DAKOTA COUNTY
COMMUNITY DEVELOPMENT AGENCY (CDA)

NICOLS POINTE
ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP)

Origination Date: October 2023
Revised Date: April 2024
November 2026

TABLE OF CONTENTS

Section	Sub-section	Title	Page
I.		**Definitions**	**3-6**
II.		**Reasonable Accommodations**	**7-8**
III.		**Eligibility Requirements**	**9-11**
	A.	Profile Requirements	9
	B.	Income Limits for Admission	9
	C.	Asset Limits for Admission	9
	D.	Non-Economic Eligibility Criteria	9-10
IV.		**Resident Selection and Assignment Policies**	**11-13**
	A.	No Discrimination Clause	11
	B.	Resident Selection and Assignment Plan	11-12
	C	Preference Factors in the Selection of Residents for Nicols Pointe Housing	12
	D.	Reassignment or Transfer to Other Dwelling Units	12-13
	E.	Purging of the Waiting List	**13**
	F.	Removal from the Waiting List	**13-14**
V.		**Schedule of Rents and Rent Collection Policy**	**15-16**
	A.	Schedule of Rents	15
	B.	Rent Collection Policy	16
VI.		**Additional Charges**	**17**
	A.	Security Deposit	17
	B.	Garage Parking Monthly Charge	17
VII.		**Re-Examination of Resident Eligibility and Rental Adjustments**	**18-19**
VIII.		**Verification of Applicant's Statements and Income**	**20**
IX.		**Occupancy Standards**	**21**
X.		**Companion/Service Animal Policy**	**22**
XI.		**Leasing**	**23**
XII.		**Lease Terminations**	**24**
XIII.		**Resident Debts to the CDA (Repayment Agreements)**	**25-26**
IX.		**Violence Against Women Act (VAWA)**	**27-33**

Part I

DEFINITIONS

Annual Income: Annual income is the anticipated total income from all sources received by the family head, co-head (even if temporarily absent) and by each additional member of the family, including all net income derived from assets, for the 12-month period following the effective date of certification, exclusive of income as defined in Part I, Section 3. Annual income includes, but is not limited to, the following:

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

B. Net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be deducted to determine net income from a business. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdraws of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family.

C. Interest, dividends, and net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in Part I Section 2, B. Any withdraws of cash or assets from an investment will be included in income except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of $5,000, annual income shall include the greater of the actual income derived from all net family assets or 4% of the value of such assets.

D. The full amount received from Social Security, annuities, and periodic payments from insurance policies, retirement income, pensions, periodic benefits for disability or death, and other similar types of periodic receipts.

E. Payments in lieu of earnings, such as unemployment and disability compensation, workman's compensation, and severance pay.

F. Welfare assistance payments.

G. Periodic and determinable allowances, such as alimony and regular contributions or gifts, including amounts received from any person not residing in the dwelling.

Annual Income Does Not Include:

A. Temporarily, non-recurring or sporadic income (including gifts).

B. Amounts that are specifically received for, or in reimbursement of, the cost of medical expenses for any family member.

C. Lump sum additions to family assets, such as inheritances, insurance payments, (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses.

D. Deferred periodic payments of Supplemental Security Income (SSI) and Social Security benefits that are received in a lump sum.

E. Income of a live-in aide.

CDA: Dakota County Community Development Agency

Co-head: Household member residing with the head-of-household

Community Roots: Applicants who have immediate family members in Dakota County. Immediate family members are defined as mother, father, son, daughter, brother, or sister.

Contract Rent: The total rent received by the Dakota County CDA from the resident rent and housing assistance payment.

Dakota County Resident: An applicant who lives, or whose head of household, spouse, or co-head work in Dakota County (the employer must be located in Dakota County). An Applicant who does not have a place of residence that are receiving benefits through Dakota County E&EA., An applicant with Community Roots (see definition above).

