

**FY2002**

**STATEMENT**

**OF**

**POLICIES**

**Approved by the**  
**MPHA Board of Commissioners**  
**on June 26, 2002**

**STATEMENT OF POLICIES**  
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# PART I

## DEFINITIONS

1. **ADJUSTED INCOME:** Annual Income less the following deductions, determined in accordance with HUD regulations (24 CFR §5.611):
  - A. \$480 for each Dependent; (Refer to definition #12)
  - B. \$400 for any Elderly Family; (Refer to definition #22)
  - C. The sum of the following, to the extent the sum exceeds three percent of annual income:
    - 1) Unreimbursed medical expenses of any elderly family or disabled family;
    - 2) Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member of the family who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years of age or older who are able to work because of such attendant care of auxiliary apparatus; and
  - D. Any reasonable childcare expenses necessary to enable a member of the family to be employed or to further his or her education.
2. **ALLOWANCES:** Amounts added to or deducted from the household's annual income in determining adjusted annual income.
3. **ANNUAL INCOME:**
  - A. Annual income means all amounts monetary or not, which:
    - 1) Go to, or on behalf of the family head or spouse (even if temporarily absent) or any other family member; or
    - 2) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
    - 3) Which are not specifically excluded in paragraph (c) of this section
    - 4) Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.  
If it is not feasible to anticipate a level of income over a 12 month period (e.g. seasonal or cyclic income), or the MPHA believes that past income is the best available indicator of expected future income, the MPHA may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

B. Annual income includes but is not limited to :

- 1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- 2) The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided by the 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.
- 3) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness will not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in paragraph B 2 of this section. Any withdrawal 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 will include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate, as determined by HUD.
- 4) The full amount, before deductions, received from social security, annuities, periodic payments from insurance policies, retirement funds, pensions, periodic benefits or disability or death, and other similar types of period receipts, including a lump-sum payment for the delayed start of a periodic payment (except as provided in paragraph C. 13 below).
- 5) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in paragraph C. 2 below).
- 6) Welfare assistance payments
  - a) If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income will consist of:
    - (1) the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus,
    - (2) the maximum amount that the welfare assistance agency could in fact allow the Family for shelter and utilities. If the Family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated shall be the amount resulting from one application of the percentage.
  - b) Imputed welfare income

- (1) A family's annual income includes the amount of imputed welfare income (because of a specified welfare benefits reduction due to a sanction, as specified in notice to the Minneapolis Public Housing Authority by the welfare agency) plus the total amount of other annual income.
- (2) At the request of the Minneapolis Public Housing Authority, the welfare agency will inform the Minneapolis Public Housing Authority in writing of the amount and term of any specified welfare benefit reduction for a family member, and the reason for such reduction, and will also inform the Minneapolis Public Housing Authority of any subsequent changes in the term or amount of such specified welfare benefit reduction. The Minneapolis Public Housing Authority will use this information to determine the amount of imputed welfare income for a family.
- (3) A family's annual income includes imputed welfare income in family annual income, as determined at an interim or regular reexamination of family income and composition, during the term of the welfare benefits reduction (as specified in information provided to the Minneapolis Public Housing Authority by the welfare agency).
- (4) The amount of the imputed welfare income is offset by the amount of additional income a family receives that commences after the time the sanction was imposed. When such additional income from other sources is at least equal to the imputed welfare income, the imputed welfare income is reduced to zero.
- (5) The Minneapolis Public Housing Authority will not include imputed welfare income in annual income if the family was not an assisted resident at the time of the sanction.
- (6) If a resident is not satisfied that the Minneapolis Public Housing Authority has calculated the amount of imputed welfare income in accordance with HUD requirements, and if the Minneapolis Public Housing Authority denies the family's request to modify such amount, then the Minneapolis Public Housing Authority shall give the resident written notice of such denial, with a brief explanation of the basis for the Minneapolis Public Housing Authority's determination of the amount of imputed welfare income. The Minneapolis Public Housing Authority's notice shall also state that if the resident does not agree with the determination, the resident may grieve the decision in accordance with our grievance policy. The resident is not required to pay an escrow deposit for the portion of the resident's rent attributable to the imputed welfare income in order to obtain a grievance hearing.
- (7) Relations with welfare agencies.
  - a) The Minneapolis Public Housing Authority will ask welfare agencies to inform it of any specified welfare benefits reduction for a family member, the reason for such reduction, the term of any such reduction, and any subsequent welfare agency determination affecting the amount or term of a specified welfare benefits reduction. If the welfare agency determines a specified welfare benefits reduction for a family member, and gives the Minneapolis Public Housing Authority written notice of such reduction, the family's annual incomes shall include the imputed

welfare income because of the specified welfare benefits reduction.

b) The Minneapolis Public Housing Authority is responsible for determining the amount of imputed welfare income that is included in the family's annual income as a result of a specified welfare benefits reduction as determined by the welfare agency, and specified in the notice by the welfare agency to the housing authority. However, the Minneapolis Public Housing Authority is not responsible for determining whether a reduction of welfare benefits by the welfare agency was correctly determined by the welfare agency in accordance with welfare program requirements and procedures, nor for providing the opportunity for review or hearing on such welfare agency determinations.

c) Such welfare agency determinations are the responsibility of the welfare agency, and the family may seek appeal of such determinations through the welfare agency's normal due process procedures. The Minneapolis Public Housing Authority shall rely on the welfare agency notice to the Minneapolis Public Housing Authority of the welfare agency's determination of a specified welfare benefits reduction.

- 7) Periodic and determinable allowances (income), such as alimony, child support payments received, and regular contributions, or gifts including amounts received from any person not residing in the dwelling.
- 8) All regular pay, special payments and allowances (compensation) of a member of the Armed Forces (except as provided in paragraph C. 6 below).

C. Annual Income does not include the following:

- 1) Income from employment of children (including foster children) under the age of 18 years.
- 2) Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone).
- 3) 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 (except as provided in B. 5 above)
- 4) Amounts received by the Family that are specifically for or in reimbursement of, the cost of medical expenses for any family member.
- 5) Income of a Live-in Aide; (Refer to definition #32)
- 6) The full amount of student financial assistance paid directly to the student or the educational institution.
- 7) The special pay to a Family member serving in the Armed Forces who is exposed to hostile fire.

- 8) Amounts received:
  - a) under training programs funded by HUD.
  - b) by a Disabled person that are 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 (PASS).
  - c) 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.
  - d) under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA on a part-time basis that enhances the quality of life in the development. Such services may include but are not limited to, fire patrol, hall monitoring, lawn maintenance and resident initiatives coordination and serving as a member of the PHA's governing board. No resident may receive more than one such stipend at the same time.
  - e) as incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) 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 the period for which the family member actively participates in the program.
- 9) Temporary (see definition), non-recurring or sporadic income including sporadic gifts.
- 10) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era.
- 11) Earned income in excess of \$480 annually for each full-time student 18 years old or older (excluding the head of household and spouse).
- 12) Adoption assistance payments in excess of \$480 per adopted child;
- 13) Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
- 14) 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.
- 15) Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home.
- 16) 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 United States Housing Act of 1937. Excluded amounts include:

- a) Relocation payments made under Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4636).
  - b) The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977 (7 U.S.C. 2017 (b)).
  - c) Payments to volunteers under the Domestic Volunteer Service Act of 1973 (42 U.S.C. 5044 (g), 5058).
  - d) Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(a)).
  - e) Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes (24 U.S.C. 459(e)).
  - f) Payments or allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f)).
  - g) Payments received under programs funded in whole or in part under the Job Training Partnership Act (24 U.S.C. 1552(b)).
  - h) Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-2504); and
  - i) The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission of the Court of Claims (24 U.S.C. 1407-1408), or from funds held in trust for an Indian Tribe by the Secretary of Interior (24 U.S.C. 117); and
  - j) Amounts of scholarships funded under Title VI of the Higher Education Act of 1965, including awards under the Federal work-study program or under the Bureau of Indian Affairs student Assistance programs, that are made available to cover the cost of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of a student at an educational institution (that are used to cover the cost of attendance at an educational institution). (20 U.S.C. 1067uu)
  - k) Payments received from programs funded under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056 (F)).
  - l) Reparation payments paid by a Foreign Government pursuant to claims filed under the Laws of that Government by persons who were persecuted during the Nazi Era.
  - m) Payments received on or after January 1, 1987 from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation.
  - n) Payments received under the Maine Indian Claim Settlement Act of 1980.
  - o) Any earned income tax credit
- 17) The incremental earnings due to employment during a cumulative 12-month period following the date of the initial hire, for families:

- a) Whose income increases at a result of employment of a family member who was previously unemployed for one or more years;
- b) Whose income increases during participation of a family member in any economic self-sufficiency of other job training program;
- c) Who are or were, within the last 6 months, assisted under a State TANF or Welfare to Work program.

During the second cumulative 12-month period after the date of initial hire, 50% of the increased income shall be excluded from income.

This disallowance of increased income of an individual family member is limited to a lifetime 48-month period. It only applies 12 months of the 100% exclusion and 12 months of the 50% exclusion.

- 4. **APPLICANT:** The Applicant head of household and all the family members listed on the application
- 5. **ASSETS:** See NET FAMILY ASSETS.
- 6. **ASSISTANCE APPLICANT:** A family or individual that seeks admission to the public housing program.
- 7. **CHILD CARE EXPENSES:** Amounts anticipated being paid by Family for the care of children less than 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, to further his or her education, to seek employment and only to the extent such amounts are not reimbursed. The amount deducted will reflect reasonable charges for child care, and, in the case of child care necessary to permit employment, the amount deducted will not exceed the amount of income received from such employment.
- 8. **CEILING RENT:** Maximum rent amount.
- 9. **CITIZEN:** Citizen or National of the United States.
- 10. **CO-HEAD OF HOUSEHOLD:** The spouse or person sharing residency with the head of household whose income and resources are available to meet the family's needs.
- 11. **COMMUNITY SERVICE:** The performance of voluntary 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 in which he/she resides.
- 12. **COVERED FAMILIES:** Families who receive welfare assistance or other public assistance benefits from a State or other public agency under a program for which Federal, State, or local laws requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.
- 13. **DEPENDENT:** A member of the Tenant Family household (excluding foster children) other than the Family head or co-head, who is less than 18 years of age or is a Disabled Person, or is a full-time Student.
- 14. **DISABILITY ASSISTANCE EXPENSES:** reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

15. **DISABLED FAMILY**: A family whose head, spouse or sole member is a person with disabilities; or two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.
16. **DISABLED PERSON**: A person who:
- A. Has a disability as defined in 42 U.S.C. 423
  - B. Is determined, pursuant to HUD regulations to have a physical, mental, or emotional impairment that:
    - 1. Is expected to be of long-continued and indefinite duration;
    - 2. Substantially impedes his or her ability to live independently; and
    - 3. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
  - C. Has a developmental disability as defined in 42 U.S.C. 6001.  
For the purposes of qualifying for Public Housing, does not include a person whose disability is based solely on drug or alcohol dependence.
17. **DISALLOWANCE**: Exclusion from annual income.
18. **DISPLACED FAMILY**: Refer to definition of Involuntary displacement
19. **DOMESTIC VIOLENCE**: Actual or threatened physical violence directed against one or more members of the applicant family by a spouse or other member of the applicant's household.
20. **DRUG FREE PUBLIC HOUSING ZONE**: Any public housing development administered by MPHA plus the area within 300 feet of the property's boundary, or one city block whichever distance is greater which shall be free of selling, possessing, or possessing with intent to sell any illegal controlled substance. Maximum sentencing penalties will be imposed by the courts for unlawful controlled substance crimes committed within this defined zone. MPHA has a "zero tolerance" for drug activity; the lease of any resident who possesses any amount of a controlled substance in MPHA property will be terminated. All residents are responsible for the conduct of the members of their household and/or guests. The lease of a resident will also be terminated if a guest or household member is found to possess any amount of a controlled substance on MPHA property. (Section 1. Minnesota Statutes 1990, section 152.01 sub. 19.)
21. **DRUG RELATED CRIMINAL ACTIVITY**: The illegal, possession manufacture, sale, distribution, or use with intent to manufacture, sell, distribute, or use a controlled substance, regardless of arrest or conviction.
22. **ECONOMIC SELF-SUFFICIENCY PROGRAM**: Any program 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, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including substance abuse or mental health treatment program), or other work activities.
23. **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 Total Tenant Payment (i.e., effective date of rent change).

