



Dakota County
Community Development
Agency

PUBLIC HOUSING

ADMISSIONS AND CONTINUED

OCCUPANCY POLICY (ACOP)

Last Amended May 2014 (may-aj3)

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Part I
DEFINITIONS

Adjusted Income:

Annual Income less:

- A) \$480 for each Dependent;
- B) Child care expenses not to exceed an amount equal to the income received by family members able to work because of childcare.
- C) For any family that is not an elderly family but has a handicapped or disabled member other than the head of household or spouse, handicapped assistance expenses in excess of 3% of annual income, but this allowance may not exceed the income received by family members who are 18 years of age or older and able to work as a result of the assistance to the handicapped or disabled person:
- D) For any Elderly Family
 - 1) \$400 per family.
 - 2) Medical expenses for all family members which exceed 3% of annual income;
 - 3) An allowance for handicapped assistance expenses which exceed 3% of annual income computed in accordance with paragraph (c) of this section, plus an allowance for medical expenses;
 - 4) An allowance for combined handicapped assistance expenses and medical expenses that is equal to the amount by which the sum of these expenses exceeds 3% of annual income;

Annual Income:

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

- A) The full amount, before any payroll deductions, of wages and salaries, including compensation for overtime and other compensation for personal services (such as commissions, fees, tips, and bonuses).

- B) Net income from operation of a business or profession. Expenditures for business expansion or capital improvements shall not be deducted to determine net income from a business. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.
- C) Interest, dividends, and net income of any kind from real or personal property. Where the household has net assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD. Assets owned by more than one person should be prorated according to the percentage of ownership. If no percentage is specified or provided by the financial institution, state or local law, or any other legal document including but not limited to: divorce decree, deed, etc., the assets will be prorated evenly amongst owners.
- D) The full amount received from social security, annuities, periodic payments from insurance policies, retirement income, pensions, periodic benefits for disability or death, and other similar types of periodic receipts.
- E) IRA, Keough, and similar retirement accounts in which participation is voluntary but which the holder has access to the funds even though a penalty may be assessed. The expense of the penalty for withdrawing funds before maturity will be deducted.
- F) Company retirement and pension fund contributions which a person has access to without retiring or terminating employment.
- G) Payments in lieu of earnings, such as unemployment and disability compensation, workmen's compensation, and severance pay.
- H) Welfare assistance payments.
- I) The CDA considers historical patterns to be the best indicator of income from alimony and child support; therefore, the CDA will anticipate alimony and child support income based on payments received over a 12-month period unless documentation is provided by the family showing a permanent change in status (i.e. death of the supporter or termination of the payment obligation.)
- J) Periodic and determinable allowances, such as regular contributions or gifts, including amounts received from any person not residing in the dwelling and including payments paid on behalf of the household, and non-cash contributions provided on a regular basis.

- K) All regular pay, special pay and allowances (such as longevity, overseas duty, rental allowances, allowances for dependents, etc.) of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse, or other person whose dependents are residing in the unit.
- L) Payments to the head of the household for support of a minor or payments to a minor for their support but controlled for their benefit by the head of the household or a resident family member other than the head who is responsible for their support.
- M) When families report zero income, and have no income excluded for rent computation, the CDA will require zero income participants to complete a zero income form. The form asks residents to estimate how much they spend on: telephone, cable TV, food, clothing, transportation, health care, child care, debts, household items, etc. and whether any of these costs are being paid by an individual outside the family. If any such payments are received they are to be considered income.

Annual income does not include:

- A) Temporary, 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) Amounts of educational scholarships paid directly to the student or to the educational institution, and amounts paid by the Government to a veteran for meeting the costs of tuition, fees, books, and equipment, materials, supplies, transportation and miscellaneous personal expenses of the student. Any amounts of such scholarships, or payments to veterans, not used for the above purposes that are available for subsistence will be included in income.
- F) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire.
- G) Income from employment of children (including foster children) under the age of 18 years.

- H) Payments received for the care of foster children or foster adults.
- I) Income of a live-in aide.
- J) Earnings in excess of \$480 for each full-time student 18 years of age or older (excluding the head of household and spouse). A full-time student is defined by the CDA as a student that has consistently been a full-time student (excluding summer semester) and plans to enroll for fall semester the upcoming school year as a full-time student.
- K) Adoption assistance payments in excess of \$480 per adopted child.
- L) Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit.
- M) Amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.
- N) The earnings and benefits to any resident resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988, section 22 of the U.S. Housing Act of 1937 (42 U.S.C. 1437 et seq.), or any comparable federal, state or local law during the exclusion period.
- O) Amount received:
 - 1) Under training programs funded by HUD.
 - 2) By a disabled person that is disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a plan to attain self-sufficiency.
 - 3) By a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program.
 - 4) For a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a public housing resident for performing a service for the CDA, on a part-time basis, that enhances the quality of life in public housing. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time.

- 5) Compensation from state or local employment training programs and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for a limited period as determined in advance by the Dakota County CDA.

- P) Amounts specifically excluded by any other federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the 1937 Act. The following types of income are subject to such exclusion:
- 1) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b));
 - 2) Payments to Volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C. 5044(f)(1), 5058);
 - 3) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));
 - 4) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (25 U.S.C. 459e);
 - 5) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
 - 6) Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-04);
 - 7) The first \$2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-8);
 - 8) Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under Federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);
Payments received from programs funded under Title V of the Older Americans Act of 1965 (42 U.S.C.3056g);
 - 9) Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange liability litigation, M.D.L. No. 381 (E.D.N.Y) (Pub. L. 101-201- and 101-39);
 - 10) Payments received under the Maine Indian Claims Settlement Act of 1980 (Public Law 96-420, 25 U.S.C. 1721) pursuant to 25 u.S.C. 1728(c);

- 11) The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q);
- 12) Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32 (l));
- 13) Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);
- 14) Allowances, earnings and payments to Americorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));
- 15) Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602);
- 16) Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931);
- 17) Any amount received under the School Lunch Act and the Child Nutrition Act of 1966 (42 U.S.C. 1780(b)), including reduced-price lunches and food under the Special Supplemental Food Program for Women, Infants, and Children (WIC);
- 18) Payments, funds or distributions authorized, established, or directed by the Seneca Nation Settlement Act of 1990 (25 U.S.C. 1774f(b));
- 19) Payments from any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts as provided by an amendment to the definition of annual income in the U.S. Housing Act of 1937 (42 U.S.C. 1437) by Section 2608 of the Housing and Economic Recovery Act of 2008 (Pub. L. 110-289, 42 U.S.C. 4501);
- 20) Compensation received by or on behalf of a veteran for service-connected disability, death, dependency, or indemnity compensation as provided by an amendment by the Indian Veterans Housing Opportunity Act of 2010 (Pub. L. 111-269) to the definition of income applicable to programs authorized under the Native American Housing Assistance and Self-Determination Act of 1996 (25 U.S.C. 4101) and administered by the Office of Native American Programs;

- 21) A lump sum or a periodic payment received by an individual Indian pursuant to the Class Action Settlement Agreement in the case entitled *Elouise Cobell et al v. Ken Salazar et al.*, United States District Court, District of Columbia, as provided in the Claims Resolution Act of 2010 (Pub. L. 111-291).

Battered Person:

An applicant who is being or has been assaulted by a spouse, other relative or by a person with whom they are residing or have resided with, in the past. The actual or threatened violence must have occurred recently or be of a continuing nature.

Child Care Expenses:

Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to be gainfully employed or to further his or her education. The amount deducted shall reflect reasonable charges for childcare, and, in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment.

Community Roots:

An applicant, who lives, works, has been notified to begin work, or is a full-time student in Dakota County, or has immediate family living in Dakota County.

Dakota County Resident:

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

Dependent:

A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age, is a disabled or handicapped person, or is a full-time student.

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 can be expected to last for a continuous period of not less than 12-months; or

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

Section 102 (7) of the Development Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001 (7)) defines developmental disability as:

"Severe chronic disability that: (a) is attributable to a mental or physical impairment or combination of mental and physical impairments; (b) is manifested before the person attains age 22; (c) is likely to continue indefinitely; (d) results in substantial functional limitations in 3 or more of the following area of major life activity: (1) self-care, (2) receptive and responsive language, (3) learning, (4) mobility, (5) self-direction, (6) capacity for independent living, (7) economic self-sufficiency; and (8) reflects the persons need for a combination and sequence of special, interdisciplinary, or generic care, treatment or other services which are of lifelong or extended duration and are individually planned and coordinated."

Disabled family:

A family whose head (including co-head), spouse, or sole member is a person with a disability. It may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides.

Displaced family:

A family in which each member, or whose sole member, is a person displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws.

Drug-Related Criminal Activity:

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

Effective Date:

The 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 resident, the effective date of the re-determined total resident payment.

Elderly Family:

A family whose head (including co-head), spouse, or sole member is a person who is at least 62 years of age, disabled or handicapped as defined in this section; and may include two or more

elderly, disabled, or handicapped 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. Elderly families must be given preference over the near-elderly families (as defined in this section) and single persons (as defined in this section) in properties built for the elderly.

Elderly Person:

A person who is at least 62 years of age.

Eligibility Income:

For the purpose of determining whether a household is income eligible, income shall be determined in accordance with the definition of annual income in Part I,

Family:

Includes but is not limited to:

- 1) A family with or without children (the temporary absence of a child from the home due to placement in foster care shall not be considered in determining family composition and family size);
- 2) An elderly family;
- 3) A near-elderly family;
- 4) A disabled family;
- 5) A displaced family;
- 6) The remaining member of a tenant family; and
- 7) A single person who is not an elderly or displaced person, or a person with disabilities, or the remaining member of a tenant family.

Flat Rent:

Maximum rent that a household can pay for rent, based on the market rent charged for comparable units in the private unassisted rental market.

Full-Time Student:

A person who is carrying a subject load which is considered full-time for day students under the standards and practice of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

Gross Income:

Means total annual income as defined in this section.

Handicapped Assistance Expenses:

Reasonable expenses that are anticipated during the period for which annual income is computed for attendant care and auxiliary apparatus for a handicapped or disabled family member and that are necessary to enable a family member (including the handicapped or disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

Handicapped Person:

A person shall be considered handicapped if such person is determined to have a physical impairment which: (1) is expected to be of long-continued and indefinite duration; (2) substantially impedes the persons ability to live independently; and (3) is such that the person's ability to live independently could be improved by more suitable housing conditions.

