDURES

A. INFORMAL REVIEWS FOR APPLICANTS

1. The Dakota County CDA will provide applicants with the opportunity for an informal review of decisions denying:
 - a. Issuance of a Subsidy Commitment
 - b. Participation in the program
2. Informal reviews are not required for established policies and procedures such as:
 - a. Application of the adopted payment standard in setting the subsidy
 - b. Determination that a unit does not pass inspection
 - c. Refusal to extend a deadline for accepting a subsidy that was offered
3. The denial notice will describe:
 - a. The reasons for the decision
 - b. The family's right to informal review
 - c. The procedures and time frames for obtaining a review
4. Persons other than those who approved the decision, and their subordinates, will conduct the review
5. Applicants may present oral or written objections to the decision.

B. INFORMAL HEARING FOR PARTICIPANTS

1. The Dakota County CDA will give the program participant an opportunity for an informal hearing to consider whether decisions relating to the individual circumstances of the participant are in accordance with law and the Dakota County CDA's rules in the following cases:
 - a. A determination of the computation of the amount of housing assistance payment to the participant.
 - b. A decision to deny or terminate assistance on behalf of the participant.

Written notice of these determinations by the Dakota County CDA will state that if the participant does not agree with the decision, they may request an informal hearing on the decision within ten business (10) days of the date of mailing.

2. The guidelines for the informal hearing include:
 - a. Any person or persons designated by the Dakota County CDA, other than the person who made or approved the decision under review or a subordinate of that person, will conduct the hearing.
 - b. At his or her own expense, a lawyer or other representative may represent the participant.
 - c. The Dakota County CDA and the participant will have the opportunity to present evidence and question any witnesses.
 - d. The person who conducts the hearing shall issue a written decision, stating briefly the reasons for the decision, within five (5) business days of

the hearing. The participant promptly receives a copy of the hearing decision.

3. The Dakota County CDA is not bound by a hearing decision:
 - a. Concerning a matter for which the Dakota County CDA is not required to provide an opportunity for an informal hearing or otherwise in excess of the authority of the person conducting the hearing under the agency hearing procedures, or
 - b. Contrary to Federal, State, and local law.
 - c. If the Dakota County CDA determines that it is not bound by a hearing decision, the Dakota County CDA will notify the participant within five (5) business days of the determination and of the reasons for the determination.

OCCUPANCY RESTRICTIONS

The table below shows the number units required to meet various occupancy restrictions that apply at Lincoln Place due to the various funding streams. This table shows a presumed or likely breakdown of which units may be funded by a given funding source. However, while the number of units qualifying at each income level, homelessness status, and disability level is fixed, the actual source of funds that will subsidize each unit may fluctuate. Not all subsidies are administered by the CDA; subsidies not administered by the CDA are shown in italics below.

Table 1.0 Occupancy Restrictions

Units	Subsidy Source	Income Limits	Homelessness	Disability
5	CDA Levy	50% AMI	At Risk	n/a
3	MN Housing – ELHIF	30% AMI	LTH	
7	MN Housing – ELHIF	50% AMI	At Risk	
9	<i>MN Housing Support</i>	50% AMI	At Risk	
9*	MN DHS – HSASMI			SMI

*The 7 units required to be occupied by residents with SMI are not associated with any specific set of income or homelessness targeting but add another layer that will apply to any 7 residents meeting the other restriction categories.

HUD-SHP units were never used. 2 additional Housing Support units were added in their place in 2010

Key:
1. AMI – Area Median Income
2. At Risk = Persons at Significant Risk of Experiencing Long-Term Homelessness
3. LTH = Persons Experiencing Long-Term Homelessness
4. HUD-SHP = U.S. Department of Housing & Urban Development Supportive Housing Program
5. ELHIF = Ending Long-Term Homelessness Initiative Fund
6. HOUSING SUPPORT – Group Residential Housing Program
7. MN DHS – Minnesota Department of Human Services
8. HSASMI – Housing with Supports for Adults with Serious Mental Illness
9. SMI – Serious Mental Illness

Below is a chart of subsidies used to fill units at Lincoln Place in which restrictions apply based on subsidy type

Number of Units	Subsidy Type
9	Housing Support (Group Residential Housing)
5	CDA Local Levy
10	MHFA (Minnesota Housing Finance Agency)
1	Caretaker unit – No subsidy given

SECTION VIII**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's 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.

SECTION 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