24. **ELDERLY FAMILY**: A family whose head or spouse/co-head (or sole member) is at least 62 years old, Disabled, or Handicapped.
25. **ELDERLY PERSON**: A person who is at least 62 years of age.
26. **ELIGIBLE NONCITIZEN**:
- A. A noncitizen lawfully admitted for permanent residence, as defined by section 101(a)(20) of the Immigration and Nationality Act (INA), as an immigrant, as defined by section 101(a)(15) of the INA (8 U.S.C. 1101(a)(20) and 1101(a)(15), respectively ) (immigrants). (This category includes a noncitizen admitted under section 210 or 210A of the INA (8 U.S.C. 1160 or 1161), special agricultural worker), who has been granted lawful temporary resident status);
  - B. A noncitizen who entered the United States before January 1, 1972, or such later date as enacted by law, and has continuously maintained residence in the United States since then, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General under section 249 of the INA (8 U.S.C. 1259);
  - C. A noncitizen who is lawfully present in the United States pursuant to an admission under section 207 of the INA (8 U.S.C. 1157) (refugee status); pursuant to the granting of asylum (which has not been terminated) under section 208 of the INA (8 U.S.C. 1158) (asylum status); or as a result of being granted conditional entry under section 203(a)(7) of the INA (8 U.S.C. 1153(a)(7)) before April 1, 1980, because of persecution or fear of persecution on account of race, religion, or political opinion or because of being uprooted by catastrophic national calamity;
  - D. A noncitizen who is lawfully present in the United States as a result of an exercise of discretion by the Attorney General for emergent reasons or reasons deemed strictly in the public interest under section 212(d)(5) of the INA (8 U.S.C. 1182(d)(5)) (parole status);
  - E. A noncitizen who is lawfully present in the United States as a result of the Attorney General's withholding deportation under section 243(h) of the INA (8 U.S.C. 1253(h)) (threat to life or freedom); or
  - F. A noncitizen lawfully admitted for temporary or permanent residence under section 245A of the INA (8 U.S.C. 1255a) (amnesty granted under INA 245A).
27. **EMANCIPATED MINOR**: Person who is under 18 years of age and who is married, an active duty member of the U.S. armed forces or emancipated by court order.
27. **ESTABLISHED INCOME RANGE**: Between 85% and 115% (inclusive) of the MPHA-wide average tenant income for developments covered under the rule to Deconcentrate Poverty 24 CFR part 903, or below 30% of the area median. See Part V.
28. **EXCESS MEDICAL EXPENSES**: Any medical expenses incurred by elderly families or families with dependents only in excess of 3% of Annual Income which are not reimbursable from any other source.
29. **EXTREMELY LOW INCOME FAMILY**: A family whose income does not exceed 30 percent of area median as determined by HUD, with adjustments for family size. HUD may establish income ceilings higher or lower than 30% of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.
30. **FAMILY**: Person or persons with or without children.

31. **FAMILY HOUSING UNIT**: All units except highrise units. Family units are for adults with dependents. For households who no longer have a dependent, the remaining adults and residual family members will transfer to highrise units. If the household does not transfer in a timely manner, MPHA will terminate the lease.
32. **FAMILY SELF SUFFICIENCY (FSS) PROGRAM**: A self-sufficiency program established by the Minneapolis Public Housing Authority (MPHA) that offers incentives to promote economic self-sufficiency among motivated FSS public housing low rent residents via successful completion of their FSS Contract of Participation.
33. **FLAT RENT**: A rent amount the family may choose to pay in lieu of having their rent determined under the income based method. The flat rent is established by MPHA based on the market value of the unit as determined by MPHA. Families selecting the flat rent option must have their income evaluated every three years, rather than annually. See Appendix H.
34. **FORMAL REPAYMENT AGREEMENT**: An agreement signed between an applicant or tenant and MPHA in which the applicant or tenant agrees to pay in monthly installments, a sum owed to MPHA. The agreement shall not exceed 12 months without the written approval of the Director of Property Management or the Assistant Director of Property Management.
35. **FOSTER CHILD OR CHILDREN**: A child or children, raised by someone not their own mother or father, and for whom the tenant or applicant receives compensation. Legal documentation of placement with the MPHA family will be required.
36. **FULL-TIME STUDENT**: A person who is attending school or vocational training on a full-time basis.
37. **HANDICAPPED ASSISTANCE EXPENSES**: Refer to Definition for Disability Assistance Expenses.
38. **HANDICAPPED PERSON**: Refer to definition of Disabled Person.
39. **HATE CRIME**: The actual or threatened physical violence or intimidation that is directed against a person or his/her property and that is based on the person's race, color, religion, sex, national origin handicap, or familial status.
40. **HEAD OF HOUSEHOLD**: The head of household is the person who assumes legal responsibility for the household and is listed on the application as Head.
41. **HUD**: The United States Department of Housing and Urban Development.
42. **HUD'S STATEWIDE CLEARINGHOUSE LIST**: A list of residents/participants who have left a PHA in the state of Minnesota owing money. The list is published on a semiannual basis by HUD.
43. **IMPUTED ASSET**: Value of an asset times the HUD passbook rate where the value of such assets is greater than \$5,000. If the imputed income is more than the actual income from assets, the imputed amount is used as income from assets in determining rent.
44. **IMPUTED WELFARE INCOME**: The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for the purposes of determining the rent.
45. **INCOME BASED RENT**: Rent amount base on the family's income, as determined by the MPHA, and MPHA's rent policies.
46. **INCOME TARGETING**: At least 40 percent of admissions to the public housing program in each fiscal year must be extremely low income families.

47. **INDIVIDUAL EXEMPT FROM COMMUNITY SERVICE:**

- A. A Family members who is 62 years of age or older;
- B. A family member who is blind or disabled, as defined by Section 216 (i)(1) or 1614 of the Social Security Act (42 U.S.C. 416 (i) (1); 1382c) and who certifies that because of this disability is unable to comply with requirements,;
- C. A Family member who is the primary care giver for someone who is blind or disabled as set forth in paragraph 2 above.
- D. A family member who is engaged in work activity.
- E. A family member who is exempt from having to engage in a work activity in a State program funded under Part A of Title IV of the Social Security Act (42 U.S.C. 601 et seq.) or under any welfare program of the State, including State-administered welfare-to-work program;

A family member who is receiving assistance, benefits or services under a State program funded under part A of title IV of the Social Security Act or under any welfare program of the State, including a State-administered welfare-to-work program, and is in compliance with that program.

48. **INS:** The U.S. Immigration and Naturalization Service.

49. **INVOLUNTARY DISPLACEMENT:**

An Applicant is or will be involuntarily displaced if the Applicant has vacated, or will have to vacate his/her housing unit as a result of one or more of the following actions:

- A. Displacement by Disaster: An applicant's unit is uninhabitable because of a disaster, such as a fire or flood.
- B. Government Action: Activity carried on by an agency of the United States or by any State or local government body or agency in connection with code enforcement or a public improvement or development program.
- C. Housing Owner's Action: Action by a housing owner forces the applicant to vacate its unit. An applicant does not qualify as involuntarily displaced because action by a housing owner forces the applicant to vacate its unit unless: 1) the applicant cannot control or prevent the owner's action; 2) occurs although the applicant met all imposed conditions of occupancy; and 3) the action taken by the owner is other than a rent increase.

The reasons for a tenant's involuntary displacement by owner action includes, but is not limited to the following: 1) conversion of the unit to non-rental/residential use; 2) closing of the unit for rehab or any other reason; 3) notice by owner to vacate a unit because the owner wants the unit for personal or family use or occupancy; 4) sale of the unit, in which an applicant resides under an agreement which requires the unit to be vacant when possession is transferred; 5) any other legally authorized act that results or will result in withdrawal of the unit from the rental market.

Such reasons do not include the vacating of a unit by a tenant as a result of actions taken by the owner because the tenant refuses: 1) to comply with HUD program policies and

procedures for the occupancy and under-occupied or overcrowded units; or 2) to accept a transfer to another housing unit in accordance with a court decree or in accordance with policies and procedures under a HUD-approved desegregation plan.

- D. Domestic Violence (refer to definition) of a recent or continuing nature which results in the applicant: 1) vacating a unit because of domestic violence; or 2) living in a unit with an individual who engages in such domestic violence.

Verification of domestic violence displacement is accomplished through written confirmation from police, social service agencies, courts, clergy persons, physicians or public or private shelters or counseling facilities.

For an applicant to qualify as involuntarily displaced because of domestic violence: 1) MPHA must determine that the domestic violence occurred recently or is of a continuing nature; and 2) the applicant must certify that the person who engaged in such violence will not reside with the applicant family unless MPHA has given advance written approval. If the family is admitted, MPHA may deny or terminate assistance to the family for breach of this certification.

- E. Displacement to avoid reprisals: An applicant family is involuntarily displaced if: 1) family members provided information on criminal activities to a law enforcement agency, and 2) based on a threat assessment, the law enforcement agency recommends rehousing the family to avoid or minimize a risk of violence against family members as a reprisal for providing such information. MPHA will establish appropriate safeguards to conceal the identity of families requiring protection against such reprisals.

- F. Displacement by hate crimes (refer to definition): An applicant family is involuntarily displaced if: 1) one or more members of the applicant's family have been the victim of one or more hate crimes; and 2) the applicant has vacated a housing unit because of such crime, or the fear associated with such crime has destroyed the applicant's peaceful enjoyment of the unit.

MPHA must determine that the hate crime involved occurred recently or is of a continuing nature.

- G. Displacement by inaccessibility of unit: An applicant family is involuntarily displaced if: 1) a member of the family has a mobility or other impairment that makes the person unable to use critical elements of the unit; and 2) the owner is not legally obligated to make changes to the unit that would make critical elements accessible to the disabled person as a reasonable accommodation

- H. Displacement because of HUD disposition of multifamily project includes: A displacement because of disposition of a multifamily rental housing project by HUD under Section 203 of the Housing and Community Development Amendments of 1978.

50. **LIVE-IN AIDE**: A person who resides with an Near Elderly, Elderly or Disabled person or persons and who (a) is determined by MPHA to be essential to the care and well-being of the person(s), who can prove they have the skills necessary for the care of the Near elderly, Elderly or Disabled person. The sole purpose for living with the tenant family is to provide the necessary full time supportive services; (b) is not obligated for support of the person(s); and (c) would not be living in the unit except to provide

necessary full time supportive services. The Live-in Aide will not be added to the lease, but must comply with the terms of the lease. The Live-in Aide has no residual tenancy rights to the unit, the Live-in Aide must vacate the unit with the Tenant Family. The Live-in Aide will vacate the unit when the Tenant Family no longer qualifies for a Live-in Aide. A Live-in Aide will be screened as any other applicant with the exception of economic criteria. The Live-in Aide must pass the screening. A Live-in Aide will be accommodated in the Tenant Families current unit. A medical doctor must verify the need for a Live-in Aide. This verification will include the reason for the need and the duration of the need. The Tenant Family must provide medical confirmation of the continued need for a Live-in Aide at the request of Management.

51. **LANDLORD**: This term means either the owner of the property or his/her representative or the managing agency or his/her representative, as shall be designated by the owner.
52. **LOW INCOME FAMILY**: A Family whose Annual Income does not exceed 80 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families. HUD may establish income limits higher or lower than the 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs of unusually high or low family incomes.
53. **MEMBERS OF THE HOUSEHOLD**: Persons listed in Section 5 of the lease or subsequent lease addendum.
54. **MEDICAL EXPENSES**: Those total medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed, and that are not covered by insurance . Medical expenses are allowed only for elderly, disabled, and handicapped households. The amount allowable as a deduction is the amount that exceeds 3 percent of Annual Income.
55. **MILITARY SERVICE OF THE UNITED STATES**: Service in the Army, Navy, Air Force, Marine Corps, Coast Guard, and since July 29, 1945, the commissioned corps of the U.S. Public Health Service.
56. **MINNESOTA FAMILY INCOME PROGRAM (MFIP)**: Minnesota welfare reform program previously known as AFDC, refer to definition.
57. **MONTHLY ADJUSTED INCOME**: Monthly Adjusted Income is one-twelfth of Adjusted Annual Income.
58. **MONTHLY INCOME**: Monthly Income is one-twelfth of Annual Income.
59. **MPHA**: The Minneapolis Public Housing Authority which operates in and for the City of Minneapolis. It is authorized to engage in or assist in the development or operation of housing for low-income families.
60. **NATIONAL**: A person who owes permanent allegiance to the United States as a result of birth in a United States territory or possession.
61. **NEAR ELDERLY FAMILY**: A family whose head or spouse/co-head (or sole member) is at least 50 years of age and below the age of 62.
62. **NET FAMILY ASSETS**: Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD home ownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded. (In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the Family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be

counted when determining Annual Income. The value of a burial trust will not be included in Net Family Assets. In determining Net Family Assets, MPHA shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in 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 therefor. 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 tenant receives important consideration not measurable in dollar terms.