Head of the Household:

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

HUD:

The term HUD means the United States Department of Housing and Urban Development.

Involuntary Displacement due to Government Action:

When an applicant has vacated or will have to vacate his or her housing unit as a result of activities carried on by an agency of the United States or by any state or local governmental body or agency in connection with code enforcement or a public improvement or development program.

Live-in Aide:

A person who resides with an elderly, disabled, or handicapped person or persons and who:

- A) Is determined by the Dakota County 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.

Lower Income Family:

A family whose annual income does not exceed 80% of the area median income, as determined by HUD.

Medical Expenses:

Those medical expenses, including medical insurance premiums, which are anticipated during the period for which annual income is computed, and that are not covered by insurance.

Near-Elderly Family:

A family whose head, spouse or sole member is a person who is at least 50 years of age but

below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides. Near-elderly families may be given a preference over single persons (as defined in this section) in projects built for the elderly.

Near-elderly family:

A family whose head (including co-head), spouse, or sole member is a person who is at least 50 years of age but below the age of 62; or two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62, living with one or more live-in aides.

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.

Nonimmigrant Student-Alien:

An alien having a residence in a foreign country which he/she has no intention of abandoning, who is a bona fide student qualified to pursue a full course of study and who is admitted to the United States as a nonimmigrant alien as defined in section 101(a)(15)(F)(i) of the Immigration and Nationality Act (8 U.S.C. 1101(a)(15)(F)(i) temporarily and solely for the purpose of pursuing such a full course of study at an established institution of learning or other recognized place of study in the United States. Nonimmigrant student-alien also means the alien spouse and minor children of such student if accompanying him/her or following to join him/her.

Rent:

The term rent, as used herein, unless otherwise specified, shall mean the total resident payment.

Remaining Member of a Tenant Family:

See Part III for discussion of the eligibility of a remaining member of a tenant family.

Resident Rent:

The amount payable monthly by the family 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. Resident rent equals total resident payment less the utility allowance.

Service person:

Persons 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.

Single Person:

An adult person living alone or intending to live alone and who does not qualify as an elderly family or displaced person or as the remaining adult member of a tenant family. Elderly families (as defined in this section) must be given preference over single persons, and near-elderly families (as defined in this section) may be given preference over single persons in properties built for the elderly.

Spouse:

The husband or wife of the head of the household.

Total Tenant Payment (TTP):

The amount payable monthly by the family as rent to the CDA plus the amount of the utility allowance. (See utility allowance.)

Utilities:

Water, electricity, gas, heating, refrigeration, cooking fuels, trash collection, and sewerage services. (See utility allowance.)

Utility Allowance:

A fixed amount allowed to the resident as a deduction from the gross rent for utilities purchased separately by the resident. The amount of the allowance is based on the average estimated cost of utilities such as gas, electricity, and heating fuels for living units of various bedroom sizes as determined by the CDA's utility allowance schedule. Telephone service and electricity for amenities or excessive use of utilities are not covered by the utility allowance (see Appendix B).

VAWA:

Violence Against Women and Department of Justice Reauthorization Act of 2205 (Pub. L. 109-162, approved August 28, 2006) as amended by the U.S. Housing Act of 1937 (42 U.S.C. 1437d and 42 U.S. 1437f).

Very Low-Income Family:

A lower income family whose annual income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

Veteran:

Any person, who served honorably on active duty in the armed forces of the United States. (Discharges marked GENERAL AND UNDER HONORABLE CONDITIONS also qualify.)

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

A) Purpose

At times, persons with disabilities may need a reasonable accommodation in order to permit them to take full advantage of the CDA's housing programs and related services. When such accommodations are requested and granted, they do not confer special treatment or advantage for the person with a disability; rather, the accommodations make the CDA's housing programs fully accessible to them in a way that would otherwise not occur due to the disability. This section provides information regarding how program participants and applicants may request reasonable accommodations and the guidelines the CDA will use in determining whether it is reasonable to provide a requested accommodation.

B) Application

The CDA will ensure that all applicants and participants are provided information regarding the opportunity to request reasonable accommodations necessary to enable them to access the CDA's housing programs.

The Executive Director and/or his/her designee have the right to amend this policy as they see necessary to ensure the effective administration of this policy.

Factors in Granting or Denying a Requested Accommodation

- A) Is the person requesting the accommodation a person with a disability? For this purpose, the following definition, from the Federal Fair Housing Act is used:

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.

If the disability is apparent or already documented, the answer to this question is "yes". If the disability is not apparent or documented, the CDA will request verification from a health care provider that the person making the request is a person with a disability under the Fair Housing Act definition.

- B) Is the requested accommodation linked or related to the disability? If it is apparent that the request is related to the disability for which the accommodation is being requested, the answer to this question is "yes". If it is not apparent, the CDA will request verification from a health care provider that the requested accommodation is linked or related to the disability.
- C) Is the requested accommodation necessary to permit the disabled person an equal opportunity to access and use the CDA's housing programs? If it is apparent that the request is necessary to permit the disabled person to access and use the CDA's housing programs, the answer to this question is "yes". If it is not apparent, the CDA will request verification from a health

care provider that the requested accommodation is necessary to permit the disabled person to access and use the CDA's housing programs.

- D) Is the requested accommodation reasonable? In order to be determined to be reasonable, the requested accommodation must meet two criteria;
- 1) Would the requested accommodation require a fundamental or substantial alteration of the CDA's housing program?
 - 2) Would the requested accommodation create an undue financial hardship or administrative burden to the CDA?

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

Requests for accommodation are considered on a case-by-case basis, taking into account all relevant information. Before making a decision, the CDA may request that the person making the request provide further information, or provide verification from a health care provider regarding the requested accommodation.

All decisions granting or denying requested accommodations will be in writing.

Considerations for Specific Accommodations

A) Companion Animals

While it is possible that the CDA may approve a companion animal as a reasonable accommodation, it is necessary that certain limits be established in order to protect the health and welfare of all residents, the CDA's property, and the welfare of the companion animal. These limits are established recognizing the fact that CDA housing generally requires families to live in close proximity to other households, and the rights of all residents to the peaceful enjoyment of their homes.

If requested as a reasonable accommodation, common household animals may be approved. "Common household animals" are dogs, cats, small caged birds, small caged mammals and fish in aquariums up to 10 gallons. Snakes and other reptiles will not be permitted.

Residents must submit a written Request for Reasonable Accommodation to the CDA **prior** to obtaining a companion animal.

Dogs and cats will be permitted as companion animals only under the following conditions:

A dog or cat must be at least one year old;

A dog must be a breed that is not more than 30 pounds when fully grown¹;

¹ This restriction does not apply to an animal that is trained and certified to assist the handicapped or disabled.

All dogs and cats must be spayed or neutered;
All cats must be declawed;
All dogs and cats must be licensed in the municipality in which they will live;
All dogs and cats must receive current distemper, rabies and all other required vaccinations;
A dog must not have been declared to be “dangerous” or “potentially dangerous” by any municipality or law enforcement agency.

The CDA will require any person requesting a companion animal as a reasonable accommodation to provide written third-party verification of the animal’s status with respect to these criteria before approval of the companion animal and annually thereafter.

After approval of the companion animal, the following Rules must be complied with:

Rules for Owners

All authorized companion animals must be registered with the Dakota County Community Development Agency. Residents will receive a written permit to keep any authorized animal on or about the premises. This privilege may be revoked at any time subject to the CDA’s grievance procedure if the animal becomes destructive or a nuisance to others, or if the resident/owner fails to comply with the following:

1. Registration Requirements

At the time that a request for approval of a companion animal is granted, the resident must register the animal with CDA Management. Re-registration is required at the time of the annual re-exam/lease renewal.

At the time of initial registration, and at each subsequent registration, each resident shall provide CDA Management with the following:

1. The names, addresses, and telephone numbers of at least two (2) people who will be responsible for housing and caring for the animal during vacations or in an event of emergencies, hospitalization, or death of the resident.
2. Proof of valid licenses and inoculations as well as verifications of spaying or neutering of any animal and declawing of any cat, signed by a licensed veterinarian.

The CDA will provide the resident with a copy of the CDA Animal Policy at the time the companion animal is registered. The resident may be provided with a sticker to place in the home indicating there is an authorized animal inside the unit. The resident must not remove such notification during the duration of the animal’s ownership.

Charges for Services and/or Repairs

Resident shall pay reasonable charges for services and/or repairs of all damages caused by the companion animal to the leased premises, building, and grounds. Charges billed for repairs or services shall specify items serviced and/or repaired and the cost. The charges will become due and payable in full on the first day of the month following the month in which the charge is made.

2. Humane and Health Law Requirements

No companion animal may be kept in conditions that violate humane or health laws of the City, County, or State.

3. Disturbances Caused by Companion Animals

An owner shall not permit any disturbances by his/her companion animal, which interferes with the peace of other neighbors, visitors, staff or agents of the CDA. Such disturbances include, but not limited to barking, growling, howling, biting, chewing, scratching, or other activities that threaten or disturb others.

4. Behavior by Animal That Constitutes an Immediate Threat

If a companion animal becomes viscous, displays symptoms of severe illness, or demonstrates other behavior that constitutes an immediate threat to health or safety of the tenancy as a whole, management will request the owner to remove the companion animal from the unit immediately.

If the owner refuses to remove the animal or if management is unable to contact the owner, management may contact the appropriate state or local authority to have the animal immediately removed from the unit. Any costs associated with the removal and care will be the responsibility of the owner.

5. Improperly Cared for Animal

If the health or safety of a companion animal is threatened by the death or incapacity of the owner, or by other factors that render the owner unable to care for the animal, the CDA may contact the responsible party listed in the registration as an alternative custodian. If the responsible party is either unwilling or unable to care for the animal, the CDA will contact the appropriate state or local authority and request its removal. If the state or local authorities are unavailable, the CDA may enter the owner's unit and remove the animal. The cost of the animal care will be billed as a charge on the resident's account.