Effective Date: The effective date of an examination or reexamination refers to (i) in the case of an examination for admission, the effective date of initial occupancy, and (ii) in the case of reexamination of an existing tenant, the effective date of the redetermination of the total tenant payment.

Near Elderly Family A family whose head is 55 years of age., Co-head, and/or any additional member(s) of the household must be at least 50 years of age.

Near Elderly Person: A person who is at least 55 years of age.

Eligibility Income: For the purpose of determining whether a family is income eligible, income shall be determined in accordance with the definition of annual income in Part I, Section 2.

Gross Income: Total annual income as defined in this section.

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

Housing Assistance Payment (HAP): Portion of contract rent paid out by the Housing Assistance Department.

Live-in Aide: A person who resides with a resident(s) who:

A. Is determined by the CDA to be essential to the care and well-being of the person(s);

B. Is not obligated for support of the person(s); and

C. Would not be living in the unit except to provide necessary supportive services.

Lower Income Family: A family whose annual income does not exceed 60% of the median income for the area, as determined by US Department of Housing and Urban Development.

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 five (5) 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.

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

Resident Rent: The amount payable monthly by the resident as rent to the CDA for the use of the dwelling unit and equipment (such as range and refrigerators), but not including furniture, services and utilities supplied by the property.

Section 8: Rental subsidy program ran by the Housing Assistance Department. Recipients of this subsidy will receive a portion of resident rent paid. This portion is referred to as the housing assistance payment.

Total Tenant Payment: The amount payable monthly by the resident as rent to the CDA.

Veteran – a citizen of the United States or a resident alien separated from active duty under honorable conditions from any branch of the U.S. armed forces:

- After having served on active duty (not active duty for training) for 181 consecutive days; OR
- By reason of disability incurred while serving on active duty; OR
- Who has met the minimum active duty required as defined by CFR, Title 38, Section 3.12a (to qualify, the individual must have completed the full period for which a person was federally called to active duty); OR
- Who has active military service certified under federal law (world war service by particular groups, such as: women air force service pilots, merchant marine, etc).

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

Part II

REASONABLE ACCOMMODATION

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

Factors in Granting or Denying the Accommodation

A. Is the requestor a person with disabilities? The definition of disabled used for this purpose is:

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

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

B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the CDA will obtain documentation that the requested accommodation is needed due to the disability.

C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet 2 criteria:

1. Would the accommodation constitute a fundamental alteration of the program scope or purpose? The CDA's business is housing. If the request would alter the fundamental business that the CDA conducts, that would not be reasonable. For instance, the CDA would deny a request to have the CDA do grocery shopping for the person with disabilities.

2. Would the requested accommodation create an undue financial

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

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

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

All decisions granting or denying requests will be in writing.

Part III

ELIGIBILTY REQUIREMENTS

A. Profile Requirements

To be eligible for admission, the head of household must be at least 55 years of age. In addition, all additional members must be 50 years of age.

This does not apply to non-eligible employees required to live in the building.

B. Income Limits for Admission

The applicant's family must provide adequate evidence that the Annual Income (as defined in Part I, Item 2) for the 12-month period following occupancy is not anticipated to exceed the Income Limits for Admission. The income limit for admission is 60% of the area median income adjusted by family size as determined by the U.S. Department of Housing and Urban Development. This does not apply to non-eligible employees required to live in the building.

C. Asset Limits for Admission

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

D. Non-Economic Eligibility Criteria

In determining eligibility, the following factors shall also apply:

1. Whether the conduct of the applicant in present or prior housing has been such that admission to the program would adversely affect the health, safety, or welfare of other residents, the physical environment, or the financial stability of the program. A record of any of the following may be sufficient cause for the CDA to deny eligibility:

    a. Non-payment of rightful obligations, including rent and utilities.

    b. Disturbance of neighbors.

    c. Destruction of property.

    d. Poor living or housekeeping habits.