63. **NONCITIZEN**: A person who is neither a citizen or national of the United States.
64. **OCCUPANCY STANDARDS**: The standards that MPHA has established for determining the appropriate number of bedrooms needed to house families of different sizes or compositions.
65. **PARTICIPANT**: A family or individual that is assisted by the MPHA.
66. **PREVIOUSLY UNEMPLOYED** : This includes a person who has earned, in the 12 months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.
67. **PROFIT MAKING ACTIVITIES IN A DWELLING UNIT**: With prior written MPHA approval, profit-making activities may be allowed provided that no additional space or parking is required for this purpose. No modifications can be made to the unit for such activities and proper insurance must be provided by the resident.
68. **PUBLIC ASSISTANCE**: Welfare or other payments to families or individuals, based on need, which are made under programs funded, separately or jointly by Federal, State, or local governments.
69. **RETROACTIVE RENT**: When a tenant is charged less rent than what should have been charged, due either to an intentional or unintentional misrepresentation on the part of the tenant or because a reexamination of income is not completed by the effective date.
70. **SELF-SUFFICIENCY INCENTIVES**:
  - A. Qualified family. A family residing in public housing:
    - 1) Whose annual income increases as a result of employment of a family member who was unemployed for one or more years previous to employment;
    - 2) Whose annual income increases as a result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or
    - 3) Whose annual income increases, as a result of new employment or increased earnings of a family member, during or within six months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of Title IV of the Social Security Act, as determined by the PHA in consultation with the local agencies administering temporary assistance for need families (TANF) and Welfare-to-Work (WTW) programs. The TANF program is not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance—provided that the total amount over a six-month period is at least \$500.
      - a) Disallowance of increase in annual income.

- i). Initial twelve month exclusion. During the cumulative twelve month period beginning on the date a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the PHA must exclude from annual income (as defined in §5.609 of this title) of a qualified family any increase in income of the family member as a result of employment over prior income of that family member.
- ii). Second twelve month exclusion and phase-in. During the second cumulative twelve month period after the date a member of a qualified family is first employed or the family first experiences an increase in annual income attributable to employment, the PHA must exclude from annual income of a qualified family fifty percent of any increase in income of such family member as a result of employment over income of that family member prior to the beginning of such employment.
- iii) Maximum four year disallowance. The disallowance of increased income of an individual family member as provided in paragraph (b)(1) or (b)(2) of this section is limited to a lifetime 48 month period starting from the initial exclusion under paragraph (b)(1) of this section.

71. **SERVICEMAN:** 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.

72. **SINGLE PERSON:** A person living alone or intending to live alone and who does not qualify as an Elderly Family or as the remaining member of a tenant family.

73. **SINGLE ROOM OCCUPANCY (SRO):** A unit which contains no sanitary facilities or food preparation facilities or which contains one but not both types of facilities and which is suitable for occupancy by a single individual.

74. **SPECIFIED WELFARE BENEFIT REDUCTION:**

- A. A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.
- B. "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:
  - 1) at the expiration of a lifetime or other time limit on the payment of welfare benefits;
  - 2) because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or
  - 3) because a family member has not complied with other welfare agency requirements.

75. **SUBSTANDARD HOUSING**

- A. A housing unit is substandard if it:

- 1) Is dilapidated;
- 2) Does not have operable indoor plumbing;
- 3) Does not have a useable, flush toilet inside the unit for the exclusive use of the family;
- 4) Does not have a useable bathtub or shower inside the unit for the exclusive use of the family;
- 5) Does not have electricity or has unsafe or inadequate electrical service;
- 6) Does not have a safe or adequate source of heat;
- 7) Should, but does not, have a kitchen, or;
- 8) Has been declared unfit for human habitation by an agency or unit of government.

B. A housing unit is dilapidated if: 1) the unit does not provide safe and adequate shelter, and in its present condition endangers the health, safety, or well-being of a family; or 2) the unit has one or more critical defects, or a combination of intermediate defects in sufficient number or extent to require considerable repair, or rebuilding. The defects may involve original construction or may result from continued neglect or lack of repair or from serious damage to the structure.

C. Status of SRO housing: In determining whether an individual living in single room occupancy (SRO) housing qualifies for Preference, SRO housing is not considered substandard solely because the unit does not contain sanitary or food preparation facilities.

D. A homeless family includes any person or family that: 1) lacks a fixed, regular and adequate nighttime residence; and also 2) has a primary nighttime residence that is: a) A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing where the duration of stay is less than 6 months); b) an institution providing temporary residence for persons intended to be institutionalized, or; c) a public or private place not designed for or intended for use as sleeping accommodations for human beings.

A "homeless family" does not include individuals imprisoned or detained by an Act of the Congress or a State law.

76. **TEMPORARY ASSISTANCE TO NEEDY FAMILIES (TANF)**: The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.
77. **TEMPORARY EARNED INCOME**: Income from a Temporary Employment Agency or of limited term employment, will be annualized.
78. **TEMPORARY CHANGE OF INCOME**: A change in income that will not be longer than 30 days duration and is nonrecurring.
79. **TENANT FAMILY**: Head(s) of household and the Members of Household (see definition)
80. **TENANT RENT**: The amount payable monthly by the Family as rent to MPHA. Where all utilities (except telephone or cable TV) and other essential housing services are supplied by MPHA, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone or cable TV) and other essential housing services are not supplied by MPHA and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the Utility Allowance.
81. **TOTAL TENANT PAYMENT**: The monthly amount calculated under 24 CFR §5.613 Total Tenant Payment does not include charges for excess utility consumption or other miscellaneous charges as defined in Part VI of this policy.

82. **UTILITY ALLOWANCE**: If the cost of utilities (except telephone and cable TV) for a public housing unit is not included in the Tenant Rent, but is the responsibility of the Family occupying the unit, an amount equal to the estimate made or approved by MPHA or HUD, of the monthly cost of a reasonable consumption of such utilities and other services for the unit by energy conscious household of modest circumstances consistent with the requirements of a safe, sanitary and healthful living environment, is deducted from the Total Tenant Payment.
83. **UTILITY REIMBURSEMENT**: The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit. The Utility Reimbursement is paid by MPHA to the tenant, or with the consent of the tenant to the utility company.
84. **VERY LOW INCOME FAMILY**: A 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. HUD may establish income limits higher or lower than 50 percent of the median income for an area of unusually high or low family incomes.
85. **VETERAN**: The term "Veteran" means any person honorably discharged from the Armed Forces of the United States who served in World War I between April 6, 1917, and November 11, 1918, both dates inclusive, or in World War II on or after December 7, 1941 until final cessation of all hostilities or in the Korean conflict, Lebanon Crisis, Berlin Crisis, Quemoy and Matsu, Taiwan Straits, Cuban Crisis, the Congo, the Dominican Republic and Vietnam. The word "Veteran" does not include a person enlisted and accepted for active training only for a period of six months or less. Veteran does not include veteran's spouse or co-head if the veteran is not a current member of the household.
86. **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. (See Public Assistance.)

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## PART II

### REQUIREMENTS FOR ADMISSION

1. **NONDISCRIMINATION:** MPHA will not discriminate against any applicant because of race, color, creed, religion, national origin or ancestry, familial status, sex, sexual orientation, status with regard to public assistance status, marital status, disability, age, political or other affiliation provided such applicants are otherwise eligible for admission. MPHA will not retaliate against a person who asserts a claim of discrimination. Conversely, no preference will be shown any applicant because of political affiliation or his or her acquaintance with any public official at the Federal, State or Local level. In accordance with HUD requirements, MPHA will equate the needs of an eligible applicant with the needs of the community for a financially and socially sound housing program, and within the limits of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Federal Fair Housing Amendment's Act, Executive Order 11063 on Equal Opportunity in Housing and the implementing regulations at 24 CFR Part 107, Age Discrimination Act of 1975 and implementing regulations at 24 CFR Part 164, and Americans with Disabilities Act to the extent applicable.

MPHA will not on account of race, color, creed, religion, national origin or ancestry, familial status, sex, sexual orientation, status with regard to public assistance status, marital status, disability, age, political or other affiliation

- A. Deny a family the opportunity to apply for housing, nor deny any eligible and qualified applicant the opportunity to lease housing suitable to its needs;
- B. Provide housing which is different from that provided others;
- C. Subject a person to segregation or disparate treatment;
- D. Restrict a person's access to any benefit enjoyed by others in connection with the public housing program;
- E. Deny a person access to the same level of services;
- F. Deny a person the opportunity to participate in a planning or advisory group which is an integral part of the public housing program; or
- G. Treat a person differently in determining eligibility or other requirements for admission.

MPHA will not deny admission based upon a particular status or category of otherwise eligible applicants (e.g., families with children born to unmarried parents or families whose head or spouse is a student.) Each applicant will be treated on an individual basis in the normal processing routine.

MPHA will seek to identify and eliminate situations or procedures which create a barrier to equal housing opportunity for all. In accordance with Section 504, MPHA will make such physical or procedural changes as will reasonably accommodate people with disabilities.

MPHA records with respect to applicants for admission to any low-income housing assistance under the United States Housing Act of 1937, as amended, will state on each application the date and time of

receipt; MPHA's determination as to eligibility or non-eligibility of the applicant; the appropriate unit size, the preference rating, if any, and the date, location, identification, and circumstances of each vacancy offered and accepted or rejected.

Complaints of discrimination may be filed with the Minneapolis Public Housing Authority, 1001 Washington Avenue North, Minneapolis, MN 55401, Attention: Executive Director; the Civil Rights Department, Room 239 City Hall, Minneapolis, MN 55402; the Minnesota Department of Human Rights, Army Corps of Engineers Center, 190 East 5<sup>th</sup> Street, Suite 700, St. Paul, MN 55101; or the U.S. Department of Housing and Urban Development, Minnesota State Office, 220 South Second Street, Minneapolis, MN 55401.

The filing of a complaint with MPHA does not prevent the subsequent filing of complaint with the Minneapolis Civil Rights Department, the Minnesota Department of Human Rights, or the U.S. Department of Housing and Urban Development.

2. **ELIGIBILITY:** It is MPHA's policy to admit only eligible and qualified applicants.

"Eligibility" is a term having a specific meaning under the Housing Act of 1937. Being eligible, however, is not an entitlement to housing. In addition, every applicant must meet MPHA's Tenant selection Criteria, established in accordance with 24 CFR Part 960.

In order to be eligible a family must meet five tests. The Applicant Family Shall:

- A. qualify as a "Family" as defined in Part I; the Head of Household must be at least 18 years of age or be an emancipated minor.
- B. have an Annual Income (as defined in part I) at or below program guidelines listed in Appendix A;
- C. for each family member who is at least six years of age provide a Social Security Number or the head of household must sign a document certifying that the family member has no number;
- D. be a U.S. Citizen or National or have eligible noncitizen status(as defined in part I); and
- E. have each member of the applicant family who is 18 years or older sign consent authorization documents and release of information forms.

3. **TENANT SELECTION CRITERIA:** It is MPHA's policy that all applicants shall be screened in accordance with HUD's regulations (24 CFR Part 960) and sound management practices.

- A. Information to be considered in completing tenant screening will be reasonably related to assessing the conduct of the applicant and other family members listed on the application, in present and prior housing. The history of applicant's conduct must demonstrate capability of compliance with the terms of the MPHA lease, with or without assistance. The applicant shall at the time of admission that the applicant family is not likely to:
  - 1) Interfere with other residents, neighbors or MPHA staff in such a manner which may adversely affect their peaceful enjoyment of the premises, or their health, safety, or welfare;
  - 2) Adversely affect the physical environment or financial stability of the project;
  - 3) Violate the terms and conditions of the lease; or

- 4) Require services resulting in an alteration to the fundamental nature of MPHA's program.

Applicant ability and willingness to comply with the above requirements in current and former housing will be verified and documented in accordance with this policy. Refer to Part III Verifications.

B. A record of any of the following may be sufficient cause for MPHA to deny qualification and admission to the Applicant Family:

- 1) Failure to pay rightful financial obligations, especially rent and utilities;
- 2) Disturbance of neighbors or MPHA staff, destruction of property, or living habits or housekeeping habits at prior residences, that may adversely affect the health safety or welfare of other tenants, or neighbors;
- 3) Involvement in any criminal activity, other activity or a history of criminal acts including drug-related criminal activity, which MPHA determines may adversely affect the health, safety, or welfare of other tenants, neighbors, or MPHA staff, contractors or subcontractors;
- 4) Illegal use or pattern of use of a drug or controlled substance and abuse or pattern of abuse of alcohol which MPHA determines may interfere with the health, safety or the right to peaceful enjoyment of the premises by other residents, neighbors or MPHA staff;
- 5) Current or past involvement in drug-related criminal activity. MPHA is a Drug Free Zone. Refer to definition in Part I;
- 6) Fraud in connection with any Federal housing assistance program;
- 7) Eviction from housing or termination from residential programs (taking into account the date and circumstances);
- 8) Eviction from assisted housing within three years of the time the application is being processed for any drug related criminal activity involving personal use or possession;
- 9) Eviction from assisted housing within five years of the time the application is being processed for any drug related criminal activity involving the illegal manufacture, sale, distribution or possession with intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
- 10) Any material misrepresentation relevant to the application process discovered at any time prior to signing the lease;
- 11) Failure to cooperate with MPHA in completing the application process;
- 12) Failure to provide written accurate, current, objective and verifiable information regarding income, assets, family composition, childcare, alcohol abuse, illegal drug use or criminal activity;
- 13) Failure to supply requested documents or fingerprints as required by the application process;
- 14) Any conviction for manufacturing or producing methamphetamine (speed) on the premises of any federally assisted housing, shall be cause for a lifetime denial ;

- 15) Lifetime registration under a state sex offender registration program shall be cause for a lifetime denial; or
- 16) Threatening, abusive or violent conduct towards an MPHA employee, applicant or resident.
- 17) Except for numbers 14 and 15, an arrest or conviction is not required.
- 18) Being trespassed from any MPHA property.