6. Animal-Related Liability

Resident will be held responsible for any threat to the health and safety of others caused by their companion animal. Resident agrees to indemnify, defend and hold management harmless from and against any and all claims, actions, suits, judgments and demands brought by any other party

on account of or in conjunction with any activity of or damage caused by their animal. Therefore, it is strongly recommended that residents who own an animal purchase a personal liability insurance policy (renters insurance) from an insurance carrier of their choice.

7. Unattended Animal

Residents are responsible for their companion animal at all times. If the resident is unable to care for his/her companion animal for any reason, he or she must arrange for substitute care.

If any animal is left unattended and it is determined by the CDA that the animal is in distress or is suffering from lack of care, or if it is causing a disturbance to others, the CDA may enter the owner's unit, remove the animal and deliver it or have it delivered to the proper authorities. The CDA accepts no responsibility for the animal under such circumstances.

8. Abused or Neglected Animal

If it is determined by the CDA that an owner is no longer capable of properly caring for the companion animal, the CDA may, at its sole discretion, require that the animal be removed from the owner's immediate possession and control.

9. Control Requirements

All animals must be leashed or restrained whenever outside the owner's unit. The owner or another responsible person must accompany the companion animal at all times when the animal is outside the owner's unit, including but not limited to all common areas of the property.

10. Enclosure Restrictions

Companion animals may not be kept outdoors without the expressed approval of the CDA. An owner may also not alter the interior or exterior physical structure of the dwelling unit or yard in order to create an enclosure without the prior approval of the CDA Management. This includes the installation of any fences.

11. Waste Disposal Requirement

Each owner is responsible for *promptly* cleaning up waste deposited within his/her unit, on the unit grounds or elsewhere. Such waste must be disposed of in the exterior trash containers.

No dogs may be permitted to urinate or defecate within the unit; they must be regularly exercised outside the unit to relieve themselves.

Each owner shall provide a litter box for his/her cat. Each litter box shall be kept within the owner's unit. No less than every other day, the litter box shall be cleaned and the accumulated waste properly wrapped in a sealed plastic garbage bag and disposed of in exterior trash containers.

Each owner must take adequate precautions to prevent or eliminate any pet odors within or around the dwelling unit, and will maintain the unit in a clean and sanitary condition at all times. No waste or litter box material is to be disposed of through sinks or toilets.

12. Documentation Verifying Vaccinations

Residents shall supply documentation from a veterinarian verifying that their companion animal is current with all required vaccinations. Authorized animals shall be required to be re-inoculated against rabies no less than every 12 months.

13. License, Inoculation, and Identification Requirements

Each companion animal shall be licensed annually and shall wear valid animal license tag at all times. In addition, an animal owned by a resident shall wear at all times a valid rabies inoculation tag and an identification tag bearing owner's name, address and telephone number.

14. Description

Upon approval of a companion animal, the owner will provide the CDA with a recent photo and complete description of the companion animal. The approval of a companion animal will only apply to that specific animal, and any replacement animal must be the subject of a separate Request for Reasonable Accommodation.

15. Compliance with CDA Regulations and Policies

Upon approval of a companion animal, the Resident will be required to execute a Lease Addendum regarding the animal and to agree to comply with any regulations and/or CDA policies in effect.

Part III

ELIGIBILITY REQUIREMENTS

A) Profile Requirements

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; or
- 2) A single person who is:
 - a) Eligible, by age, to receive an old age benefit under Title II of the Social Security Act; or
 - b) Handicapped within the meaning of either Section 202 of the Housing Act of 1959; or
 - c) Disabled within the meaning of either Section 223 of the Social Security Act or Section 102(5) of the Development Disabilities Services and Facilities Construction Amendments of 1970; or
 - d) Displaced by governmental action or by a formally recognized disaster.
 - e) Near-elderly, this is defined as at least 50 years of age or older but not yet 62 years of age.
 - f) In the process of securing legal custody or adopting any individual under the age of 18 years.
 - g) A single person who is not elderly or displaced or a person with disabilities or a remaining member of a tenant family.

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 2) for the 12 month period following occupancy is not anticipated to exceed the income limits for admission. (See Appendix A.)

C) Other Qualifications

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, or the physical environment, or the financial stability of the project. 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 actual or threatened violence to persons or property or a history of other criminal acts, conduct or behavior which would adversely affect the health, safety, or welfare of other residents.
 - f) History of any Drug-Related Criminal Activity.
 - g) An applicant who has a record of lease violations or Section 8 program violations and/or excessive damages.
 - h) Applicants being investigated or convicted of fraudulent activity against any federal, state or local housing assistance program, income assistance program, or private financial institution.
 - i) Misrepresentation of information submitted to the CDA for purposes of determining preference or eligibility.
- 2) Whether the applicants are capable of living independently.
 - 3) The CDA will automatically deny admission to any applicant who:
 - a) Has a recent history of criminal activity involving crimes to persons or property and/or other criminal acts that would adversely affect the health, safety or welfare of other residents of CDA personnel;
 - b) Was evicted, because of drug-related criminal activity, from housing assisted under the U.S. Housing Act of 1937, for a minimum of a three year period beginning on the date of such eviction, unless the applicant has successfully completed, since the eviction, a rehabilitation program approved by the CDA;

- c) The CDA has reasonable cause to believe is illegally using a controlled substance; or
 - d) The CDA has reasonable cause to believe abuses alcohol in a way that causes behavior that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents or CDA personnel.
 - e) 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.
 - f) Is convicted of methamphetamine manufacture or production. The CDA must permanently deny admission of any household that includes a member who has been convicted of drug related criminal activity for the manufacture or production of methamphetamine on the premises of any federally assisted housing.
- 4) 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 and court 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 low-income housing program.
- 5) Except for situations in item C.3., above, 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.
- 6) An applicant is required to have a social security number (SSN). The family is allowed 90 days to get a newborn's SSN, and the CDA is required to grant another 90 days if the CDA determines that the family was unable to comply with the requirement due to unforeseen circumstances. An alternate ID can be generated while waiting for the SSN. If the SSN is not provided within the time period, the CDA must terminate the family's tenancy or assistance of the entire family. There are 3 exceptions to the requirement stated below.
- 1) Those individuals who contend to not have eligible immigration status.
 - 2) Existing program participants as of 1/31/2010 who have previously disclosed

their SSN and it has been determined to be a valid SSN.

- 3) Existing program participants as of 1/31/2010, who are 62 years of age or older, and had not previously disclosed a valid SSN. This exemption continues even if the individual moves to a new assisted unit.

D) Right To A Hearing

Each applicant determined to be ineligible shall be promptly notified by the CDA in writing of such determination with the reasons therefore and of their right, upon request, within a reasonable time, to an informal hearing on the determination. The determination reached by the CDA after any such applicant-requested informal hearing is held shall be rendered within five working days and deemed final.

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

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

In the event that the head of household passes away leaving only minor children as the remaining household members in the unit, it will be necessary for an adult to temporarily move into the unit to serve as a guardian. The income received by the temporary guardian will be counted in determining family income. Although typically a criminal background check is required before anyone can move into a public housing unit, this requirement will be waived for a guardian in this situation. Instead, the background check will occur after the person moves in. If the results of the check dictate that the person is ineligible for public housing, the family shall be given a reasonable time to find a replacement guardian or vacate the property.

F) Continued Occupancy and Community Service

1) General

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

- a) Contribute eight hours per month of community service (not including political activities) within the community in which the public housing development is located, or
- b) Participate in an economic self- sufficiency program unless they are exempt from this requirement.

2) Exemptions

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

- a) Family members who are age 62 or older.
- b) Family members who are blind or disabled.
- c) Family members who are the primary caregiver for someone who is blind or disabled.
- d) Family members engaged in work activity.
- e) Family members who are exempt from work activity under Part A. Title IV. of the Social Security Act or under any other state welfare program, including MFIP or any other welfare-to-work program.
- f) Family members receiving assistance under a state program funded under Part A. Title IV. of the Social Security Act, MFIP, or any other state welfare program, including welfare-to-work and who are in compliance with that program.
- g) Family members participating in a self-sufficiency program such as job training, those attending school full-time, or those who are participating in a job readiness program.

3) Notification of the Requirement:

- a) The CDA shall identify all adult family members who are apparently not exempt from the community service requirement
- b) The CDA shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. The CDA shall verify such claims.
- c) The notification will advise families that their community service obligations will begin upon the effective date of their first annual reexamination on or after 10/01/03. For families paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

4) Volunteer Opportunities

- a) Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community.
- b) An economic self-sufficiency program is the one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency work fare, financial of household management, apprenticeship, and any program necessary to ready to participant to work (such as substance abuse or mental health treatment).
- c) The CDA will coordinate with Resident Councils, social service agencies, local schools, and other public and private agencies in identifying a list of volunteer community service positions. Individual residents may suggest other volunteer community service options.

5) The Process

At the first annual (flat rents, too) reexamination on or after October 1, 2003, and each annual reexamination thereafter, the CDA will do the following:

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

6) Notification of Non-Compliance with Community Service Requirement:

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

- a) The family member(s) has been determined to be in non-compliance;
- b) That the determination is subject to the grievance procedure; and
- c) That, unless the family member(s) enter into an agreement to

comply, the lease will not be renewed or will be terminated.

7) Opportunity to Remedy Non-Compliance

- a) Prior to the anniversary of the lease, the CDA will offer the family member(s) the opportunity to enter into an agreement to remedy past non-compliance with the community service requirement. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. The hours must be contributed over the 12-month period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement. The first hours a resident earns goes toward the current commitment until the current year's commitment is satisfied.
- b) If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service by more than three (3) hours after three (3) months, the CDA shall take action to terminate the lease.

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 low-income housing and the statutory purpose in developing and operating a socially and financially sound low-income housing program which provides a decent home and suitable living environment and fosters economic and social diversity in the resident body as a whole.

A) The CDA shall not discriminate against any applicant because of race, color, creed, religion, sex, national origin, familial status, political or other affiliation, marital status, handicap, or source of income.