    e. Has engaged in or threatened violent or abusive behavior toward CDA personnel

- *Abusive or violent behavior towards CDA personnel* includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violentbehavior.
- *Threatening* refers to oral or written threats or physical gestures that communicateintent to abuse or commit violence.

f. A history of criminal activity involving crimes of criminal violence to persons or property or a record of other criminal acts which adversely affect the health, safety, or welfare of other residents.

g. Is subject to a lifetime registration requirement under any state's sex offender registration program. CDA staff will conduct a search of all adult members within a household at initial lease up and at annual recertification. The CDA must terminate the lease of a current resident who becomes subject to such registration.

h. An applicant who has a record of lease violations and/or excessive damages

i. Violations while receiving housing assistance through the Housing Choice Voucher.

j. Applicants being investigated or convicted of fraudulent activity against another government agency. If under investigation, the file will be held until a conviction or non-guilty verdict is determined by the courts.

2. In determining eligibility for admission, the CDA shall rely upon sources of information which may include, but not limited to, CDA records, personal interviews with the applicant or resident, home visits, interviews with previous landlords, employers, family social workers, parole officers, criminal, court, and credit records, clinics, physicians, or the police department. This will be done in order to determine whether the individual attributes, prior conduct, and behavior of a particular applicant or resident is likely to interfere with other residents in such a manner as to diminish their health, safety or welfare, or by adversely affecting the physical environment or the financial stability of the CDA's Nicols Pointe Housing program.

3. In the event of the receipt of unfavorable information with respect to an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors which might indicate a reasonable probability of favorable future conduct or financial prospects.

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

Part IV
RESIDENT SELECTION AND ASSIGNMENT POLICIES

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

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

B. Resident Selection and Assignment Plan

Each applicant shall be assigned their appropriate place on the waiting in sequence based upon the date and time their application is received and factors affecting preference or priority established by CDA regulation.

When an applicant reaches the top of the waiting list, their eligibility for the program will be evaluated. Once their application is approved they will be placed on those building applicant lists in sequence based upon the date and time their program eligibility is verified.

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

1. If at the time the eligible applicant comes to the top of the waiting list and a unit is available, the applicant must accept the vacancy offered or be removed from that eligible applicant list.

2. If the applicant is willing to accept the unit offered but is unable to move at the time of the offer due to health reasons, and presents clear evidence of inability to move to the CDA's satisfaction, refusal of the offer shall be considered to be allowable refusal and the applicant's name shall not be moved to the bottom of the eligible applicant list.

3. An applicant pending a fraud investigation by any government agency will be bypassed on the applicant list until the applicant is either convicted or acquitted of fraud.

4. Once an applicant accepts a unit offered to them by the CDA, the applicant's date of application will move to the date of move in for any remaining CDA housing waiting lists that they are on.

C. Preference Factors in the Selection of Residents for Nicols Pointe Housing

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

1. Applicants who are Dakota County residents and who:

    a. Are displaced by a disaster such as fire, flood, or tornado.

    b. Are displaced by federal, state or local government related to public improvement or development.

    c. Have vacated their housing unit as a result of actual or threatened physical violence recently or of a continuing nature directed against the applicant or one or more members of applicant's family by a spouse or other household member or applicant lives in a housing unit with such an individual who engages in such violence. In addition, the applicant must be referred from a domestic abuse shelter in which they are currently residing in.

2. Applicants who are residents of, or are working in Dakota County, or who have Community Roots **and** are Veterans

3. Applicants who are Veterans

4. Applicants who are residents of, or are working in Dakota County, or who have Community Roots.

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

5. Applicants who are non-Dakota County residents

Accessible units will be filled by applicants, whether Dakota County residents or a Veteran, that have a physical disability and are in need of an accessible unit. These applicants will be offered handicap accessible units prior to all other applicants who do not have the need for an accessible unit.

D. Reassignment or Transfers to Other Dwelling Units

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

1. If it is determined that a resident is in need of a handicapped accessible apartment they will be transferred at no cost to the resident, once proper documentation has been approved by the Dakota County CDA and an accessible unit becomes available. Transfers of this type will take precedence over new admissions.