C. Other conditions for qualification for admission:

- 1) Former MPHA resident whose lease was terminated for cause and/or nonpayment of rent by MPHA shall establish for at least THREE (3) years from the date of the move out that the applicant was not involved in any activity that was a factor in or the reason for the lease termination.
- 2) All applicants shall provide at least 36 months of their most recent consecutive residential history. This requirement may be waived upon a showing by the applicant that the failure to provide such history is through no fault of the applicant. Residential history may include but is not limited to: independent living; rental or ownership; shared residency; institutionalization group living; emergency shelters; transitional housing; and /or living with a guardian.
- 3) Prior to admission, former MPHA tenants must pay all sums owed to MPHA. A Formal Repayment Agreement may be signed between tenant and MPHA during the application process. However, the sum owed must be paid in full before the applicant may be approved for admission.
- 4) Applicants whose names appear on HUD's Statewide Clearinghouse List must provide to MPHA written proof from the PHA appearing on the list that they have paid all sums owed to the PHA or have made payment arrangements which are satisfactory with the PHA, before the applicant may be approved for admission.
- 5) Applicants whose initial NCIC report indicates a criminal history shall submit to MPHA fingerprinting. These applicants will also be given a copy of their drug and non public criminal records and time to contest the accuracy of those records.

D. In the event of the receipt of unfavorable information with respect to an applicant, consideration will 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, such as:

- 1) Successful completion of a drug or alcohol rehabilitation program approved by MPHA as evidenced by a time period of not less than six months of successful residential history after rehabilitation.
- 2) Evidence of the applicant family's participation in or willingness to participate in social service or other appropriate counseling services and the availability of such services.
- 3) Evidence of successful modification of previous disqualifying behavior.

#### 4. QUALIFIED AND UNQUALIFIED APPLICANTS

- A. Verified information (see Part III) will be analyzed and a determination made by staff with respect to:
- 1) Eligibility of the applicant as a family;
  - 2) Eligibility of the applicant with respect to income limits for admission;
  - 3) Eligibility of the applicant and family members who are at least six years of age with respect to documenting Social Security Numbers;
  - 4) Qualification of the applicant with respect to the Tenant selection Criteria; and
  - 5) Eligibility as a U.S. Citizen or having eligible noncitizen status.
- B. MPHA shall notify applicants within a reasonable time, who are qualified in terms of both eligibility and Tenant Selection Criteria and shall give an estimate of time as to when a unit may be offered.
- C. MPHA shall notify applicants who are determined to be unqualified in writing. Notification will include the basis for the determination.
- 1) Applicants determined to be unqualified because they do not meet the screening criteria will be notified of their right to request an informal hearing before a Hearing Panel to contest the denial determination. The request must be submitted in writing within 10 days of the date of the denial letter. The request should be addressed to the Leasing and Occupancy Office of MPHA at 1001 Washington Ave N; Attention: Manager of Leasing and Occupancy. If the applicant does not timely request a hearing, the applicant waives the right to an informal hearing and further judicial review.
- D. INFORMAL HEARING: An applicant who was denied housing may ask for an informal hearing.
- 1) A hearing panel of two MPHA residents and an uninvolved staff member will conduct the hearing.
  - 2) The applicant has a right to:
    - a) have counsel or other representative at applicant's expense;
    - b) give evidence and oral argument;
    - c) refute MPHA' evidence;
    - d) question witnesses; and
    - e) the opportunity to look at MPHA's applicant file and request a copy of file documents at their expense.
  - 3) The panel will decide the case on the facts presented at the hearing.
  - 4) MPHA will notify the applicant with ten (10) working days of the hearing panel's decision.
  - 5) If the applicant does not attend the scheduled hearing, the MPHA may decide that the applicant has waived the right to a hearing.
  - 6) The MPHA is not bound by a hearing decision that is contrary to HUD regulations or requirements or is contrary to federal, state or local law, ordinance or the

requirements of the annual contributions contract between HUD and MPHA.

In such cases, MPHA's Executive Director will review the matter. Within thirty (30) days MPHA will notify the applicant that the hearing decision is a violation of HUD regulations or requirements, or is contrary to federal, state or local law or ordinance, or the requirements of the annual contributions contract between HUD.

- 7) If the applicant does not like the hearing panel or Executive Director's decision, applicant may ask for judicial review as the law provides.
- 8) If an applicant presents a request for reasonable accommodation at the informal hearing, the hearing will be rescheduled until MPHA responds to the request.

E. REQUEST FOR A REASONABLE ACCOMMODATION:

An applicant with a disability may ask for a reasonable accommodation to help them with the application process or to follow the lease. With or without a reasonable accommodation, the applicant shall complete the application process, meet eligibility criteria and shall follow the lease. Applicant shall give a request for a reasonable accommodation to the Manager of Leasing and Occupancy and not to a hearing panel. MPHA will respond to the request within thirty (30) days from the Manager of Leasing and Occupancy's receipt of the written request for reasonable accommodation. MPHA will inform the applicant of an approval, denial or an ongoing investigation.

- 1) MPHA will notify the applicant of the decision regarding the request for the reasonable accommodation.
- 2) If the applicant is dissatisfied with MPHA's decision, the applicant may ask for a grievance hearing. A grievance is any dispute that an applicant may have because MPHA did not grant the reasonable accommodation request.
- 3) The applicant may ask in writing for a grievance hearing within ten (10) working days after MPHA gives or mails the decision to the applicant. If the applicant does not timely request a grievance hearing the applicant waives all rights to a grievance hearing and further judicial review.
- 4) The written request for a grievance hearing shall state:
  - a) the reason for the grievance;
  - b) the action requested;
  - c) applicant's name, address, and telephone; and
  - d) the name, address and telephone of applicant's representative.
- 5) The grievance hearing will be conducted as provided in Part II  
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5. TAKING APPLICATIONS: MPHA at it's discretion will determine when and where to accept applications. When opening the waiting list after being closed for a period of time, MPHA will follow all applicable Laws and Regulations.
6. SERVICES TO NON-ENGLISH SPEAKING APPLICANTS: MPHA will endeavor to have bilingual staff or access to people who speak languages other than English.

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## PART III

### VERIFICATIONS

1. Prior to admission of each family as a tenant, MPHA will obtain a written application signed by the head of the family, co-head of such family, and any additional adult members of the family, which will set forth in adequate detail all data and information to enable MPHA to determine: 1) eligibility and qualification, 2) rent, 3) size of dwelling unit, and 4) preference factors. Applicants must furnish proof of any of their statements as required by MPHA and will be responsible for providing verification. MPHA will require third party verification of changes in family composition.
2. As a condition of admission to and continued occupancy in any assisted unit under the Public Housing Program, MPHA must require the Family Head and other adult family members, to execute a HUD approved release and consent form authorizing any depository, private source of income or any Federal, State or Local agency, to furnish or release to MPHA and HUD such information as MPHA or HUD determines to be necessary.
3. All adult members of the household and applicant family must sign appropriate releases at the application interview so that MPHA may obtain verification necessary for certification. Refusal to sign releases will cause the application to be denied or the lease to be terminated. Written inquiries (releases) will include a statement of the purpose of the inquiry and the release statement signed by the applicant.
4. All income, assets, and each applicable deduction, allowance or exemption will be verified at the time of admission and at each subsequent reexamination. 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 cannot be obtained, MPHA will document the reason why another method was used. (United States Treasury checks will not be photocopied.)
5. Sources of information may include, but are not limited to, the applicant (by means of interviews or home visits, or statements), landlords, employers, family social workers, parole officers, court records, drug treatment centers, clinics, physicians or police departments, where warranted by the particular circumstances.
6. For those claiming a disability status, as defined in Section 223 of the Social Security Act section 102 (7) or the Developmental Disabilities Assistance and Bill of Rights Act, but not receiving Social Security benefits, a Medical Doctor will complete a medical certification of disability.. The receipt of veterans' benefits for disability does not automatically establish disability status for allowable deductions.
7. The following statements will also be verified and documented in the tenant file:
  - A. Age of family members, or student status when necessary to support claimed deductions.
  - B. Local preference status.

- C. Non-economic selection criteria. (See Part II REQUIREMENTS FOR ADMISSION.)
8. All verifications will be obtained within no more than 90 days of initial lease date and of reexamination effective date to ensure that current and accurate data are being used in calculating rents, eligibility and qualification.
  9. All changes reported in income which affect rent between admission and reexamination will be verified in accordance with provisions 3,4,5,6 &7 above.
  10. When an applicant or tenant 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, TANF, welfare, unemployment compensation, child support, etc.) the absence of such income will be verified by MPHA.
  11. Failure to provide written accurate, current, objective and verifiable information regarding income, assets, family composition, childcare, alcohol abuse, illegal drug use or criminal activity;

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## PART IV

### PREFERENCES

MPHA has adopted local preferences, which apply to applicants who are otherwise eligible for admission at the time they are applying for assistance. All applicants will be notified by MPHA regarding the tenant selection preferences and given an opportunity to show that they qualify.

Local Preferences will be verified during the application process and are as follows:

1. The applicant head of household is at least 62 years old or disabled.
2. The applicant head of household is age 50-61 (highrise applicants only).
3. The applicant has been displaced, the applicant is living in substandard housing or the applicant is paying more than 50% of their income for rent.
4. The applicant is actively participating in a social services program designed to promote progressive economic self-sufficiency, or the applicant is a full time student.
5. The applicant is a resident of or working in Minneapolis.
6. The applicant is a U.S. Veteran as defined in Part I.

Once MPHA has verified an applicant's qualification for a preference, MPHA will not require the applicant to provide information to verify such qualification again unless:

1. MPHA determines re-verification is desirable because six (6) months has passed since verification; or
2. MPHA has reasonable grounds to believe that the applicant no longer qualifies for a preference.
3. No applicant is to be denied a preference for which the family
4. Otherwise qualifies, on the basis of the applicant already resides in assisted housing; for example, the actual condition of the housing unit must be considered, or the possibility of involuntary displacement resulting from domestic violence must be evaluated.

If an applicant was evicted for drug-related criminal activity MPHA will not give a preference to that applicant or applicant family. Nor will the applicant family receive preference, if any member of the applicant family is a person who was evicted during the last three (3) years because of drug-related criminal activity from housing assisted under a 1937 Housing Act Program.

Notice and Opportunity for a Meeting Where Preference is Denied:

1. If MPHA determines that an applicant does not qualify for a preference claimed by that applicant, MPHA must promptly give the applicant written notice of the determination. The notice must contain a brief statement of the reasons for the determination, and state that the applicant has the right to meet with an MPHA representative to review the determination. The applicant must request the meeting in writing within ten days from the date of the notice. The meeting may be conducted by any person or persons designated by MPHA, who may be an officer or employee of MPHA, including the person who made or reviewed the determination or a subordinate employee.
2. The applicant may exercise other rights if the applicant believes that he or she has been discriminated against on the basis of race, color, creed, religion, national origin, disability, or ancestry, familial status, sex, sexual preference, status with regard to public assistance, marital status, age, political or other affiliation.

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## PART V

### TENANT SELECTION AND ASSIGNMENT PLAN

1. **INTRODUCTION:** Public housing tenants are to be selected impartially in accordance with applicable Federal and State laws and policies set forth by MPHA.

In accordance with HUD requirements, MPHA must equate the needs of an eligible applicant with the needs of the community for a financially and socially sound housing program, and within the limits of Title VI of the Civil Rights Act of 1964, specific selections will be made according to the date eligibility is established.

2. **NONDISCRIMINATION:** MPHA will not discriminate against any applicant because of race, color, creed, religion, national origin or ancestry, familial status, sex, sexual orientation, status with regard to public assistance status, marital status, disability, age, political or other affiliation provided such applicants are otherwise eligible for admission. Conversely, no preference will be shown any applicant because of political affiliation or his or her acquaintance with any public official at the Federal, State or Local level. In accordance with HUD requirements, MPHA will equate the needs of an eligible applicant with the needs of the community for a financially and socially sound housing program, and within the limits of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Federal Fair Housing Amendment's Act, Executive Order 11063 on Equal Opportunity in Housing and the implementing regulations at 24 CFR Part 107, Age Discrimination Act of 1975 and implementing regulations at 24 CFR Part 164, and Americans with Disabilities Act to the extent applicable.

Complaints of discrimination may be filed with the Minneapolis Public Housing Authority, 1001 Washington Avenue North, Minneapolis, MN 55401, Attention: Executive Director; or with the Minneapolis Civil Rights Department, Room 239 City Hall, Minneapolis, MN 55402; the Minnesota Department of Human Rights, Army Corps of Engineers Center 190 East 5th Street Suite 700 St. Paul, MN 55101; or the U.S. Department of Housing and Urban Development, Area office, 220 South Second Street, Minneapolis, MN 55401

The filing of a complaint with the Minneapolis Public Housing Authority will not prevent the subsequent filing of a complaint with the Minneapolis Civil Rights Department, the Minnesota Department of Human Rights, or the U.S. Department of Housing and Urban Development. MPHA will not retaliate against a person who claims discrimination.