B) Tenant Selection and Assignment Plan

Each applicant shall be assigned their appropriate place on one to five community-wide lists in sequence based upon date and time his application is received, suitable type or size of unit, and factors affecting preference or priority established by the CDA's regulations, except for every fiscal year, the CDA will insure that at least 40% of all new admissions are by household whose incomes do not exceed thirty percent of the area median income, as required by HUD, (i.e. do not qualify for the CDA's income preference referenced in Section C and Section D of this part and Appendix A). Each applicant can be listed on any or all waiting lists. The following communities will have separate waiting lists:

- 1) West St. Paul, Inver Grove Heights, and Mendota Heights
- 2) Eagan and Burnsville
- 3) Rosemount and Apple Valley
- 4) Lakeville and Farmington
- 5) Hastings

At a given time, the applicant first on the waiting list shall be offered a dwelling unit in accordance with the following plan. The Dakota County CDA has the ability to hold a unit for up to 60 days to allow the eligible applicant sufficient time to make arrangements with their current housing provider, if applicable:

- 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 of each list on which the applicant's name has been placed.
- 2) 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 remove their name from the city in which the unit offer was made. This will allow the applicant to preserve their placement on the remaining waiting lists for other cities.

- 3) If the applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents clear evidence of his inability to move to the CDA's satisfaction, refusal of the offer shall be considered to be an allowable refusal and the applicant's name shall not be moved to the bottom of the eligible applicant list.
- 4) 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 considerations 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:

- 1) Applicant unable to move due to health reasons.
- 2) Vacancy offered is in a different school district and applicant can verify necessity to remain in same district; i.e. special educational needs.
- 3) Inaccessibility to day care.
- 4) Inaccessibility to employment (applicant has to travel more than 6 additional miles (each way) to employment, or if transportation is proven hardship).
- 5) An applicant pending a fraud investigation by any government agency will be by-passed on the waiting list until the applicant is either convicted or acquitted of fraud.
- 6) Once an applicant accepts a unit offered to them by the CDA, the applicant's name will be removed from any remaining waiting lists.

a. Preference Factors in the Selection of Residents for Public Housing

In order to implement the CDA's Community Selection Preference Policy, the waiting list for each community specified in Section III.B. above shall be maintained separately. Applicants will be placed on each waiting list and offered units according to preferences described herein, date and time of application.

The CDA in selecting eligible applicants to fill vacancies shall give consideration to the following factors in the order shown:

- 1) Applicants who are currently CDA Family Partnership, Senior Housing, or Lincoln Place residents in good standing whom are eligible, and the CDA has determined a

transfer to a Public 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, Senior Housing, or Youth Supportive Housing program as determined by the CDA's Director of Property Management

- 2) Applicants who are Dakota County Residents who have total annual income equal to or greater than 30% of area median income adjusted for family size.(See Appendix A)
- 3) Applicants who are Dakota County residents.

b. Preference Factors in the Selection of Residents for the Colleen Loney Manor.

Applicants within each preference factor will be placed on the waiting list and offered units according to date and time of application.

The CDA, in selecting eligible applicants to fill vacancies, shall give consideration to the following factors in the order shown:

- 1) Elderly Applicants who have Community Roots who claim and verify Involuntary Displacement due to Government Action as defined in Part I.
- 2) Elderly Applicants who have Community Roots who have a total annual income equal to or greater than 30% of the area median income adjusted for family size.
- 3) Elderly Applicants who have Community Roots.
- 4) Elderly Applicants who do not have Community Roots and who have a total annual income equal to or greater than 30% of the area median income adjusted for family size.
- 5) All other Elderly Applicants.
- 6) Near-Elderly Applicants who have Community Roots who claim and verify Involuntary Displacement due to Government Action as defined in Part I.
- 7) Near-Elderly Applicants who have Community Roots who have a total annual income equal to or greater than 30% of the area median income adjusted for family size.
- 8) Near-Elderly Applicants who have Community Roots.
- 9) Near-Elderly Applicants who do not have Community Roots and who have a total annual income equal to or greater than 30% of the area median income adjusted for family size.
- 10) All other Near-Elderly Applicants.

- 11) Single Applicants who have Community Roots who claim and verify Involuntary Displacement due to Government Action as defined in Part I.
- 12) Single Applicants who have Community Roots who have a total annual income equal to or greater than 30% of the area median income adjusted for family size.
- 13) Single Applicants who have Community Roots.
- 14) Single Applicants who do not have Community Roots and who have a total annual income equal to or greater than 30% of the area median income adjusted for family size.
- 15) All other Single Applicants.

E) Prohibition of Preference for Drug-Related Criminal Activity

The CDA may not give a federal, local, or residency preference to an applicant who was evicted during the past three years because of Drug-Related Criminal Activity from housing assisted under a 1937 Housing Act program.

F) Reassignment or Transfers to Other Dwelling Units

Reassignment or transfers to other dwelling units shall be made without regard to familial status, race, color, creed, religion, sex, national origin, political or other affiliation marital status, handicap, or source of income as follows:

- 1) Residents shall not be transferred to a dwelling unit of equal size either within a project or between projects, except for alleviating hardships as determined by the Executive Director or his/her designee.
- 2) Transfers shall be made to correct occupancy standards.
- 3) Transfers required to correct occupancy standards shall take precedence over new admissions.
- 4) Families in over-occupied units shall be offered a larger unit at the first available opportunity or a Housing Choice Voucher depending on availability.
- 5) Families in under-occupied units shall be offered a smaller unit at the first available opportunity or a Housing Choice Voucher depending on availability. This may be waived to avoid a vacancy problem, to maintain full occupancy, or to prevent a hardship to the family.
- 6) The number of units offered to a family transferring will be one unless there is a hardship situation as determined by the CDA. If tenant refuses the unit offered, the lease may be terminated by management with a 60 day notice.

- 7) Either the resident or the CDA may initiate a special transfer to accommodate a resident with a handicap or disability. A reasonable accommodation transfer occurs when it is determined that a resident with a handicap or disability is having difficulty in their current housing due to their handicap or disability and their living situation could be substantially improved by the move. This includes the transfer of a non-handicapped family from a handicapped-accessible unit that is needed to accommodate a person with a handicap.

Part V

SCHEDULE OF RENTS AND RENT COLLECTION POLICY

A) Schedule of Rents

- 1) Total resident rents are based on Annual Income as defined in Section I. Except as provided for in paragraphs 2, 3, and 4 of this section, rent is determined according to the Table of Gross Rents (Appendix C) and Public Housing Flat Rents (Appendix D).
- 2) The total resident rent for any dwelling unit shall not be less than 10% of the Annual Income.
- 3) In those cases where the resident pays their own utility bills, a utility allowance will be subtracted from the total resident rent according to an approved Utility Allowance Schedule (Appendix B).
- 4) In those cases where rent computations result in an apparent "negative rent" as determined from the Schedule of total resident rent less utilities, the CDA shall pay to the resident the negative rent as determined by their unit size. The resident shall be responsible for paying his utility charges directly.
- 5) The CDA has set the minimum rent at \$50. However, if the family requests a hardship exemption, the CDA will immediately suspend the minimum rent for the family until the CDA can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature. It is the family's responsibility to provide the information supporting the claimed hardship.
 - a) A hardship exists in the following circumstances:
 - 1) When the family has lost eligibility for or is waiting for an eligibility determination for a federal, state, or local assistance program.
 - 2) When the family would be evicted as a result of the imposition of the minimum rent requirement.
 - 3) When the income of the family has decreased because of changed circumstances, including loss of employment.
 - 4) When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items.
 - 5) When a death has occurred in the family.

- b) No hardship: If the CDA determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension. The CDA will offer the family an opportunity to sign a Payment Agreement for any rent not paid during the period of suspension. During the suspension period the CDA will not evict the family for non-payment of the amount of resident rent owed for the suspension period.
- c) Temporary hardship: If the CDA reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The CDA will offer the family an opportunity to sign a Payment Agreement for any rent not paid during the period of suspension. During the suspension period the CDA will not evict the family for non-payment of the amount of resident rent owed for the suspension period.
- d) Long-term hardship: If the CDA determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists. The family must verify the continuation of the hardship at least quarterly.
- e) Appeals: The family may use the grievance procedure to appeal the CDA's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

B) Rent Collection Policy

- 1) Rents are due and payable on or before the first day of each month. Rents and other charges shall not be accepted in cash.
- 2) A termination notice (also known as a notice to vacate and late rent letter) for non-payment of rent will be sent to all residents whose rent has not been paid in full by the 5th day of the month. The resident then has the right to contact management to set up an appointment for an informal hearing in accordance with the CDA's grievance procedure. 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 termination 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. Resident will be responsible for management's legal and court

costs in addition to delinquent rent. Partial payment will not be accepted. Payment will only be accepted in the form of a cashier's check or money order.

- 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 8% of the overdue rent (with a minimum late fee of \$20.00 and 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. Payments for NSF checks must be made in the form of a cashier's check or money order.
- 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.

C) Repayment Agreement

When a participant owes the CDA back charges and is unable to pay the balance by the due date, the resident may request that CDA allow them to enter into a repayment agreement. The CDA has the sole discretion whether to accept such an agreement. All repayment agreements must assure that the full payment is made within a period based on the balance due. If feasible, the total amount paid will not exceed 40% of monthly adjusted income. All repayment agreements must be in writing and signed by all adult household members and the CDA. The repayment agreement will include the following:

- A) The monthly retroactive repayment amount
- B) The terms of the agreement may be renegotiated if there is a decrease or increase in the family's income.
- C) Late and missed payments constitute default of the repayment agreement and may result in termination of assistance.

Note: If the housing authority has a minimum rent greater than \$0, they must allow for repayment agreements for those residents whose rental amount is the minimum rent and who have had their rent abated for a temporary 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 residents lease end date and will be returned according to Minnesota Landlord and Tenant Statute Chapter 504.20, Subdivision 7A:

- 1) The security deposit may not be used to pay charges during occupancy.
- 2) The security deposit for residents of Colleen Loney Manor will be equal to one month's rent or \$325.00, whichever is greater.
- 3) The security deposit for scattered site residents will be equal to one month's rent or \$500.00, whichever is greater.

B. Pet Deposit

Resident agrees to pay an additional \$500 pet deposit, when applicable, to be used by management at the termination of resident's lease toward reimbursement of the cost of repairing any damages to the dwelling unit caused by pet.

Please refer to the Pet Policy section of the handbook.