2. Residents may request to transfer to the same bedroom size within the building that they are residing, as a convenience transfer and they will assume all costs of preparing their original unit for re-rental (including, but not limited to: painting, cleaning and flooring replacement).

E. Purging the Waiting List

The waiting list will be updated as needed to ensure that all applicants and applicant information is current and timely.

To update the waiting list, the CDA will send a notice via email to each applicant on the waiting list to determine whether the applicant continues to be interested in the program. This notice will be sent to the last email address that the CDA has on record for the applicant.

If the applicant fails to respond by the deadline provided, the applicant will be removed from the waiting list without further notice.

If the notice is returned as undeliverable, the applicant will be removed from the waiting without further notice.

F. Removal from the Waiting List

If at any time an applicant is determined ineligible, they will be removed from the waiting list.

If at any time an applicant requests that their name be removed from the waiting list, the applicant will be removed from the waiting list.

If an applicant is removed from the waiting list because the CDA has determined the family is not eligible for assistance or has failed to comply with a request for information, as it relates to preference or other eligibility components, a notice will be sent to the applicant's last known email address on file.

Part V

SCHEDULE OF RENTS AND RENT COLLECTION POLICY

A. Schedule of Rents

1. The contract rents for Nicols Pointe are set annually by using local Payment Standard limits.

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

Local Subsidy Types:

Rent:
Rental amounts are set on an annual basis and are not based on a percentage of household income.

Housing Choice Voucher Program:
The Contract Rent will be set using the local Payment Standard limits Residents utilizing a voucher will pay between 30% and 40% of their adjusted gross income for rent and utilities. If the contract rent exceeds the allowable standard limit less the utility allowance, the Director of Property Management may, on a unit basis, may lower the contract rent to equal the allowable standard limit.

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

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 the form of cash.

2. A Notice to Vacate will be sent to all residents whose rent has not been paid in full by the 5th day of the month. A late rent fee of 8% of the overdue rent (with a maximum late fee of $40.00) will be charged in all instances where the rent payment is not received by the 5th day of the month.

3. After the expiration of the notice to vacate, eviction action documents shall be prepared for any account still having a rent balance owing. The documents will then be presented to the clerk of court for filing. The clerk of court will assign a date, no greater than 14 days from the date of filing, for the court hearing. Resident will be responsible for management's legal

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

4. Receipt of a "Not Sufficient Funds" (NSF) or account closed check will be considered non-payment of rent and procedures outlined above will apply, including assessment of a late fee equaling 8% of the overdue rent (minimum late fee of $20.00 and maximum late fee of $40.00) if acceptable payment is not received by the 5th day of the month. An additional $20.00 NSF or account closed charge will be assessed.

5. A termination notice will be sent to those residents where an eviction action has been filed on them three or more times in a 12-month period.

Part VI

ADDITIONAL CHARGES

A. Security Deposit

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

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

The Executive Director, or his or her's designee, shall have the authority to change the security deposit requirements based on current conditions.

B. Garage Parking Monthly Charge

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

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

The Executive Director shall have the authority to change the garage charge based on current conditions.

Part VII

RE-EXAMINATION OF RESIDENT ELIGIBILITY AND RENTAL ADJUSTMENTS

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

A. Residents at the time of lease renewal will be deemed ineligible by failure to meet any of the following:

1. Residents who are scheduled for lease renewal and who are deemed to be ineligible for continued occupancy because of their breach of lease clauses shall be so advised in writing and their leases terminated pursuant to the terms and conditions of the lease.

2. Residents who have been determined incapable of living independently.

3. Residents whom are now subject to a lifetime registration requirement under the State sex offender registration program. All household members will be searched for on the Sex Offender Registry web site annually.