3. **TENANT SELECTION:** Each eligible applicant will be assigned to an appropriate applicant waiting list on a citywide basis, based on date and time of application and applicable preferences as outlined in Part IV.

MPHA will maintain two separate waiting lists for highrise units: The first waiting list is for elderly and near-elderly applicants who wish to be considered for admission to senior designated buildings, the second waiting list is for all applicants eligible for highrise General Occupancy buildings.

MPHA will maintain one waiting list for family units, organized by bedroom size.

Applicants on the family waiting list who are withdrawn for “no response” after two separate MPHA documented inquiries, will not be reinstated after having been withdrawn for a period of one year.

Applicants on the highrise waiting lists who are withdrawn for no response will not be reinstated after having been withdrawn for a period of six months.

4. **INCOME TARGETING:** At least 40 percent of families admitted to MPHA’s public housing units will have incomes at or below 30 percent of the area median.
  
5. **DECONCENTRATION OF POVERTY UNIT OFFERING:** MPHA will strive to house higher income families in lower income communities and lower income families in higher income communities as required by 24 CFR 903. The buildings are exempt from the deconcentration plan:
  - A. Buildings designated for seniors
  - B. Units in mixed income developments

MPHA developments not exempted will be divided into three groups based on the average tenant income. The Established Income Range are those developments where the average tenant income is between 85% and 115% of the MPHA-wide average tenant income or below 30% of the area median. The top income group will be those developments where the average is above 115% of the MPHA area-wide average tenant income. And the bottom will be those developments where average tenant income of below 85% of the MPHA area-wide average tenant income. Where applicable in family units, the average tenant income will be measured based on bedroom size.

A. Family Units:

If the first offer is based on the deconcentration policy and the unit is declined, the applicant will be offered a second unit when there is one available. If the approved applicant does not accept vacant unit offered, that applicant will be placed on the waiting list without any local preferences for a period of six months. If the initial offer is not based on the deconcentration policy and the applicant declines the unit, the applicant will be placed back on the waiting list without any local preferences for a period of six months. After six months the preferences will be reinstated.

If an applicant then refuses the next unit offered, they will be removed from the active applicant list. The applicant will then be required to reapply as a new applicant when the application process is open for family housing.

Applicants whose utility accounts are not current may not be offered a unit until such time as verification is provided that the utility accounts are current. The applicant must view the unit prior to acceptance.

B. Highrise Units:

Senior designated buildings, assisted living program buildings and units involved in other special programs within General Occupancy buildings including handicap accessible units, will be excluded from the deconcentration efforts. Units in the above mentioned programs will be offered based on vacate date and the applicants suitability for the program or unit, with the unit which has been vacant the longest offered first.

General Occupancy highrise units will be offered to approved general occupancy applicants in a manner that will promote MPHA’s goal for deconcentration. Approved applicants with an

income above the Established Income Range will be offered a unit in a development where the average income is below the Established Income Range and visa versa. If the approved applicant refuses the first offer, which is based on the deconcentration goals, they will be offered a unit based on the vacancy rate. General Occupancy highrises which contain vacancies will be divided into three approximately equal groupings (excluding buildings with no vacancies) on a monthly basis: 1) those containing the largest number of vacancies, 2) those containing medium number of vacancies and 3) those containing the fewest number of vacancies. The second offer will be in a building in the group with the highest vacancy rate. The third offer will be made from the group containing the medium number of vacancies and the final offer will be made from the group of buildings with the lowest vacancy rate.

General Occupancy applicants will be offered a maximum of four units at which time their name will be removed from the waiting list.

- C. If any applicant presents evidence that the acceptance of the unit offered will result in hardship not related to considerations of race, religion, sex, or national origin, then refusal of the offer(s) will not be considered a refusal and the applicant will retain his or her place on the waiting list. A hardship must be requested in writing and directed to the Manager of Leasing and Occupancy. The following factors will be considered hardships:
- 1) The unit offered is not accessible to the applicant's employment or job training site.
  - 2) The unit offered is not accessible to the site of day care or special education facility for the applicant's child(ren).
  - 3) The unit offered is not accessible to the medical or other support service necessary to the applicant's ability to be lease compliant, where such support service is a) provided by a limited number of agencies, b) does not provide citywide transportation services and the applicant cannot use public transportation services.
- D. After seeing a unit the applicant must notify MPHA of the acceptance or rejection of the unit offered no later than the next working day after the applicant has had the opportunity to see the unit. If the applicant is unable to see the apartment within the prescribed time period, the Leasing & Occupancy Manager or Supervisor may grant additional time based upon reasonable cause. If the applicant does not notify MPHA of a decision to reject or to accept the apartment within the prescribed time period, the offer will be considered to have been rejected. In any event, no applicant will be offered more than four suitable vacancies (two in family, when the first is offered to satisfy the income deconcentration policy) before being placed on the bottom of the waiting list.

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# PART VI

## OCCUPANCY STANDARDS

The following occupancy standards are established to prevent overcrowding and to prevent underutilization of MPHA's housing resources. Consideration of the size, composition of the family, and vacancy concerns of MPHA, will be made when leasing a unit.

1. Families will be assigned to a unit suitable for their needs, as determined from the standards. In assigning unit sizes, disability, ill health and age factors may be considered. However, the scarcity of public housing for large families will also be considered. The Leasing and Occupancy Manager has the discretion to waive the adopted standards to accommodate unusual circumstances.
2. The minimum and maximum occupancy limits for admission and continued occupancy for each size and type of apartment will be in accordance with the following schedule:

<u>Unit Size</u>	<u>Number of Persons</u>	
	<u>Minimum</u>	<u>Maximum</u>
0 Bedroom	1 Person	2 Person
1 Bedroom	1 Person	2 Persons
2 Bedroom	2 Persons	4 Persons
3 Bedroom	3 Persons	6 Persons
4 Bedroom	5 Persons	8 Persons
5-6 Bedroom	8 or more Persons	

3. Family units are for exclusive use by adults with dependents. If a household no longer has a dependent, remaining adults or household members will be transferred to a highrise unit.
4. No one will be added to the lease in a highrise unit where it will cause the family to be underhoused.

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## PART VII

### RENT COMPUTATION AND SECURITY DEPOSIT

MPHA may request income information from a Tenant at anytime. Tenant must provide timely written, accurate, current, objective and verifiable information.

1. **TOTAL TENANT PAYMENT:** At admission and each year in preparation for their annual reexamination, each family is given the choice of having their rent determined under the income method or having their rent set at the flat rent amount.

A FLAT RENT

- 1) Families who opt for the flat rent will be required to go through the reexamination process every three years, rather than the annual review that would normally be required.
- 2) Families who opt for the flat rent may request to have a reexamination and return to the income based method at any time for any of the following reasons:
  - a) The family's income has decreased
  - b) The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
  - c) Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.

B. INCOME BASED RENT:

The total tenant payment is equal to the highest of:

- 1) Thirty percent of monthly Adjusted Income (refer to definition in Part I), rounded to the nearest dollar;
- 2) Ten percent of monthly Annual Income (refer to definition in Part I), rounded to the nearest dollar;
- 3) If the family is receiving payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs, the portion of those payments which is so designated. If the Family Welfare Assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph will be the amount resulting from one application of the percentage;
- 4) Twenty percent of monthly Adjusted Income (Refer to definition in Part I) rounded to

the nearest dollar, for Studio units (zero bedroom units) at 1710 Plymouth Avenue North;

5) A minimum rent of 50.00

a) The MPHA has set the minimum rent at \$50.00. If the tenant requests a hardship exemption, however, the MPHA will suspend the minimum rent beginning the month following the family's request until the MPHA can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature. A hardship exists when the Tenant Family is unable to pay minimum rent because:

1) The Tenant Family has lost eligibility for or is waiting for an eligibility determination for a Federal, State or local assistance program, including a family that includes a member whose is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;

2) The Tenant Family would be evicted because it is unable to pay the minimum rent.

3) The income of the Tenant Family has decreased because of changed circumstances, including loss of employment.

4) A death has occurred in the Tenant Family.

b) If the MPHA determines that there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension. The tenant shall pay the reinstated and back rent when billed.

c) A temporary Hardship exists when the inability to pay minimum rent is due to a qualifying hardship that lasts for 90 days or less. If the MPHA determines that the hardship is temporary, the minimum rent will not be imposed for a period of 90 days from the beginning of the suspension of the minimum rent. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The MPHA will offer a 12 month repayment agreement. If the Tenant does not sign a repayment agreement of up to 12 months, or make full payment, MPHA will take action to terminate. During the 90 day period beginning the month following the month of the Tenant Family's request for a hardship, MPHA will not evict the family for nonpayment of the amount of minimum rent owed for the suspension period.

d) A long term hardship exists when the inability to pay minimum rent is due to a qualifying hardship that lasts for over 90 days. If the MPHA determines the hardship is long-term hardship, the family will be exempt from the minimum rent requirement, beginning the month following the month of the Tenant Family's request until the hardship no longer exists.

e) In determining whether a resident qualifies for a hardship, MPHA may request and review any relevant documentation including but not limited to :

Income Verifications  
Bank Statements  
State Wage File Information  
Credit Report  
Employment Records  
Government Assistance  
Proof of the Death of a Tenant Family Member.  
History of Reporting of Income Increases

f) MPHA may deny an hardship exemption from payin minimum rent if MPHA determines that:

- 1) the Tenant Family has or is receiving non-essential good or services including but not limited to cable or satellite TV, internet services, a motor vehicle, pager, or more than a basic phone service.
- 2) the Tenant Family does not accurately and completely complete the documents requested by MPHA to determine if there is a qualifying hardship.
- 3) the Tenant Family who it is determined during this process has not disclosed all of its current or past income to MPHA.
- 4) the Tenant Family's loss of income is voluntary or due to misconduct.
- 5) the Tenant Family's loss of eligibility of any assistance program is due to the Family's failure to comply with the requirements of that program.

g) The Tenant Family may use the grievance procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

h) Prior to filing an Unlawful Detainer action for failure to pay minimum rent, the Executive Director or Deputy Executive Director shall personally review the file and determine if the family is entitled to a hardship exemption or if any other remedial action should be taken on behalf of the family.

## 2. TENANT PAYMENT (RENT)

A. All highrise apartments are rented with all utilities (except telephone and cable service) included. The Total Tenant Payment is the amount the tenant pays for rent.

B. Family tenants are required to pay their own electricity and gas. A Utility Allowance is established based on average consumption of utilities in similar unit sizes and types. The most current allowance schedule is attached as Appendix "B." The appropriate utility allowance will be subtracted from the Total Tenant Payment. The remaining amount is the Tenant Rent.

3. In highrises where all utilities are provided to the tenant, tenants using certain appliances such as freezers or air conditioners, will be assessed a charge for excess utility consumption. See Appendix "C" for a Schedule of Excess Utilities Charged.

4. Where a tenant pays his or her own utility costs, and the Total Tenant Payment is less than the utility allowance for the unit, the tenant is entitled to a utility credit equal to the difference between the utility allowance and the Total Tenant Payment. This credit may be sent directly to either utility supplier on the tenant's behalf.

5. SECURITY DEPOSITS: Coincident with the signing of a lease for initial occupancy tenants will be required to pay a security deposit in the amount stated in Appendix I. Tenants who paid a deposit prior to the imposition of the current security deposit amount, will not be required to pay the difference in the current deposit amount and the amount they paid at the time of move in. At the discretion of MPHA, tenants may be permitted to pay the security deposits in installments not to exceed three months. The security deposit will be held by MPHA until the termination of the lease and vacation by the tenants. Upon such termination and vacation it will be returned to the tenant, with interest, in accordance with State Law if :

a) there is no unpaid rent or other charges for which the tenant is liable,

- b) the apartment and all equipment therein is left clean, and all trash and debris have been removed,
- c) there is no breakage or damage which is not due to normal wear and use,
- d) there is no equipment missing, and
- e) the keys to the dwelling are surrendered to MPHA.

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## PART VIII

### ADDITIONAL CHARGES

1. **PET DEPOSIT:** With prior written approval of MPHA and payment of an additional security deposit of \$75 for pet ownership in units without carpet and \$150.00 in units with carpet, common household pets are permitted in the Project(s) identified in Appendix "D." The pet deposit will be held by MPHA until the tenant moves out or no longer keeps a pet in the dwelling unit. The deposit will be fully refunded, with interest according to State Law, provided no pet related damage has been done to the premises. (See Appendix "D" for the Pet Policy). Pet deposits may be paid in three installments.
2. **EXCESS UTILITY CONSUMPTION:** Where the utilities are included in the rent, MPHA will charge each tenant for utility usage in excess of necessary amounts. These charges will be determined by a Schedule of Charges for Excess Utilities (see Appendix "C"). (See Part VII - 3)
3. **SALES AND SERVICE CHARGE:** MPHA will charge the tenant for any damage to a dwelling unit, its appurtenances, appliances, and/or grounds which are beyond normal wear and tear, or are due to abuse or neglect by the tenant or the tenant's guest(s). MPHA will also charge the tenant for failure to recycle (scattered sites and Glendale only), for lock out service and holdover fees for delaying vacate of the unit during a transfer. (See Appendix "C" for a current Schedule of Charges.)