Part VII

RE-EXAMINATION OF RESIDENT ELIGIBILITY AND RENTAL ADJUSTMENTS

- A) As required by the law, the CDA will annually re-examine the status of each resident family relating to eligibility for continued occupancy, the rent charge, and the size of the unit required. Such re-examination shall be made at least once each occupancy year.
- B) The CDA shall require a written Application for Continued Occupancy from each family, signed by the head of the family or the spouse which will set forth in adequate detail all data and information necessary to enable the CDA to determine: (1) whether the family meets the requirements of eligibility for continued occupancy, (2) the rent to be charged, and (3) the size of the unit required.
- C) Residents, at the time of application for continued occupancy, will be deemed ineligible by failure to meet any of the following:
 - 1) Residents who have applied for continued occupancy and who are deemed to be ineligible for continued occupancy because of their breach of lease clauses shall be so advised in writing and their leases terminated pursuant to the terms and conditions of the lease.
 - 2) If, at any time, the resident is ineligible due to family composition for the unit in which they resides, the CDA will re-examine and offer the next available appropriate size unit or offer the resident a preference for an appropriate size Housing Choice Voucher under Dakota County CDA.
 - 3) Residents of the Colleen Loney Manor who have been determined incapable of living independently.
 - 4) 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.
 - 5) Residents deemed ineligible at the time of application for continued occupancy have the right to request a hearing according to the grievance policy procedures.
- D) Income will be reviewed each year at the time the annual re-examination of income is made to determine eligibility for continued occupancy, except for residents paying flat rents, in which case the income will be reviewed every three years. If, upon such income review, it is found that the rent being charged no longer conforms to the approved rent schedule, the rent will be adjusted accordingly.
- E) Once rent is established, such rental rate shall remain in effect until the next reexamination or until circumstances occur that warrant a special rent and income review. Any time 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 a decrease in family income or a change in other circumstances which would lower the rent payment in accordance with the approved Schedule of Rents. However, a family's rent will not be decreased where a decrease in income is the result of noncompliance with the conditions of public assistance or where public assistance is decreased due to an act of fraud by a member of the family. Neither a reduction of public assistance due to the expiration of a lifetime time limit for a family nor an inability to obtain a job after complying with welfare work requirements is considered noncompliance with the conditions of public assistance.
 - 3) The current rental payment was calculated for a temporary time period.
 - 4) There is a change in HUD regulation requiring such a review.
 - 5) There is an increase in gross monthly income of five hundred dollars or more.
 - 6) There is a periodic increase to the set rents.
- F) Increases in rent resulting from rent reviews are to be effective the first day of the second month following the change. Decreases in rent are to be effective the first day of the month following report and verification of the change. Change must occur before effective date of the decrease.
- G) If, upon re-examination, it is found that the size or composition of a family or household has changed so that the unit occupied by the family contains a number of rooms less or greater than necessary to provide decent, safe, and sanitary accommodations as described in the Occupancy Standards in Part IX, management shall reassign or transfer residents to other dwelling units as described in the Tenant Selection and Assignment Policies in Part IV, Section F.
- H) 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 shall 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 property through the resident's willful misrepresentation of income, assets, or family composition, management may notify the resident that they have 30 days to find other housing and vacate the leased premises. Restitution of the difference must be paid in full within a time limit determined by the CDA.
- I) If management determines that a resident intentionally or deliberately misrepresented his/her

income, assets, child care, or family composition, the resident will be given notice of eviction at the time the misrepresentation is discovered, whether the resident is or is not eligible at the time the misrepresentation is discovered. Resident has the right to request a hearing according to the grievance policy procedures.

Part VIII

VERIFICATION OF APPLICANT'S/RESIDENTS STATEMENTS AND INCOME

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

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

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

All decreases and increases reported in income which affect rent between admission and reexamination will be verified in accordance with the above provisions.

Resident files will contain documentation of all verifications.

A. Verification of Preferences.

1. At the time of application, all applicants will be required to sign a certification of their preference status.
2. Prior to acceptance, all preference certifications will be verified. Selection will be based on the actual preference status at the time of verification.
3. It is the applicant's responsibility to notify the CDA in writing of any change in preference status within 10 working days of the change. Failure to notify CDA in writing will result in loss of preference status.

B. Applicants/residents must furnish verification or provide authorization for the CDA to obtain verification from a third party of all statements regarding preferences, income, assets, and allowances. Certification by signing the Application for Admission or the Application for Continued Occupancy will normally be considered sufficient verification for family composition.

C. All income, assets, and each applicable deduction or exemption will be verified at the time of admission and at each subsequent reexamination. HUD authorizes the CDA to use five methods to verify family information and specifies the circumstances in which each method will be used. In general, HUD requires the CDA to use the most reliable form of verification that is available. In order of priority, the forms of verification that may be used are:

- Earned Income Verification (EIV) whenever available
- Third-party Written Verification
- Third-party Oral Verification
- Review of Documents
- Self-certification

Earned income verification (EIV) refers to the CDA's use of the verification tools available from independent sources that maintain computerized information about earnings and benefits. EIV will be used to the extent that these systems are available to the CDA. This will be done before, during and/or after examinations and/or re-examinations of household income as appropriate.

The CDA must restrict access to and safeguard EIV data in accordance with HUD guidance on security procedures, as issued and made available by HUD.

There may be legitimate differences between the information provided by the family and the EIV-generated information. No adverse action can be taken against a family until the CDA has independently verified the EIV information and the family has been granted an opportunity to contest any adverse action through the established grievance procedure. The consequences of adverse findings may include the CDA requiring the immediate payment of any over-subsidy, the entering into a repayment agreement, eviction, criminal prosecution, or any other appropriate remedy.

EIV information is used differently depending upon whether there is a substantial difference between information provided by the family and the EIV information. The CDA will use \$500 per month as the threshold for a substantial difference.

If EIV information does not differ substantially from the family information, the EIV documentation may serve as third-party written verification. If the EIV figure is less than the family's figure, the CDA will use the family's information.

If the EIV figure is more than the family's figure, the CDA will use the EIV data unless the family provides documentation of a change in circumstances to explain the discrepancy (e.g., a reduction in work hours). Upon receipt of acceptable family-provided documentation of a change in circumstances, the CDA will use the family-provided information.

When there is a substantial difference between the information provided by the EIV source and the family, the CDA will request another form of third-party written verification and use any other verification methods (in priority order) to reconcile the difference(s).

When the CDA cannot readily anticipate income (e.g., in cases of seasonal employment, unstable working hours, or suspected fraud), the CDA will review historical income data for patterns of employment, paid benefits, and receipt of other income.

The CDA will analyze all EIV, third-party, and family provided data and attempt to resolve the income discrepancy.

The CDA will use the most current verified income data and, if appropriate, historical income data to calculate anticipated annual income.

D. 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 or to support exemptions claimed for minors.
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)5 of the Developmental Disabilities Services and Facilities Construction Amendment of 1970, a medical professionals 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. Full-time student status.
- 7) Non-economic selection criteria when information provides the basis for denial of eligibility based on the past conduct of the applicant or members of this or her family. (See Part III - eligibility requirements.)

Part IX

OCCUPANCY STANDARDS

Dwelling shall be so assigned that no persons of opposite sex, other than head and co-head and children below the age of four years, will occupy the same bedroom. In addition, persons of different generations, persons of the opposite sexes (other than spouses) and unrelated adults would not be required to share a bedroom. Dwellings also should be so assigned as not to require use of the living room for sleeping purposes; and in applying the standards indicated here, every member of a family regardless of age should be considered as a person.

The following standards will determine the number of bedrooms required to accommodate a family of a given size, except that such standards may be waived when a vacancy problem exists and it is necessary to achieve or maintain full occupancy, by temporarily assigning a family to a larger size unit than is required. Such family should be transferred to the proper size unit as soon as one becomes available.

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

Number of Bedrooms	Minimum Number of Persons	Maximum Number of Persons
1	1	2
2	2	4
3	3	6
4	5	8
5	7	10

The relationship, age, sex, health, or disability of the members of the household shall be taken into consideration in assigning residents within the above ranges and may warrant a different unit size assignment than would otherwise result from the strict application of these criteria.

Part X

LEASING

- A) Prior to admission, a lease shall be signed by the family head and, if applicable, any additional household member that is 18 years of age or 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) 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 publicly posted in a conspicuous manner in the building office and shall be furnished to applicants and residents on request. Such schedules, rules and regulations may be modified from time to time, provided that at least 30 days written notice is given, to each affected resident setting forth the proposed modification, the reasons therefore, and providing the resident an opportunity to represent written comments which shall be taken into consideration prior to the proposed modifications becoming effective. A copy of such notice shall be:
 - 1) Delivered directly or mailed to each resident; or
 - 2) Posted in a conspicuous place at the building office.
- E) Any modifications of the lease must be accomplished by a written rider to the lease signed by both parties.

Part XI

LEASE TERMINATIONS

- A) The resident may terminate the lease by providing the CDA with 60 days written notice as defined in the lease agreement. In the event of resident's death or admission to a nursing home, when there is no surviving family member dwelling in the unit, the resident may terminate the lease by giving proper 30 days written notice.
- B) The lease may be terminated by the CDA at any time by the giving of written notice for good cause such as, but not limited to, chronic rent delinquency, failure to pay service charges, serious or repeated interference with the rights of other 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.
- C) The CDA will automatically evict any leaseholder and/or family members or other occupants of the household who:
- 1) The CDA has reasonable cause to believe engages in any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or CDA personnel;
 - 2) The CDA has reasonable cause to believe engages in any drug-related criminal activity (as defined at section 6(1) of the 1937 Housing Act (42 U.S.C. 1437d(1)) on or off the CDA's property; or
 - 3) The CDA has reasonable cause to believe abuses alcohol in such a way that causes behavior that may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents or CDA personnel.
- D) If the CDA terminates the lease, written notice will be given as follows:
- 1) At least fourteen (14) days prior to termination in the case of failure to pay rent.
 - 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 residents or CDA employees or the safety of the premises.
 - 3) At least thirty (30) days prior to termination in all other cases.
- E) Notice of termination to resident shall state reasons for the termination, shall inform the resident of his/her right to make such reply as he/she may wish and of his/her right to request a hearing in accordance with the CDA's grievance procedure.

F) Grievances or appeals concerning the obligations of the resident or the CDA's under the provisions of the lease shall be processed and resolved in accordance with the grievance procedure of the CDA which is in effect at the time such grievance or appeal arises, which procedure is posted in the management office and incorporated herein. The CDA is not required to provide for a grievance hearing when the resident owes any outstanding rent or other charges to the CDA unless the grievance concerns the amount of such rent or charges and such amount is placed in escrow as required by the grievance procedure of the CDA.