B. At the end of a 12-month lease period, the resident shall receive an automatic percentage increase (inflation factor) in rent which shall apply to and remain in effect for the next 12-month lease period. The increase shall be a percentage of the prior rent. This percent may be changed by the CDA from time to time, and shall be listed on the schedule of rents.

1. The Executive Director shall have the authority to establish percentage increases (inflation factors) of up to 3.5%.

2. The inflation factors will be based on increases in the fair market rent (FMR) established by Department of Housing and Urban Development and the CDA market study.

3. Inflation factors exceeding 3.5% will require approval of the CDA Board of Commissioners.

C. Once rent is established, such rental rate shall remain in effect for a 12-month lease term.

D. If management determines that the resident has gained admission or remained in occupancy in the CDA's program through the resident's willful misrepresentation of income, assets, or family composition, management may notify the resident that they have 60-days to find alternative housing and vacate the leased premises. Restitution of the difference must be paid in full within a time limit determined by the CDA.

E. If management determines that a resident intentionally or deliberately misrepresented his/her income, assets, or family composition, the resident will be given notice of eviction

at the time the misrepresentation is discovered; whether they are or are not eligible at the time the misrepresentation is discovered.

F. To add an additional household member to any residence requires the CDA's advance review and written approval of the family's continued eligibility. The CDA will not approve the addition of a person to the household within the first 6 months of occupancy if that additional household member's income, together with the resident's family income at admission would have resulted in the family being ineligible for admission.

Part VIII

VERIFICATION OF APPLICANT'S STATEMENTS AND INCOME

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

All verifications will be obtained within 180 days of initial lease date, and will be verified in accordance with the above provisions.

Resident file will contain documentation of all verifications.

A. Applicants/residents must furnish verification or provide authorization for the CDA to obtain verification from a third party of all statements regarding income and assets. Certification by signing the application for admission will normally be considered sufficient verification for family composition.

B. All income and assets will be verified at the time of admission. Income will be verified by third party verification. If third party written verification is not possible, a review of documentation provided by the family such as benefit checks, income tax returns, benefit award letters, savings and checking account statements, estimated market value of real estate from tax statements, United States savings bond redemption values, and other supporting documents may be accepted. In cases where third party verification is not possible, the CDA will document the reason why another method was used. (United States Treasury checks will not be photocopied).

C. The following statements will also be verified and documented in the resident file:

   1. Age of family members when the sole factor determining eligibility is age.

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

Part IX

OCCUPANCY STANDARDS

When applying for Nicols Pointe, applicants may select the number of bedrooms they wish to apply for (1-bedroom, 2-bedroom or both).

Under no circumstances should action to be taken to assign smaller units to families than established in the following maximums:

Number of Bedrooms	Number of Occupants	
	Minimum	Maximum
1	1	2

Part X

COMPANION/SERVICE ANIMAL POLICY

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

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

Part XI

LEASING

A. Prior to admission, a lease shall be signed by the family head and, if applicable, co-head (jointly and severally) and executed by the CDA.

C. The lease is to be current at all times and must be compatible with CDA policies as well as state and federal law.

C. Notices of rent adjustments which are issued to amend the dwelling lease will be signed by all members of the household and the CDA.

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

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

Part XII

LEASE TERMINATIONS

A. The resident may terminate the lease by providing the CDA with 60-days written notice as defined in the lease agreement. This notice must be received on or before the last day of the second month preceding the month of desired lease termination. For example, to vacate on August 31, notice must be received by the CDA on, or before June 30th.

B. In the event of a resident's death or admission to a nursing home, when there is no surviving member of the near elderly family remaining in the unit, the resident's family may terminate the lease by providing the CDA with 60-days written notice as defined in the lease agreement. This notice must be received on or before the last day of the month preceding the month of desired lease termination. For example, to vacate on August 31, notice must be received by the CDA on or before July 31.