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## PART IX

### TENANT TRANSFER

1. Eight types of tenant transfers from one MPHA dwelling unit to another MPHA dwelling unit or from one MPHA program to another will be allowed. Request for transfer must be submitted in writing to the Property Manager. Transfers are prioritized in the following order (The Leasing and Occupancy Manager at his or her discretion can make exceptions to the priorities.):
  - A. **Emergency:** Transfers necessitated because a tenant is or is about to be without housing through no fault of their own, their family or their guests due to a natural disaster (fire, flood) or an exceptionally hazardous substandard condition which endangers health or safety of the tenant family. A tenant who provides information on criminal activities to a law enforcement agency and based on a threat assessment the law enforcement agency recommends rehousing the family to avoid or minimize the risk of reprisal for providing such information. One suitable unit will be offered. If the unit is refused, the emergency transfer will be denied. If the tenant refuses an emergency transfer and in the sole judgment of MPHA a hazardous situation exists, the management may terminate the lease.
  - B. **Modernization/Demolition:** These transfers are initiated by MPHA if management determines that the unit requires substantial repairs or is scheduled for modernization or demolition. Two suitable offers will be made; if both offers are refused, the management may terminate the lease.
  - C. **Reasonable Accommodation:** When MPHA determines that a transfer is appropriate as a reasonable accommodation to a person with a disability. MPHA will offer two suitable units to the tenant. If the units are refused and MPHA determines that the refusal is not due to the disability, the transfer will be canceled.
  - D. **Reasonable Accommodation Handicapped accessible unit:** Accessible units will be offered to current residents who would need the accessibility features as a reasonable accommodation. Two suitable units will be offered; if the units are refused, the transfer will be canceled. A person who is living in an accessible unit or a unit with special adaptations, who does not need the amenities will be required to move if there is an eligible family waiting for that unit. Two suitable offers will be made. If both offers are refused, the manager may propose lease termination.
  - E. **Medical Convenience :** This is a transfer due to a medical reason which does not rise to the level of a reasonable accommodation. This transfer is done at the discretion of MPHA. A doctor must verify the medical need for a transfer and iOne suitable unit will be offered, if the unit is refused, the medical transfer will be denied
  - F. **Occupancy:** Transfers required because at the time of the annual reexamination family size is determined to be stable at less than the minimum or more than the maximum number of persons authorized for that unit as described in Part VI of the "Statement of Policies." Families who are underhoused by one bedroom size will have the option of staying in their unit if

management determines that it will not cause undue wear and tear. No one will be added to the lease in a highrise unit where it would cause the family to be under housed. Families who are overhoused and have been told they will need to transfer to a smaller unit shall not be allowed to add any additional persons to the lease except for a child by birth or adoption. Occupancy Transfers will be prioritized as follows:

- 1) Tenants whose family composition is less than the minimum number allowed in the present bedroom size. Priority will be given to families over housed by two or more bedrooms.
- 2) Tenants whose family composition is more than the maximum number allowed in the present bedroom size. Priority will be given to families underhoused by two or more bedrooms.

If two suitable offers of a unit of the correct size are refused, the tenant will be subject to lease termination in accordance with the lease and grievance procedure. All transfers will be made on the basis of unit availability.

- G. **Senior Designated:** Transfer from buildings designated "general occupancy" to a senior designated building or transfers from a senior designated to a "general occupancy" building will be done according to initial lease date with MPHA. If an offer is refused the tenant's name will go to the bottom of the waiting list. When their name again comes to the top of the list and they refuse the second offer their name will be dropped from the list.
- H. **Management Transfer:** The following types of transfers are for residents who are lease compliant and have been living in MPHA housing for three consecutive years. They will not be done if occupancy is less than 98%.
- 1) Management: Transfers deemed by the manager to be necessary for the continued satisfaction of a resident. The two property managers involved (the manager initiating the transfer and the manager receiving the person to be transferred) must approve the transfer.
  - 2) Efficiency to One Bedroom: A tenant residing in an efficiency apartment may request a transfer to a one bedroom unit in a highrise building. Transfers will be permitted within the same building only.
  - 3) General Information: Reassignment or transfers to other dwelling units will be nondiscriminatory to protected classes as listed in Part V, 2.
- A. MPHA Section 8 Vouchers will be used when appropriate to expedite needed transfers.
- B. A family transferring from one MPHA low-rent public housing unit to another will not be subject to a reexamination of family size and income and redetermination of Total Tenant Payment unless the reexamination schedule for the project to which the family is transferring would cause an excess of 12 months to elapse, between the family's regular reexamination.
- A tenant family that is transferred from one MPHA program to another will undergo an examination of family size and income and the TOTAL TENANT PAYMENT will be redetermined. The tenant family transferring to public housing from the Section 8 Program will also be subject to screening procedures outlined in Part II.
- C. Tenants making transfers will be informed that the units they vacate must be left-clean and undamaged. The tenant will be charged for cleaning and repair of the unit. An inspection will be done on the tenant's present unit prior to approval of a transfer request. Transfers will not be approved where the tenant has caused damage to their present unit due to negligence or abuse. In addition, management will consider lease termination based on the damage due to

negligence or abuse. Any extraordinary cleaning or repair work performed by MPHA maintenance staff will be charged to the tenant.

- D. If the tenant will be responsible for payment of utilities at the unit to which he or she is transferring, the transfer will not be made until the tenant provides verification that his or her utility accounts are currently paid or that acceptable arrangements have been made with the utility company such that the tenant can receive service at the new address in the tenant's own name.
- E. Tenants who do not vacate the unit they are transferring from, within three days (except for transfers to senior designated units), will be charged a holdover fee of \$5.00 per day, in highrise units and \$20.00 per day for family units.

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# PART X

## LEASING

1. Prior to admission, a lease will be signed and dated by the head of the household and all adult members; and by MPHA. The head of the household is the person who assumes legal responsibility for the household.
2. The lease is to be current at all times and must be compatible with MPHA Policies, Federal Regulations, and State and local laws and ordinances.
3. When the rent amount changes, a Lease Addendum will be issued to amend the dwelling lease. This procedure provides formal acknowledgment of the rent change. A copy will be included in the tenant file and one copy sent to the tenant.
4. Schedules of special charges for services, repairs and utilities, and rules and regulations which are required to be incorporated in the lease by reference will be publicly posted in a conspicuous manner in the project office and will be furnished to applicants and tenants on request. Such schedules, rules and regulations may be modified from time to time, provided that at least thirty days written notice is given to each affected tenant setting forth the proposed modification, the reasons for each change, and providing the tenant an opportunity to present written comments which will be taken into consideration prior to the proposed modifications becoming effective. A copy of such notice will be:
  - A. Delivered directly or mailed to each tenant; or
  - B. Posted in at least three conspicuous places within each project in which the affected dwelling units are located, as well as in a conspicuous place at the project office, if any, or if none, a similar central business location within the project.
5. If at any time during the life of the lease agreement a change in the tenant's status results in the need for changing or amending any provision of the lease, or if MPHA desires to waive any provisions with respect to the tenant, either a) the existing lease is to be canceled and a new lease agreement executed, or b) an appropriate addendum is to be prepared and made a part of the existing lease. All copies of such addenda, except rent change notices or insertions, are to be dated and signed or initialed by both parties.
6. If, through any cause, the head of household ceases to be a member of the tenant family, the lease is to be voided and a new lease agreement executed and signed by the new family head of household and co-head of household provided the family is eligible for continued occupancy. Remaining family members who were not signatory to the lease will be subject to eligibility requirements and will be screened according to admission criteria contained in Part II.
7. If a tenant family transfers to a different dwelling, the existing lease is to be voided and a new lease executed.
8. Tenants may not receive mail at their unit for anyone who is not listed on the lease with the exception of an approved live-in Aide. Serious or repeated violations may result in lease termination.

9. If a tenant wishes to add an additional person to the lease, prior written approval of management is required. No one will be added to a highrise lease where it would cause the family to be underhoused. To add a person to the lease (other than a child by birth or an adopted child), the Tenant must have been lease compliant for at least a year. Families who are overhoused and have been told they will need to transfer to a smaller unit, shall not be allowed to add any additional persons to the lease except for a child by birth or adoption.
  - A. Minor Children: Dependent children will be added to their parent's, grandparent's lease upon verification of parenthood or legal adoption.. If custody is an issue, the parent must provide verification that he or she has physical custody at least 51% of the time. Documentation of permanent physical of at least 51% of custody of other related children will be required.
  - B. Related Foster Children: Documentation is required to prove the legal, and permanent placement of the minor in order to add the child to the lease. When documentation is pending and the child has been in the home for 12 consecutive months MPHA may then determine the family composition to be permanent and add the child to the lease.
  - C. Unrelated Foster Children: Documentation is required to prove the legal and permanent placement of the minor to add the child to the lease. Addition to the lease would only be approved if the addition does not cause the family to be underhoused or if they are already underhoused if it would not cause a change in the size unit needed.
  - D. Where there is a lack of verification of parenthood or legal adoption, or when documentation is unobtainable, the resident shall provide reliable, objective and accurate documentation to assure that the child will be a permanent member of the household. Such documentation may include but is not limited to: Letters of sponsorship, documentation from County Services, birth records, etc.
  - E. Adult: Adult lease add-ons will be subject to the same standards of suitability that MPHA uses for evaluating applicants. Screening will be done in the Leasing office. Lease add-on applicant who is denied admission has the same right to request a grievance hearing as any other applicant. .
  
10. When two or more elderly single persons agree to share a unit, eligibility, qualification, and rent may be determined separately for each and a separate lease executed with each person unless such persons live as a family with income and assets available for joint use; in the latter case, the two individuals will be regarded as a family and the rent and eligibility will be based on the joint incomes and assets.
 

In case of such joint occupancy of an apartment, each lease should provide that the unit is leased to all occupants as tenants-in-common of the entire apartment and that each tenant should have the right to the use and occupancy of the entire apartment in common with his or her co-tenant(s).
  
11. Prior to the signing of a lease with MPHA, the applicant for public housing will be required to attend the Tenant Orientation Briefing. In cases of unusual hardship, the Manager of Leasing and Occupancy or his/ her designee can waive this requirement and permit the applicant to sign a lease before participating in the orientation program. However, an applicant receiving such a waiver, will be required to attend the Tenant Orientation Briefing at a later date.
  
12. **ANIMALS THAT ASSIST PERSONS WITH DISABILITIES:** Animals that are used to assist persons with disabilities are called Service Animals. Service Animals will not, for the purpose of dwelling lease enforcement, constitute a pet. The tenant or perspective tenant must certify in writing that the tenant or a member of his/her household is a person with a disability, and that the animal has been trained to assist persons with that specific disability .The tenant will be required to follow the Pet Policy (Appendix D) with regard to registration and pet control requirements.



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## PART XI

### REEXAMINATION OF TENANT ELIGIBILITY AND RENT ADJUSTMENTS

1. All adult tenants whose rent is based on income, must notify MPHA in writing of all changes in income, sources of income or household composition within five working days of the change.
2. REEXAMINATION OF TENANT ELIGIBILITY STATUS
  - A. As required by law, MPHA must reexamine the status of each tenant family relating to eligibility for continued occupancy, the rent charged and the household composition, once every twelve months or for families paying income based rent, and once every three years for families paying Flat Rents. However, the initial reexamination after their admission for all families will occur according to the schedule for the development in which they reside. At the time of admission or of any regularly scheduled reexamination, MPHA may, at its discretion, fix the time of the next reexamination as of any date within the reexamination period as the family circumstances may dictate.
  - B. MPHA will require a written Application for Continued Occupancy from each family, signed by the Head of Household, Spouse, Co-Head of Household, and any adult member of family which will set forth in adequate detail all data and information necessary to enable MPHA to determine: (a) 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. Public Housing is a "Drug Free Zone" and all tenants must be in compliance to be eligible for continued occupancy (see Part I, #20) All adult members of the household will be required to acknowledge this policy by signature at each annual reexamination.
  - D. Tenants who, at the time of reexamination are deemed ineligible by reason of their failure to meet the requirements for continued occupancy, including the community service requirement (see part XIV), will be notified of such ineligibility and the reason therefore.

Tenants who have applied for continued occupancy and who are deemed to be ineligible for continued occupancy because of any breach of lease clauses will be so advised in writing and their leases terminated pursuant to the terms and conditions of the lease and grievance procedure.
  - E. At the time of reexamination, management will determine whether the family meets the occupancy standards for the unit they occupy. If upon reexamination it is found that the size or composition of a family or household has changed so that the dwelling unit occupied by the family does not meet Occupancy Standards for the family size (see Part VIII), a transfer request will be completed and management will give notice of at least 30 days to the family that the family will be required to move to another unit. (See Part IX regarding Occupancy Transfers.)