Part XII

GRIEVANCE PROCEDURE

A) Definitions

- 1) A "grievance" is any dispute which a resident may have with respect to CDA action or failure to act in accordance with the individual resident's lease or CDA regulations which adversely affect the individual resident's rights, duties, welfare, or status.
- 2) A "complainant" is any resident whose grievance is presented to the CDA or property's management office informally or as part of the informal hearing process.
- 3) A hearing panel or official is a person or persons selected in accordance with this grievance procedure to hear grievances and render a decision with respect thereto.
- 4) A resident is a lessee or the remaining head of household of any resident family residing in housing accommodations owned or leased by the CDA.
- 5) "Elements of due process" shall mean an eviction action or a termination of residency in a state or local court in which the following procedural safeguards are required:
 - a) Adequate notice to the resident of the grounds for terminating the residency and for eviction;
 - b) Opportunity for the resident to examine all relevant documents, records and regulations of the CDA prior to the trial for the purpose of preparing a defense;
 - c) Right of the resident to be represented by counsel;
 - d) Opportunity for the resident to refute the evidence presented by the CDA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the resident may have;
 - e) A decision on the merits.

B) Applicability

This grievance procedure applies to all individual grievances, as defined in Section A, subsection 1. above, except any grievance concerning a termination of residency or eviction that involves:

- 1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or CDA employees, or

- 2) Any Drug-Related Criminal Activity on or near such premises.
- 3) Any items listed under Section XI, item C., 1 through 3.

C) Procedures Prior to a Hearing

- 1) Informal Grievance Procedures
 - a) Any grievance shall be presented orally or in writing to the CDA office or to the complainant's management office. (If the grievance is written, it must be signed by the complainant.) The grievance must be presented within a reasonable time, not in excess of the first working day after the fifth (5th) day of the action or failure to act which is the basis of the grievance. It may be simply stated, but shall specify: (1) the particular ground(s) upon which it is based; (2) the action requested; and (3) the name, address, and telephone number of complainant and similar information about his/her representative, if any.
 - b) The purpose of this initial contact is to discuss and, hopefully, resolve grievances without the necessity of a formal hearing.
 - c) Within five working days, a summary of this discussion will be given to the complainant by a CDA representative, one copy to be filed in the CDA's resident files.
 - d) The summary will include: names of participants, date of the meeting, nature of the proposed disposition, and specific reasons therefore and shall specify steps by which a formal hearing can be obtained.
- 2) Dissatisfaction with Informal Disposition
 - a) If the complainant is dissatisfied with the proposed disposition of the grievance, he/she shall submit a written request for a hearing within ten (10) working days of delivery of the above-mentioned summary of the informal proceedings.
 - b) The request for a hearing must be presented to the complainant's property management office or to the CDA office.
 - c) The request must be date stamped.
 - d) The request for a hearing must specify reasons for the grievance, and the action or relief sought.
- 3) Failure to Request Formal Hearing

- a) If the complainant does not request a hearing within ten (10) working days, he/she waives his/her right to a hearing and the CDA's proposed disposition of the grievance will become final.
- b) The above (Section C. 1, c) determination shall in no way constitute a waiver of the complainant's right to contest the CDA's disposition of his/her grievance in an appropriate judicial proceeding.

D) Right to a Hearing

After exhausting informal procedures outlined above, a complainant shall be entitled to a hearing before a hearing official or panel.

E) Selection of a Hearing Official or Panel

A grievance hearing shall be conducted by an impartial person or persons appointed by the CDA other than a person who made or approved the CDA action under review or a subordinate of such person.

F) Procedures to Obtain a Hearing

1) Informal Prerequisite

- a) All grievances must be informally presented as stipulated above (Section C. 1, a) as prerequisite to a formal hearing.
- b) The hearing panel may waive the prerequisite informal hearing if, and only if, the complainant can show good cause why he/she failed to proceed informally.
- c) If the complainant does not request a hearing within the time period allowed above (Section, C. 1., a), he/she waives his/her right to the hearing and proposed disposition of the grievance will become final. This shall not, however, constitute a waiver of the complainant's right thereafter to contest disposition of his/her grievance in an appropriate judicial proceeding.
- d) All grievances shall be personally presented either orally or in writing pursuant to the informal procedure prescribed above (Section C. 1, a) as a condition precedent to a hearing under this section provided that if the complainant shall show good cause why he/she failed to proceed in accordance with Section C, subsection 1, item a, to the hearing officer or hearing panel, the provisions of this subsection may be waived by hearing officer or hearing panel.

2) Escrow Deposit

- a) Before a hearing is scheduled in any grievance involving an amount of rent

the CDA claims is due, the complainant shall pay to the CDA all rent due and payable as of the month preceding the month in which the act or failure to act took place.

- b) The complainant shall thereafter deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing official or panel.
 - c) The above requirements may be waived by the CDA in extraordinary circumstances.
 - d) Unless so waived, failure to make the aforementioned payments shall result in termination of the grievance procedure.
 - e) Failure to make such payments shall not constitute a waiver of any right the complainant may have to contest the CDA's disposition of his/her grievance in any appropriate judicial proceeding.
- 3) Scheduling
- a) Upon complaint's compliance with the above a hearing shall be scheduled by the hearing official (panel) promptly for a time and place reasonably convenient to both the complainant and the CDA.
 - b) A written notification specifying the time, place, and the procedures governing the hearing shall be delivered to the complainant and the appropriate CDA official.

G) Procedures Governing the Hearing

- 1) The hearing shall be held before a hearing officer or panel as appropriate.
- 2) The complainant shall be afforded a fair hearing providing the basic safeguard of due process which shall include:
 - a) The opportunity to examine before the hearing and at the expense of the complainant, to copy all documents, records and regulations of the CDA that are relevant to the hearing. Any document not so made available after request therefore by the complainant may not be relied upon by the CDA at the hearing.
 - b) The right to a private hearing unless otherwise requested by the complainant.
 - c) The right to be represented by counsel or other person chosen as his/her representative.

- d) The right to present evidence and arguments in support of his or her complaint, to controvert evidence relied on by the CDA or property management, and to confront and cross-examine all witnesses on whose testimony or information the CDA or property management relies; and
 - e) A decision based solely and exclusively upon the facts presented at the hearing.
 - f) If the hearing panel (official) determines that the issue has been previously decided in another proceeding, they may render a decision without proceeding with the hearing.
- 3) Failure to Appear
- a) If the complainant or CDA fail to appear at the scheduled hearing, the hearing panel (official) may make a determination to postpone the hearing for not to exceed five working days, or make a determination that the party has waived his/her right to a hearing.
 - b) Such a determination in no way waives the complainant's right to appropriate judicial proceedings.
- 4) At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the CDA must sustain the burden of justifying the agency action or failure to act against which the complaint is directed.
- 5) The hearing shall be conducted by the hearing official (panel) in such a way to be:
- a) Informal - Oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings;
 - b) Formal - The official (panel) shall require that the CDA, complainant, counsel, and other participants and spectators conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing official (panel) to obtain order may result in exclusion from the proceedings or a decision adverse to the interests of the disorderly party and granting or denial the relief sought, as appropriate.
- 6) The complainant or CDA may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

H) Decisions of the Hearing Official (Panel)

- 1) Within 10 working days following the hearing, the hearing official (panel) shall give the complainant and CDA a written decision including reasons therefore. The CDA will

file one copy in their tenant files and maintain another copy with names and identifying references deleted for a prospective complainant, his/her representative, or hearing officials (panels).

- 2) The decision of the hearing official (panel) shall be binding on the CDA which shall take all actions necessary to carry out the decision unless the CDA determines, within five working days, and so notifies the complainant that:
 - a) The grievance does not concern CDA action or failure to act in accordance with or involving the complainant's lease or CDA regulations which adversely affect the complainant's rights, duties, welfare or status;
 - b) The decision of the hearing official (panel) is contrary to applicable Federal, State, or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and the CDA.
- 3) A decision by the hearing official (panel) or CDA in favor of the CDA or which denies the relief requested by the complainant in whole or part shall not constitute a waiver of, nor affect in any matter whatever, the rights the complainant may have to a new trial or judicial review in any proceedings; which may thereafter be brought in the matter.

I) Housing Authority Eviction Actions

- 1) If a resident has requested a hearing in accordance with these duly adopted grievance procedures on a complaint involving CDA notice of termination of residency, and the hearing official (panel) upholds the CDA action, the CDA shall not commence an eviction action until it has served a notice to vacate on the resident.
- 2) In no event shall the notice to vacate be issued prior to the decision of the hearing official (panel) having been mailed or delivered to the complainant.
- 3) Such notice to vacate must be in writing and specify that if the resident fails to quit the premises within the applicable statutory period, or on the termination date stated in the notice of termination, whichever is later, appropriate action will be brought against him/her and he/she may be required to pay court attorney and court fees

Part XIII

PET POLICY

A) PERMITTED PETS

CDA scattered site residents shall be permitted to have certain common household pets, which are domesticated and traditionally kept in the home for pleasure, rather than for commercial purposes. These are: a cat, small caged birds, small caged mammals, turtles and aquarium fish. In any event, only one (1) cat may be kept in each unit, except that an animal which is trained and certified to assist the handicapped or disabled (for example, a seeing eye dog) shall be exempted from this rule. Caged birds and small caged mammals are limited to no more than three at one time.

B) PROHIBITED PETS

Wild, undomesticated, vicious, destructive or uncontrollable animals of any type shall not be permitted to be kept as pets. Animals such as, but not limited to, reptiles (except turtles), pigeons, ferrets, chickens, and rabbits are not permitted. Animals trained to fight each other are not permitted.

With the exception of an animal which is trained and certified to assist the handicapped or disabled (for example, a seeing eye dog), a pet belonging to a non-resident shall not be permitted within any unit or on the surrounding grounds without the explicit consent of CDA Management.

C) OFF LIMIT TO DOGS

Due to the generally higher density of family housing units, property and grounds keeping maintenance issues, noise control concerns, health and safety issues, and lack of adequate on-site, outside space for animal exercise areas, no dogs shall be permitted to be kept as pets at any family housing units, except for those trained and certified to assist the handicapped or disabled (for example a seeing eye dog).