C. The lease may be terminated by the CDA at any time for good cause, such as but not limited to chronic rent delinquency, failure to pay service charges, engages in or threatens violent or abusive behavior toward CDA personnel, serious or repeated interference with the rights of other residents or neighbors, serious or repeated damage to the lease premises, creation of physical or health hazards, failure to fulfill resident obligations set forth in the lease, or for serious or repeated violations of the terms of the lease or for other good cause.

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

   1. In the case of failure to pay rent Part V, Section B, 3 will be applicable.

   2. A reasonable time prior to termination commensurates with the urgency of the situation in the case of creation or maintenance of a threat to the health or safety of other residents or CDA employees or the safety of the premises.

   3. At least sixty (60) days prior to termination in all other cases.

D. Notice of termination to resident shall state reasons for the termination.

Part XIII

RESIDENT DEBTS TO THE CDA (REPAYMENT AGREEMENTS)

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

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

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

REPAYMENT POLICY

Family Debts to the CDA

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

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

General Repayment Agreement Guidelines

Down Payment Requirement

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

Payment Thresholds

The CDA has established the following thresholds for repayment of debts:
Amounts between $3,000 and the Federal or State threshold for criminal prosecution must be repaid within 36 months.

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

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

- The amount owed by the family to the CDA

- The reason for the debt, including whether the debt was the result of family action/inaction or circumstances beyond the family's control
- The resident's current and potential income and expenses
- The current tenant rent
- The family's history of meeting its financial responsibilities

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

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

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

No Offer of Repayment Agreement
The CDA generally will not enter into a repayment agreement with a household under any of the following conditions:
- The resident is already under an existing repayment agreement with the CDA.
- The CDA determines that the resident's debt is a result of program abuse or fraud.
- The amount owed by the resident exceeds the federal or state threshold for criminal prosecution.

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

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

PART IX.

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

OVERVIEW

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

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

DEFINITIONS

As used in VAWA:

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

- Any other person individual, tenant, or lawful occupant living in the household of the victim of domestic violence, dating violence, sexual assault or stalking.

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

A. NOTIFICATION

Notification to Public

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

CDA Policy

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

- A notice of occupancy rights under VAWA to DCCDA Section 18 Limited Liability Company Housing applicants and participants who are or have been victims of domestic violence, dating violence, sexual assault, or stalking (Form HUD 5380, see Exhibit I)

- A copy of form HUD-5382 Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation (see Exhibit II)

- A copy of the CDA emergency transfer plan (Exhibit III)

- A copy of HUD's Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Dating Violence, Sexual Assault, or Stalking, Form HUD-5383 (Exhibit IX)

- The National Domestic Violence Hot Line: 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY) (included in Exhibits I and II)

- Contact information for local victim advocacy groups or services providers

Notification to Program Applicants and Participants

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

CDA Policy

The CDA will provide all applicants with information about VAWA at the time they request an application for housing. The CDA will also include information about VAWA in all notices of denial of for Nicols Pointe housing program.

The CDA will provide all participants with information about VAWA at the time of admission and at annual reexamination. The CDA will also include information about VAWA in notices of termination of housing.

B. **DOCUMENTATION**

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

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

- A completed and signed HUD form 5382, Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking, which must include the name of the perpetrator only if the name of the perpetrator is safe to provide and is known to the victim.

- A federal, state, tribal, territorial, or local police report or court record, or an administrative record.

- Documentation signed by a person who has assisted the victim in addressing domestic violence, dating violence, sexual assault or stalking, or the effect of such abuse. This person may be an employee, agent, or volunteer of a victim service provider; an attorney; a mental health professional; or a medical professional. The person signing the documentation must attest under penalty of perjury to the person's belief that the incidents in question are bona fide incidents of abuse. The victim must also sign the documentation.

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

CDA Policy

Any request for documentation of domestic violence, dating violence, sexual assault or stalking

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

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

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

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

Discretion to Require No Formal Documentation
The CDA has the discretion to provide benefits to an individual based solely on the individual's statement or other corroborating evidence i.e.: without requiring formal documentation of abuse in accordance with 24 CFR 5.2007(b).