- F. If at any time it is found that a tenant has unintentionally misrepresented to management the facts upon which the rent is based, so that the rent charged is less than should have been charged, then the increase in rent will be charged retroactive to the date the change should have been effective. The tenant will be obligated to pay the amount owed as a result of the additional charges or to enter into a Formal Repayment Agreement immediately. If at any time it is found that a tenant has intentionally misrepresented to management the facts upon which the rent is based, so that the rent charged is less than should have been charged, then the increase in rent will be charged retroactive to the date the change should have been effective. The MPHA may enter into a Formal Repayment Plan or terminate the lease for failure to report income, and collect the retroactive rent due to the agency.
- G. If management determines that the tenant has gained admission or remained in occupancy in MPHA's project through the tenant's misrepresentation of income, assets, family composition, or information related to applicant screening criteria, management will notify the tenant that lease termination will be instituted in accordance with the Lease and Grievance Policy. Retroactive rent charges will be billed.
- H. In the event a Formal Repayment Agreement is entered into, the tenant is responsible for completing the repayment of the total amount owed consistent with the terms of the Agreement and within twelve (12) months from the date repayment was initiated. Agreements may exceed 12 months with the written approval of the Director of Property Management, the Assistant Director of Property Management; or the Manager of Leasing and Occupancy. Default in payment under the agreement will cause the entire amount to be due and owing immediately and if not paid, the lease will be terminated .

### 3. RENT ADJUSTMENTS:

- A. Rents will be adjusted at the time of reexamination as shown in Part VII.
- B. Once the rent is established, the rate will remain in effect until the next regular reexamination unless there is a decrease in income, or there is an increase in income such that it would cause rent to increase by \$30.00 or more per month. Adult tenants must report all changes in income, changes in a source of income, or changes in household composition. Any postponed changes will be included at the next interim requested by the tenant due to a loss in income or at the next annual re-exam. No interim rent decrease will be made when the tenant has not cooperated with the annual re-exam. During an interim reexamination, only the information affected by the changes being reported will be reviewed and verified.
  - 1) If any of the following circumstances occur, the rent and income will be reviewed and adjusted in accordance with the Total Tenant Payment Formula, as shown in Part VII.
    - a) Any loss or addition to the tenant's household whether by birth, death, dissolution of marriage or other circumstances.
    - b) Receipt of or discontinuance of receipt of welfare assistance.
    - c) A decrease in income which would lower the rent or payment in accordance with the Total Tenant Payment Formula.
    - d) Transfer of a family from one program to any other program operated by MPHA.
    - e) An increase in income that would cause a rent to increase by \$30.00 or more.

- C. For tenants that work regular seasonal jobs (ie: with the board of education) rent will automatically increase at the end of the off season.
- D. Special Income Review: If it is not feasible to anticipate a level of income over a twelve month period, the income anticipated for a shorter period may be annualized subject to a redetermination at the end of the shorter period.
- E. Tenants or applicants who claim Zero (0) income may be subject to review every 90 days.
- F. In circumstances where tenant income fluctuates and it is not feasible to anticipate income, rent will be computed based on an average of past amounts. This applies to all adults in the household.
- G. In circumstances where a tenant is on a temporary (see definition in Part I) leave from work rent will not be changed, but a credit adjustment will be made, with the approval of the Manager of Leasing and Occupancy.

Tenants are to be notified in writing of any change in rent or payments resulting from an income review in the manner called for in the lease. Increases in rent resulting from interim rent reviews are effective the first of the second month following the date of the actual change in income.

Decreases in rent resulting from interim rent reviews are effective the first of the month following the notice of change in reported income. Except where delays in verification are a direct result of the tenants' lack of cooperation. In such cases rent will decrease the 1st. of the month following the receipt of verification.

4. VERIFICATION OF TENANT'S STATEMENTS AND INCOME: (same as in Part III)

- A. Tenants must furnish proof of any of their statements as required by MPHA to insure accuracy.
- B. All income and assets will be verified by third parties at the time of the reexamination. If third party verification is not possible, W-2 forms, check stubs, checks for payment of: pensions, social security, alimony, etc. (or the certificates awarding such payments) will be viewed and determined to be sufficient. All reasonable steps or investigations to insure accuracy of income and asset determinations will be made and will be documented in the tenant file. Social Security amounts will be determined by adding COLA to the last verified amount.
- C. As a condition of continued occupancy in any assisted unit under the Public Housing Program, MPHA will require the Family Head and other such Family members as it designates to execute a HUD approved release and consent form authorizing any depository or private source of income, or any Federal, State or local agency, to furnish or release to MPHA and to HUD such information as MPHA or HUD determines to be necessary. MPHA also requires the Family to directly submit documentation determined to be necessary. Information or documentation will be determined to be necessary if it is required for purposes of determining or auditing a Family's eligibility to receive housing assistance, for determining the Family's Adjusted Income or Tenant Rent, for verifying related information or for monitoring compliance with equal opportunity requirements. HUD's use or disclosure of information obtained from a Family or from another source pursuant to this release and consent is limited to purposes directly connected with the administration of the Program.
- D. All increases or decreases reported in income which affect rent between admission and reexamination must be verified in accordance with the above provisions.

- E. For those claiming a disability status as defined in the Social Security Act, or in Section 102 (7) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970, but who are not receiving Social Security benefits, a medical certification of disability will be required.

5. RECEIPT OF LETTER OF NOTICE FROM HUD CONCERNING INCOME:

- A. If a tenant family receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the person responsible for income verification within ten (10) days of receipt by the resident.
- B. The Manager of the Leasing and Occupancy Department shall reconcile any difference between the amount reported by the resident and the amount listed in the HUD communication. This shall be done as promptly as possible.
- C. After the reconciliation is complete, the Minneapolis Public Housing Authority shall adjust the resident's rent beginning at the start of the next month unless the reconciliation is completed during the final five (5) days of the month and then the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the resident had not previously reported the proper income, the Minneapolis Public Housing Authority shall do one of the following:
  - 1) Immediately collect the back rent (retroactive rent) due to the agency;
  - 2) Establish a repayment plan for the resident to pay the sum due to the agency;
  - 3) Terminate the lease; evict for failure to report income, and collect the back rent due to the agency.

6. FLAT RENT:

- A. Each year at the time of reexamination of rent families will receive a letter explaining:
  - 1) That the family has the option of selecting a flat rent amount in lieu of the income based rent amount.
  - 2) The amount of the flat rent.
  - 3) A fact sheet about income based rents that explains the types of income counted, the most common types of income excluded, and the categories of allowances that can be deducted from income.
  - 4) That families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they otherwise would undergo.
  - 5) The name and phone number of an individual to call to get additional information or counseling concerning flat rents.
  - 6) That the certification included must be signed and returned for the family to receive the flat rent.
- B. Families who opt for the flat rent may request to have a reexamination and return to the income based method at any time for any of the following reasons:
  - 1) The family's income has decreased.

- 2) The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
  - 3) Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.
- C. MPHA will notify tenants paying flat rent if it expects to review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.

Each year prior to their anniversary date, Minneapolis Public Housing Authority will send a reexamination letter to the family offering the choice between a flat or an income based rent. At the appointment, the Minneapolis Public Housing Authority may assist the family in identifying the rent method that would be most advantageous for the family. If the family wishes to select the flat rent method without meeting with the Minneapolis Public Housing Authority representative, they may make the selection on the form and return the form to the Minneapolis Public Housing Authority. In such case, the Minneapolis Public Housing Authority will cancel the appointment.

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## PART XII

### LEASE TERMINATIONS

1. In order to investigate and resolve concerns management has regarding lease compliance, tenants are required to meet with Management at any reasonable place as Management requests and after reasonable notice. This is an informal, investigative meeting, and only the tenant, a tenant representative or counsel, appropriate members of the tenant's family and MPHA staff may attend the meeting
2. The tenant may terminate the lease by providing MPHA with at least thirty days written notice as defined in the lease agreement.
3. The lease may be terminated by MPHA for non-payment of rent or by giving the tenant written notice of good cause, such as but not limited to: failure to pay service charges; failure to abide by the terms of a repayment agreement; serious or repeated interference with the rights of other tenants or neighbors; serious or repeated damage to the leased premises; creation of physical or health hazards; failure to fulfill obligations set forth in the lease; serious or repeated violations of the terms of the lease; for any criminal activity that threatens the health, safety or right to peaceful enjoyment of their premises of other tenants; neighbors and public housing employees; or drug related criminal activity on or off the premises engaged in by a tenant, a member of the tenant's household, a guest or another person under the tenant's control while the tenant is a resident in public housing, or any other related criminal activity on or near premises. Criminal drug activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell distribute or use any amount of a controlled substance, regardless of an arrest or conviction.

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

- A. At least fourteen (14) days prior to termination in the case of failure to pay rent (see appendix F).
  - B. A reasonable time prior to termination commensurate with the urgency of the situation in the case of creation or maintenance of a threat to the health or safety of other tenants or MPHA employees or the safety of the premises, or in the case of any drug activity.
  - C. At least thirty (30) days prior to termination in all other cases.
4. Notice of termination to tenant shall state reasons for the termination, shall inform the tenant of the right to make such reply as he or she may wish and of the right to request a hearing in accordance with MPHA's grievance procedure.
  5. Before MPHA will schedule a grievance hearing for any grievance concerning the amount of rent MPHA claims is due, the tenant must first bring his/her account current by paying to MPHA an amount equal to all charges due and payable as of the first of the month preceding the month in which the act or failure to act took place. After the hearing is scheduled, the tenant shall continue to deposit this same monthly rent amount

into MPHA's escrow account until the complaint is resolved by the decision of the hearing officer or panel.

If the grievance hearing officer or panel upholds MPHA's action to terminate the tenancy, MPHA's notice to vacate shall not be issued to the tenant before the decision of the grievance hearing officer or panel is either mailed or delivered to the tenant. Until MPHA's Notice to Vacate has been provided to the tenant, MPHA will not commence eviction action in court.

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## PART XIII

### TENANT GRIEVANCE PROCEDURES

#### 1. Purpose and Applicability

- A. Purpose: The Minneapolis Public Housing Authority (MPHA) has established this grievance procedure under the regulations of the U.S. Department of Housing and Urban Development (HUD). The purpose of the procedures is to permit tenants an opportunity for a hearing if the tenant disputes an MPHA action or failure to act involving the tenant's lease with MPHA or MPHA regulations (except for denial of a lease add-on).
- B. Applicability: This grievance procedure shall apply to individual grievances as defined in Section C(1) below, including complaints of a tenant and eviction for cause. The grievance procedure shall not apply to evictions for:
  - 1) non-payment of rent;
  - 2) any activity that may threaten the health or safety of the premises of other residents, neighbors, employees of MPHA or others;
  - 3) any drug-related criminal activity on or off the premises; or
  - 4) any violent criminal activity.

#### 2. HUD Requirements

- A. MPHA will adopt a grievance procedure affording each tenant an opportunity for a hearing on a grievance as described above.
- B. MPHA shall provide at least 30 days notice to tenants and resident organizations setting forth proposed changes in the grievance procedure and will provide an opportunity to present written comments. Comments shall be considered by MPHA before adoption of any grievance procedure changes.
- C. MPHA shall furnish a copy of the grievance procedure to each tenant and to resident organizations.
- D. Definitions

For purposes of this grievance procedure, the following definitions apply:

- 1) "Grievance" shall mean any dispute (except for lease add-ons) which a tenant may have with respect to MPHA action or failure to act in accordance with the individual tenant's lease or MPHA policies which violate the individual's rights, duties, welfare or status. Adverse actions include, but are not limited to: Lease terminations for cause except in Section A; transfers for family

composition, and imposition of charges for maintenance, repairs, and excess consumption of utilities.

- 2) Complainant" shall mean any tenant whose grievance is presented to MPHA.
- 3) "Element of due process" shall mean an eviction action or a termination of tenancy in a State court in which the following procedural safeguards are required:
  - a) Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction.
  - b) Right of the tenant to be represented by counsel.
  - c) Opportunity for the tenant to refute the evidence presented by MPHA including the right to confront and cross-examine all witnesses and to present any affirmative legal or equitable defense which the tenant may have.
  - d) A decision on the merits.
- 4) Due Process Determination" shall mean a determination by HUD that State or local law requires that a tenant be given the opportunity for a hearing in court which provides the basic elements of due process before eviction from the dwelling unit. HUD has issued a due process determination for the State of Minnesota, therefore, MPHA may evict the occupants of a dwelling unit through the judicial eviction procedures and is not required to provide the opportunity for a hearing under the grievance procedure for terminations or evictions concerning activity as defined in Section A.
- 5) "Hearing Officer" shall mean a person selected in accordance with this Grievance Procedure to hear grievances and render a decision with respect thereto.
- 6) "Hearing Panel" shall mean a panel selected in accordance with this Grievance Procedure to hear grievances and render a decision with respect thereto.
- 7) "Tenant" shall mean the person(s) who reside(s) in the unit and is listed as Head(s) of Household in the MPHA lease or in a subsequent Lease Addendum.
- 8) "Resident Organization" includes a resident management corporation.