D) INOCULATION AND IDENTIFICATION REQUIREMENTS FOR CATS

A cat owned by a resident shall wear at all times a valid rabies inoculation tag and an identification tag bearing the owner's name, address and telephone number.

Each cat owner shall be required to have his/her cat re-inoculated against rabies no less than every twelve (12) months.

E) SPAYING OR NEUTERING AND DECLAWING REQUIREMENTS

Each female cat over six (6) months of age shall be spayed and each male cat over eight (8) months of age shall be neutered.

All cats over four (4) months old shall be declawed (front paws).

F) PET DEPOSITS FOR PET-RELATED CDA PROPERTY DAMAGE

Residents who own a cat will be liable for the cost of repairing *any* and *all* damage caused by their cat, including damage to grounds. Each resident who owns a cat is required to pay to the CDA a pet deposit in the amount of five hundred dollars (\$500).

A new resident who owns a cat at the time of moving into a scattered site unit must pay the pet deposit at the time of the lease signing.

A resident who acquires a cat after moving into a scattered site unit must pay the pet deposit *before* bringing a cat into the unit.

The CDA will hold the pet deposit until the resident moves out or no longer keeps the pet in the unit. The pet deposit will be held, and any refunds processed, according to state law. Costs attributed to pet damage will be deducted from the pet deposit including costs to fumigate the unit for the next resident, which shall be done in all cases. If any pet deposit funds remain, they will be refunded to the resident. On the other hand, should pet damage exceed the available funds, the shortfall will be charged to the resident.

G) PET-RELATED LIABILITY INSURANCE (Renter's Insurance)

A pet owner may be liable for any injury or damage his/her pet causes to the person or property of another neighbor, a visitor, a CDA employee or an agent of the CDA.

Therefore, it is *strongly recommended* that residents who own a cat purchase a personal liability insurance policy (renter's insurance) from an insurance carrier of their choice.

H) PET REGISTRATION REQUIREMENTS

At the time of admission to a scattered site unit or upon acquiring a pet, the resident must register the animal with CDA Management and the city, if applicable. Re-registration is required at the time of the annual re-exam/lease renewal.

At the time of initial registration, and at each subsequent registration, each pet owner shall provide CDA Management with the following:

- 1) The names, addresses and telephone numbers of at least two (2) people who will be responsible for housing and caring for the resident's pet during vacations or in the event of emergencies, hospitalization, or the death of the pet owner.
- 3) Proof of valid licenses and inoculations as well as verifications of spaying or neutering and declawing of any cat, signed by a licensed veterinarian.
- 4) Photo of the animal

The CDA will provide the resident with a copy of the **CDA's Policy Regarding Pets in Scattered Site Housing** at the time the pet is registered. The resident may be provided with a sticker/magnet to place in the window/fridge indicating there is a cat inside.

Resident must not remove any such notification during the duration of the resident's cat ownership.

I) PET CONTROL REQUIREMENTS

Each cat must be kept on a leash if and when being taken outside of the pet owner's unit. The cat must be accompanied by, and in the direct control of, an adult or family member of reasonable age and discretion.

A pet owner shall physically control or confine the pet when it is necessary for CDA employees, agents of the CDA or others enter the unit to conduct business, provide services, enforce lease terms, etc.

J) DISTURBANCES CAUSED BY PETS

A pet owner shall not permit any disturbances by his/her pet, which interferes with the peace of other neighbors, visitors, CDA staff or agents of the CDA. Such disturbances include, but are not limited to howling, biting, chewing, scratching, or other activities that threaten or disturb others.

K) UNATTENDED PETS

Residents who own pets are, or must arrange for others to be, responsible for their pets at all times.

If any pet is left unattended and it is determined by the CDA that the pet is in distress or is suffering from lack of care, or if the pet is causing a disturbance to others, the CDA may enter the pet owner's unit, remove the pet and deliver it or have it delivered to the proper authorities. The CDA accepts no responsibility for the pet under such circumstances.

L) IMPROPERLY CARED FOR PETS

If it is determined by the CDA that a pet owner is no longer capable of properly caring for a pet, the CDA may, at its sole discretion, require that the pet be removed from the owner's immediate possession and control.

M) PET WASTE DISPOSAL REQUIREMENT

Each pet owner is responsible for *promptly* cleaning up pet waste deposited within his/her unit or on the unit grounds. Such waste must be disposed of in the exterior trash containers.

Each cat owner shall provide a litter box for his/her cat. Each litter box shall be kept within the pet owner's unit. No less that every other day, the litter box shall be cleaned and the accumulated waste properly wrapped and disposed of in exterior trash containers.

Each pet owner must take adequate precautions to prevent or eliminate any pet odors within or around the dwelling unit, and will maintain the unit in a clean and sanitary condition at all times.

No pet waste or litter box material is to be disposed of through sinks or toilets.

N) PET ENCLOSURE RESTRICTIONS

Pets may not be kept outdoors without the expressed approval of the CDA. A pet owner may also not alter the interior or exterior physical structure of the dwelling unit or yard in order to create a pet enclosure without the prior approval of the CDA Management. This includes the installation of any fences.

O) POLICY VIOLATIONS

Residents who violate the above conditions are subject to the following actions by the CDA:

- 1) If a pet causes harm to any person, the pet's owner will be required to permanently remove the pet from the unit within twenty-four (24) hours of written notice from the CDA. The pet owner may also be subject to termination of his/her dwelling lease.

- 2) A pet owner who violates any other condition of this policy may be required to remove the pet from the unit within seven (7) days of the receipt of written notice from the CDA. The pet owner may also be subject to termination of his/her dwelling lease.

The Dakota County CDA's Public Housing Grievance Procedure is applicable to all individual grievances or disputes arising out of violations or alleged violations of this policy.

APPENDIX A

PUBLIC HOUSING INCOME LIMITS

Effective January 1, 2014

Family	Preference	Very Low	Maximum
Size	Income	Income	Income
	Minimum (30%)	(50%)	(80%)
1	\$17,400	\$29,050	\$44,750
2	\$19,900	\$33,200	\$51,150
3	\$22,400	\$37,350	\$57,550
4	\$24,850	\$41,450	\$63,900
5	\$26,850	\$44,800	\$69,050
6	\$28,850	\$48,100	\$74,150
7	\$30,850	\$51,400	\$79,250
8	\$32,850	\$54,750	\$84,350

Appendix B

UTILITY ALLOWANCE

The utility schedule determined annually by the CDA is designed to include utility consumption for the standard major equipment provided with the housing unit. This includes only the following items:

Heating furnace
Hot water heater
Range
Refrigerator

The utility schedule also includes electricity service to the unit.

The schedule for electricity consumption includes lighting and the usage for small items furnished by the resident such as toasters and can openers. Residents may supply additional major equipment items, such as air conditioners or additional freezers, but the cost of utility consumption in excess of the applicable allowances will have to be borne by the resident.

See utility allowance schedule on following pages

Utility Allowance Schedule

Development	Address	City	Zip Code	Bedroom size	2014 amounts
Scattered Sites MN-147-2 Row House/Townhomes RT3 (row house/townhome site 2 3 bdr)	14321-14325 Hayes Road	Apple Valley	55124	3	\$77.00
	8272-8276 143rd Street	Apple Valley	55124	3	\$77.00
	2231-2237 Old Cty. Rd. 34 128th St. W.	Burnsville	55337	3	\$77.00
Scattered Sites MN-147-2 Semi-Detached/Duplex with Radiant Boilers DR4 (duplex w/radiant boilers site 2 4 bdr) DR3 DR2	1360 Jurdy Road	Eagan	55122	4	\$102.00
	1364 Jurdy Road	Eagan	55122	3	\$92.00
	4680 (L) Nichols Road	Eagan	55122	2	\$80.00
	4680 (U) Nichols Road	Eagan	55122	3	\$92.00
Scattered Sites Mn-147-2 Semi-Detached/Duplex DU3 (duplex site 2 3 bdr) DU2 (duplex site 2 2 bdr)	13007-13009 County Road 5	Burnsville	55337	3	\$87.00
	1361-1363 Easter Lane	Eagan	55122	3	\$87.00
	13974-13976 Holyoke Path South	Apple Valley	55124	3	\$87.00
	14815-14817 County Rd. 5	Burnsville	55337	3	\$87.00
	14840 & 14850 Dallara Ave.	Rosemount	55068	2	\$76.00
	6790 & 6792 132nd Street	Apple Valley	55124	3	\$87.00
Scattered Sites MN-147-2 Detached House D23 (detached house Site 2 3 bdr) D24 (detached house Site 2 4 bdr)	1004 Cherokee Ave.	West St. Paul	55118	3	\$101.00
	1015 Christensen Ave.	West St. Paul	55118	3	\$101.00
	1160 W. 4th Street	Hastings	55033	3	\$101.00
	1306 West 16th Street	Hastings	55033	3	\$101.00
	14585 Chrome Ave.	Rosemount	55068	3	\$101.00
	14850 Danville Ave.	Rosemount	55068	3	\$101.00
	14929 Delft Ave.	Rosemount	55068	4	\$112.00
	15351 Drexel Way	Apple Valley	55124	3	\$101.00
	15442 Drexel Way	Apple Valley	55124	3	\$101.00
	16380 Gannon Ave.	Rosemount	55068	3	\$101.00
	16630 Flagstaff Way	Rosemount	55068	3	\$101.00
	1844 Forest Street	Hastings	55033	3	\$101.00
	1921 Walnut Street	Hastings	55033	3	\$101.00