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

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

C. CONFIDENTIALITY

All information provided to the CDA regarding domestic violence, dating violence, sexual assault or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence. This means that the CDA (1) may not enter the information into any shared data base, (2) may not allow employees or others to access the information unless they are explicitly authorized to do so and have a need to

know the information for purposes of their work and (3) may not provide the information to any other entity or individual, except to the extent that the disclosure is (a) requested or consented to by the individual in writing, (b) required for use in an eviction proceedings, or (c) otherwise required by applicable law.

CDA Policy

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

MINNESOTA STATUES 2016

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

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

Subdivision 1. Right to terminate: procedure.

a) A tenant to a residential lease may terminate a lease agreement in the manner provided in this section without penalty or liability, if the tenant or another authorized occupant fears imminent violence after being subjected to:

   1. Domestic Abuse, as the term is defined under section 518B.01 subdivision 2;
   2. Criminal Sexual Conduct under section 609.342 to 609.3451; or
   3. Stalking, as that term is defined under section 609.749, subdivision 1

b) The tenant must provide signed and dated advance written notice to the landlord;
   1. Stating the tenant fears imminent violence from a person as indicated in a qualifying document against the tenant or an authorized occupant if the tenant or authorized occupant remains in the leased properties;
   2. Stating the tenant needs to terminate the tenancy;
   3. Providing the date by which the tenant will vacate; and
   4. Providing a written instructions for the disposition of any remaining personal property in accordance with section 504AB.271

c) The written notice must be delivered before the termination of the tenancy by mail, fax or in person, and be accompanied by a qualifying document.

d) The landlord may request that the tenant disclose the name of the perpetrator and, if a request is made, inform the tenant that the landlords seeks disclosure to protect other tenants in the building. The tenant may decline to provide the name of the perpetrator for safety reasons. Disclosure shall not be a precondition of terminating the lease.

e) The tenancy terminates, including the right of possession of the premises, as

provided in subdivision 3.

Subdivision 2. Treatment of Information

a) A landlord must not disclose;
   1. Any information provided to the landlord by a tenant in the written notice required under subdivision 1, paragraph b);
   2. Any information contained in the qualifying document;
   3. The address or location to which the tenant has relocated; or
   4. The status of the tenant as a victim of violence.

b) The information referenced in paragraph a must not be entered into any shared database or provided to any person or entity but may be used when required as evidence in an eviction proceeding, action for unpaid rent or damages arising out of the tenant, claims under section 504B.178, with consent of the tenant, or as otherwise required by law.

Subdivision 3. Liability for Rent; Termination of Tenancy

a) A tenant who is a sole tenant and is terminating a lease under subdivision 1 is responsible for the rent payment for the full month in which the tenancy terminates. The tenant forfeits all claims for the return of the security deposit under section 504B. 178 and is relieved of any other contractual obligation for payment of rent or any other charges for the remaining term of the lease, except as provided in this section. In a sole tenancy, the tenancy terminates on the date specified in the notice provided to the landlord as required under subdivision 1.

b) In a tenancy with multiple tenants, one of whom is terminating the lease under subdivision 1, any lease governing all tenants is terminated at the latter of the end of the month or the end of the rent interval in which one tenant terminates the lease under subdivision 1. All tenants are responsible for the rent payment for the full month in which the tenancy terminates. Upon termination, all tenants forfeit all claims for the return of the security deposit under section 504B.178 and are relieved of any other contractual obligation for payment of rent or any other charges for the remaining term of the lease, except as provided in this section. Any tenant whose tenancy was terminated under this paragraph may reapply to enter into a new lease with the landlord.

c) This section does not affect a tenant's liability for delinquent, unpaid rent or other amounts owed to the landlord before the lease was terminated by the tenant under this section.

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

Subdivision 5. Waiver prohibited.

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

Subdivision 6. **Definitions.**

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

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