	2016 Pine Street	Hastings	55033	3	\$101.00
	249 Elm Drive	Apple Valley	55124	3	\$101.00
	3220 Lower 150th Street	Rosemount	55068	3	\$101.00
	3526 148th West Street	Rosemount	55068	3	\$101.00
	3650 E. 77th Street	Inver Grove Heights	55076	4	\$112.00
	4241 Rahn Road	Eagan	55122	3	\$101.00
	7350 Upper 164th Street	Rosemount	55068	3	\$101.00
	7480 165th Street	Rosemount	55068	3	\$101.00
	921 West 6th Street	Hastings	55033	3	\$101.00
Scattered Sites MN-147-3 Detached House	17150 Hemlock Court	Lakeville	55044	4	\$106.00
Scattered Sites MN-147-4 Semi-Detached/Duplex	14880-14890 Delft Ave.	Rosemount	55068	2	\$70.00
D42 (duplex site 4 2 bdr)	7510a & 7510b Cloman Way	Inver Grove Heights	55076	2	\$70.00
Scattered Sites MN-147-4 Detached House	3325 Red Wing Blvd.	Hastings	55033	3	\$101.00
D43(detached house site 4 3 bdr)	14975 Damask Ave.	Rosemount	55068	3	\$101.00
	6039 East Concord Blvd.	Inver Grove Heights	55076	3	\$101.00
McKay Manor MN-147-5 MM5 (mckay manor Site 5 3bdr)	7630 - 7660 142nd St.	Apple Valley	55124	3	\$83.00
Collen Loney Manor MN-147-6	1675 Livingston Ave.	West St. Paul	55118	1	\$29.00
	1675 Livingston Ave.	West St. Paul	55118	2	\$34.00
Oliver/Terrace MN-147-7	2300-2310 Terrace Dr.	Burnsville	55337	3	\$77.00
OT7 (oliver/terrace site 7 3 bdr)	12908 - 12926 Oliver Ave. S.	Burnsville	55337	3	\$77.00
Scattered Sites MN-147-8 Semi-Detached/Duplex	1331-1333 Easter Lane	Eagan	55122	3	\$90.00
D38 (duplex 3 bdr site 8)	3808a Lodestone Lane	Eagan	55122	3	\$90.00
	3808b Lodestone Lane	Eagan	55122	2	\$76.00
DU8(duplex site 8 2 bdr)	7792 & 7800 Upper 167th Street	Lakeville	55044	3	\$90.00

Scattered Sites MN-147-8 Detached House with Radiant Boilers DB8	195 Kathleen Drive	West St. Paul	55118	3	\$108.00
Scattered Sites MN-147-8 Detached House D82 D83 D84 (detached house site 8 2,3,4 bdr)	116 West 25th Street	Hastings	55033	3	\$99.00
	1177 West 14th Street	Hastings	55033	3	\$99.00
	1243 Smith Ave	West St. Paul	55118	2	\$89.00
	140 Westchester Ave	West St. Paul	55118	4	\$110.00
	2031 Opal Place	Eagan	55122	3	\$99.00
	14201 Diamond Path	Apple Valley	55124	3	\$99.00
	4261 Diamond Drive	Eagan	55122	3	\$99.00
	5608 Upper 182nd Street	Farmington	55024	3	\$99.00
	621 Walnut Street	Farmington	55024	2	\$89.00
Biscayne/Portland MN-147-9 BP2 BP3 (biscayne/portland 2, 3 bdr)	14596-14602 Biscayne Ave	Rosemont	55068	2	\$68.00
	14596-14602 Biscayne Ave	Rosemont	55068	3	\$79.00
	2470 - 2484 145th St.	Rosemount	55068	2	\$68.00
	2470 - 2484 145th St.	Rosemount	55068	3	\$79.00
	13801 Portland Ave.	Burnsville	55337	3	\$79.00
	13803 Portland Ave.	Burnsville	55337	3	\$79.00
	13805-14181 Portland Ave.	Burnsville	55337	2	\$68.00
	13805-14181 Portland Ave.	Burnsville	55337	3	\$79.00
Glazier MN-147-11 Glazier	14631-14659 Glazier Ave.	Apple Valley	55124	2	\$68.00
	14633 Glazier Ave.	Apple Valley	55124	2	\$68.00
Scattered Sites MN-147-13 Semi-Detached/Duplex SD 3 & 4 (semi-detached 3 & 4 bdr)	16870 & 16884 Glencoe Ave.	Lakeville	55044	3	\$87.00
	7502 & 7510 Upper 167th Street	Lakeville	55044	4	\$96.00
Scattered Sites MN-147-13 Detached House 133 (detached house site 13 3 bdr) 134(detached house site 13 4 bdr)	2115 Cliffview Drive	Eagan	55122	4	\$121.00
	4020 E. 64th Street	Inver Grove Heights	55076	4	\$121.00
	4535 Cinnamon Ridge Trail	Eagan	55122	3	\$109.00
	17114 Gage Ave.	Farmington	55024	4	\$121.00

Ideal Way MN-147-14 Idea Way	20008 Ideal Way	Lakeville	55044	2	\$70.00
	20010-20022 Ideal Way	Lakeville	55044	3	\$82.00
Scattered Sites MN-147-16 Semi-Deatched S16(site 16 3 bdr)	1006 & 1008 - 1st St.	Farmington	55024	3	\$87.00
	1100 & 1110 Honeysuckle Lane	Hastings	55033	3	\$87.00
	2042 & 2044 Pin Oak	Eagan	55122	3	\$87.00
	2048 & 2050 Vienna Lane	Eagan	55122	3	\$87.00
Scattered Sites-147-16 Detached House D03(detached house 3 bdr) D04	315 West Hurley Street	West St. Paul	55118	3	\$105.00
	3551 69th Street East	Inver Grove Heights	55076	3	\$105.00
	410 State Street	Hastings	55033	3	\$105.00
	4585 Cinnamon Ridge Trail	Eagan	55122	4	\$116.00
	5884 West 139th Street	Apple Valley	55124	4	\$116.00
	6691 Gerdine Path	Rosemount	55068	3	\$105.00
	990 Redwood Drive	Apple Valley	55124	4	\$116.00
Scattered Sites MN-147-17 Semi-Detached/Duplex D17(duplex site 17 3 bdr) S17(semi-detached site 17 4 bdr)	1251 & 1253 Dunberry Lane	Eagan	55122	4	\$95.00
	1378 & 1380 Lakeside Circle	Eagan	55122	3	\$87.00
	2804 & 2806 Rolling Oaks Rd.	Burnsville	55337	3	\$87.00
	12951 & 12955 Girard Ave. S.	Burnsville	55337	3	\$87.00
	13174 & 13176 Foliage Ave.	Apple Valley	55124	3	\$87.00
	4440 & 4442 Lynx Court	Eagan	55122	3	\$87.00
	7658 & 7660 Barbara Court	Inver Grove Heights	55076	3	\$87.00
Scattered Sites MN-147-17 Detached House DH3(detached house 3 bdr) DH4	157 East Butler Ave.	West St. Paul	55118	3	\$105.00
	3370 201st Street West	Farmington	55024	3	\$105.00
	3744 155th Street West	Rosemount	55068	3	\$105.00
	16947 Gannon Way	Rosemount	55068	4	\$116.00
	808 Dodd Road	West St. Paul	55118	3	\$105.00
	18255 Emerald Trail	Farmington	50024	4	\$116.00

Scattered Sites MN-147-21 Semi-Detached/Duplex 213 (site 21 3 bdr) 214(site 21 4 bdr)	610 & 650 Pleasant Drive #1-4	Hastings	55033	3	\$84.00
	1640 & 1642 Donald Court	Eagan	55122	3	\$84.00
	1846 & 1850 - 55th St.	Inver Grove Heights	55076	4	\$91.00
Scattered Sites MN-147-21 Detached House H03 (house 3 bdr) H04 H05	1201 Charlton Ave	West St. Paul	55118	4	\$113.00
	15477 Dresden Trail	Apple Valley	55124	3	\$102.00
	1612 Rio Loma Drive	Burnsville	55337	4	\$113.00
	2262 Apache Street	Mendota Heights	55120	4	\$113.00
	369 Stanley Ave.	West St. Paul	55118	3	\$102.00
	5637 144th Street West	Apple Valley	55124	5	\$128.00
	18841 Joplin Ave.	Lakeville	55044	3	\$102.00
	6819 Upper 162nd Street	Rosemount	55068	3	\$102.00
	148 Spruce Drive	Apple Valley	55124	3	\$102.00
	6463 Delilah Ave. E	Inver Grove Heights	55076	3	\$102.00
	4800 141st Street West	Apple Valley	55124	5	\$128.00

APPENDIX C

TABLE OF GROSS RENTS (SCHEDULE OF RENTS)

The total tenant payment shall be the highest of the following, rounded to the nearest dollar:

- A. 30% of adjusted monthly income OR the flat rent (see Appendix D), whichever is elected by the resident;
- B. 10% of monthly income;
- C. Welfare rent is as-paid states, or
- D. \$50 minimum rent

Once the total rent payment has been established according to the above instructions, the appropriate utility allowance will be deducted from that total tenant payment, the remainder of which will be the actual rent payment to be made by the CDA. If the result is a negative figure, then this is the amount of the utility allowance reimbursement to be given to the family monthly towards resident-purchased utilities.

APPENDIX D

PUBLIC HOUSING FLAT RENTS

Effective January 1, 2016 (received by HUD 12/10/15)

1 bedroom	\$651
2 bedroom	\$822
3 bedroom	\$1156
4 bedroom	\$1355
5 bedroom	\$1558

PUBLIC HOUSING FLAT RENTS

Effective January 1, 2017 (received by HUD 8/26/16)

1 bedroom	\$690
2 bedroom	\$869
3 bedroom	\$1230
4 bedroom	\$1439
5 bedroom	\$1655

The above flat rents represent the current rent amounts for all public housing units prior to the reduction for the unit's utility allowance. These rents were established based on 80% of HUD's published Fair Market Rents (FMRs), as required by the FY 2014 Consolidated Appropriations Act, to be paid by a tenant to the CDA after adjusting the flat rent downward, using a utility allowance, to account for reasonable utility costs of an energy-conservative household, if that tenant chooses a flat rent option for their rent at re-examination time, per HUD regulations.

Specifically, HUD regulations state that once a year, the PHA must give each family the opportunity to choose between two methods for determining the amount of tenant rent payable monthly by the family. The family may choose to pay, as tenant rent, either a flat rent, as noted above, or an income-based rent as defined in Appendix C. Except for financial hardship cases, the family may not be offered this choice more than once a year.

The CDA will review and update the Flat Rent Schedule annually. If the FMR's decrease, no update is required to take place. If the FMR increases, the schedule will be adjusted accordingly. No increase in the flat rent can be more than 35% to any resident in a given year. If an increase is 35% more than the previous year, the increase over 35% needs to be phased in over a two year period.