E. Informal Settlement Conference

- 1) Purpose: The purpose of the informal conference between the complainant and MPHA representative is to:
  - a) attempt to resolve grievances without a formal hearing; and
  - b) evaluate the grievance and advise the complainant whether the type of grievance presented falls within the established guidelines listed in this document and whether or not the grievance procedure applies.

2) Procedure:

- a) The complainant or the complainant's representative, either orally or in writing, shall present to MPHA Area Management Office within ten (10) working days after the initiation of the action or failure to act, the basis of the grievance. Although the grievance may be simply stated, it must specify:
- the reasons for the grievance;
  - the action requested; and
  - the name, unit address and telephone number (if available) of complainant.

Within 10 working days after MPHA's receipt of the complainant's grievance, MPHA will contact the complainant to arrange a date for an informal settlement conference.

- b) Because this is an informal settlement conference, the only persons permitted to be present at this conference are the complainant, complainant's representative or counsel, appropriate members of the complainant's family, and MPHA Management staff and counsel.

- c) Within ten (10) working days after the settlement conference, a summary of the proceedings will be given or mailed to the complainant and a copy filed in the complainant's file. This summary will include:

- names and titles of participants;
- date of the conference;
- reasons for the conference;
- proposed disposition of the grievance; and
- specific steps by which a complainant may request a formal hearing.

The complainant may submit to MPHA a written response to the settlement conference summary which shall be included in the complainant's tenant file.

- d) If the complainant disagrees with MPHA's settlement decision, the complainant shall follow the procedures below to request a formal hearing. If the complainant is satisfied with the decision, MPHA and the complainant will abide by the decision.
- e) If a Tenant signs a Settlement Agreement as a result of the Informal Settlement Hearing process for a Lease Termination and does not comply with the terms of the Settlement Agreement, MPHA will continue the Lease Termination process at the Formal Hearing Stage, unless the Settlement Agreement provides otherwise.

F. Formal Hearing

The purpose of the formal hearing is to allow the complainant an opportunity to request a review of the informal settlement conference decision. The complainant has a right to be represented by counsel or another person chosen as a representative. When the hearing involves an eviction or termination of tenancy, the complainant is entitled to the basic elements

of due process as defined in Section (C.3). The formal hearing will be heard before a Hearing Panel.

1) Procedures for Obtaining a Formal Hearing

- a) The complainant was offered an opportunity for an informal settlement
- b) The complainant disagrees with the decision of the informal settlement conference, and submits a written request for a formal hearing to MPHA Area Management Office within ten (10) working days after MPHA gives or mails to the complainant the informal settlement conference decision. The written request must state:
  - the reason(s) for the grievance;
  - the action or relief sought;
  - the name, address and telephone number (if available) of the complainant; and
  - the name, address and telephone number of complainant's representative, if any.
- c) All formal grievances must follow this procedure. However, if the complainant can show good cause why the informal grievance procedure was not followed, this requirement may be waived by the Hearing Panel.

2) Disputes Over Amount of Rent Due

If the grievance hearing involves the amount of rent or other charges which MPHA claims is due, such amount must be placed in escrow (see below), before a hearing will be scheduled. If the complainant does not pay the disputed rent or charges in escrow, the grievance procedure shall be terminated. MPHA's disposition of the grievance will become final.

3) Escrow Deposit:

- a) Before a hearing is scheduled involving an amount of rent or other charges which MPHA claims is due, the complainant shall pay to MPHA all rent and charges 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 monthly rent into an escrow account each month when normally due until the grievance is resolved by decision of the Hearing Panel.
- c) These requirements for payment of rent may be waived by MPHA in extenuating circumstances, including minimum rent hardship requests.
- 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 MPHA's disposition of the grievance in any appropriate judicial proceeding.

4) Scheduling the Hearing

- a) After the complainant complies with the above procedures, a formal hearing shall be scheduled within ten (10) days through the Grievance Procedures Administrator for a time and place reasonably convenient to the complainant and MPHA and the Hearing Panel.
- b) The Grievance Procedures Administrator will, send written notification specifying the time, place and procedures governing the hearing to the complainant, complainant's representative, if any and the Area Management Office.

5) Failure to Request a Formal Hearing

If the complainant does not request a formal hearing within ten (10) working days after the informal settlement conference, she/he waives the right to a formal hearing. MPHA's informal settlement conference shall be final, unless the complainant timely seeks judicial review.

6) Selection of Hearing Officer or Hearing Panel

Will be conducted by impartial person(s) appointed by MPHA. The Hearing Officer shall not be a person or a subordinate of such a person who made or approved MPHA's action under review.

7) Procedures Governing the Hearing

- a) The complainant shall be afforded a fair hearing including the following elements of due process:
  - The opportunity to examine before the grievance hearing any MPHA documents, including records and regulations, that are relevant to the hearing. The tenant shall be allowed to copy any such document at the tenant's expense. The right to be represented by counsel or other person chosen as the tenant's representative, and to have such person make statements on the tenant's behalf. Any such counsel or representative will be at the tenant's expense.
  - The right to a private hearing unless the complainant requests a public hearing.
  - The right to present evidence and arguments in support of the tenant's complaint, to controvert evidence relied on by MPHA or project

management, and to confront and cross-examine all witnesses upon whose testimony or information MPHA relies.

- A decision based only on the facts presented at the hearing.
  - b) The hearing officer or hearing panel may render a decision without proceeding with the hearing if the hearing officer or hearing panel determines that the issue has been previously decided in another proceeding.
  - c) If the complainant or MPHA fails to appear at a scheduled hearing, the hearing officer or hearing panel may make a determination to postpone the hearing up to five (5) business days or may make a determination that either party has waived the right to a hearing. Both the complainant and MPHA shall be notified of the hearing officer or hearing panel's determination. At the hearing, the complainant must first show an entitlement to the relief sought. Thereafter MPHA must sustain the burden of justifying MPHA's action or failure to act.
  - d) The hearing shall be conducted informally by the hearing officer or hearing panel. Oral or documentary evidence relevant to the facts and issues raised by the complainant may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The hearing officer or hearing panel shall require MPHA, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the hearing officer or hearing panel's directions may result in exclusion from the proceedings in a decision adverse to the interest of the disorderly party or the granting or denial of the relief sought.
  - e) The complainant or MPHA may arrange, in advance and at the party's expense, for a transcript of the hearing.
  - f) MPHA must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, reader, accessible location or attendants
- 8) Decision of the Hearing Officer or Panel
- a) The hearing officer or panel shall prepare a written decision, together with the reasons therefore, within ten (10) working days after the hearing. A copy of the decision shall be sent to the complainant and MPHA. MPHA shall retain a copy of the decision in the tenant's file and in a Master file.

- b) The decision of the hearing officer or panel shall be binding on MPHA which shall take actions, or refrain from actions, reasonable and necessary to carry out the decision unless MPHA's Board of Commissioners determines within a reasonable time, and promptly notifies the complainant of its determination that:
- The grievance does not concern MPHA's action or failure to act in accordance with the complainant's lease or MPHA duties. Grievances must concern a threat to the complainant's rights, duties, welfare or status within the scope of these regulations.
  - The decision of the hearing officer or panel is contrary to applicable Federal, State or local law, HUD regulations ordinance or requirement of the annual contributions contract between HUD and MPHA
  - A decision by the hearing officer, panel, or Board of Commissioners in favor of MPHA, or which denies the relief request by the complainant in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the complainant or MPHA may have to judicial review in any judicial proceedings.

F. Administrative Expense

MPHA shall provide the required space, secretarial services and funds for administrative expenses for the Hearing Officer or Hearing Panel. This may include reimbursement for the reasonable expenses of Hearing Officers.

G. Review and Amendment of Policies

The Grievance Procedure may be reviewed and changed by the Commissioners of MPHA after tenant organizations have had at least 30 days to review and provide written comments.

H. Request for a Reasonable Accommodation

A resident with a disability may ask for a reasonable accommodation to help the resident to follow the lease or to participate in and benefit from housing, aid, program or service. With or without a reasonable accommodation, the resident shall follow the lease and shall be eligible for the program.

- 1) A resident or resident's representative shall give a request for a reasonable accommodation to their property manager and not to a hearing panel. If a resident makes a request for a reasonable accommodation the hearing will be rescheduled to give MPHA an opportunity to respond to the request.
- 2) MPHA will notify the resident of the decision regarding the request for the reasonable accommodation. Within thirty (30) days after a property manager receives a written request for a reasonable accommodation MPHA will inform the resident for a denial , approval or the need for ongoing investigation.
- 3) If the resident does not like MPHA's decision, the resident or resident's representative shall ask for an informal hearing within ten (10) working days after MPHA gave notice of the denial.
- 4) The informal hearing will be conducted as set out in Section E of this Part.

- 5) If the resident does not like the decision, the resident may request a formal hearing. The resident must request a formal hearing in writing within ten (10) working days from the time MPHA gives or mails the decision to the resident. The formal hearing will be conducted as set out in section E of this Part.

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## PART XIV

### COMMUNITY SERVICE

*Note for the 2001 fiscal year this requirement is not being enforced. If it is reinstated by congress MPHA will again enforce this part.*

#### 1. GENERAL

In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service (not including political activities, or (2) participate in an economic self-sufficiency program, or (3) perform eight hours per month of combined activities as previously described unless they are exempt from this requirement.

#### 2. EXEMPTIONS

The following adult family members of tenant families are exempt from this requirement:

- A. Family members who are 62 or older.
- B. Family members who are blind or disabled as defined under 216(l)(1) or 1614 of the Social Security Act (42 U.S.C. 416(l)(1) and who certifies that because of this disability she or he is unable to comply with the community service requirements.
- C. Family members who are the primary care giver for someone who is blind or disabled as set forth in Paragraph B above.
- 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 the welfare-to-work program.
- F. Family members receiving assistance, benefits or services under a State program funded under Part A Title IV of the Social Security Act or under any other State welfare program, including welfare-to-work and who are in compliance with that program.

#### 3. NOTIFICATION OF THE REQUIREMENT

The MPHA shall identify all adult family members who are apparently not exempt from the community service requirement.

The MPHA 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 MPHA shall verify such claims.

The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after October 1, 2000. 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

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.

An economic self sufficiency program is 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 or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

The MPHA will coordinate with social service agencies, local schools, and the Human Resources Office in identifying a list of volunteer community service positions.

Together with the resident advisory councils, the MPHA may create volunteer positions such as hall monitoring, litter patrols, and supervising and record keeping for volunteers.

#### 5. THE PROCESS

At the first annual reexamination on or after October 1, 2000, and each annual reexamination thereafter, the MPHA 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 time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.

#### 6. NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT

The MPHA will notify any family found to be in noncompliance of the following:

- A. The family member(s) has been determined to be in noncompliance;
- 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. OPPORUNITY FOR CURE

The MPHA will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. 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 cure shall occur 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 made.

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, the MPHA shall take action to terminate the lease.

#### 8. PROHIBITION AGAINST REPLACEMENT OF AGENCY EMPLOYEES

In implementing the community service requirement, the MPHA may not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by its employees, or replace a job at any location where residents perform activities to satisfy the service requirement.

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## PART XV

### PARKING POLICY (HIGHRISE)

1. **GENERAL STATEMENT** – The Minneapolis Public Housing Authority is interested in providing a fair parking policy to all highrise residents. While it is understood that no two highrises have exactly the same needs, residents, facilities, etc., and that MPHA is not obligated nor able to provide parking for all resident and guests. However, MPHA has attempted to have a flexible and equitable policy that meets the needs of both the residents and the management staff. All parking lots must conform to Federal handicapped accessibility laws and statues as well as city ordinances. All parking lot decisions are subject tot he final approval of the Property Manager. Residents who want to park their car in the building parking lot, must obtain a parking permit from the Property Manager and be in compliance with Section 6 listed below. Commercial vehicles are not permitted to park in the parking lot.
  
2. **VOTING PROCESS** – Each resident council will vote on the type of parking the building will have. The voting process must have the following components:
  - A. **Notices** posted in prominent places within the building advertising that a vote on the parking lot choices will be taken that includes the date and time and place of the vote. Notices will be posted ten days prior to the voting day.
  - B. **Votes** may be taken by secret ballot at a resident council meeting or by handing out ballot on a door-to-door basis, or by reporting to a designated place to cast an individual resident's vote.
  
3. **PARKING CLARIFICATIONS** – All handicapped parking will be assigned regardless of the vote of a particular building in order to comply with all Federal, State and local handicapped accessibility laws. Residents will be allowed to vote on the following parking lot choices:
  - A. **Open Tenant Parking** – One parking permit will be issued to each tenant household owning a motor vehicle in compliance with Section 6 listed below. Tenants who own a vehicle, have mobility impairments, need accessible parking, and have a Minnesota Handicapped Parking Permit are entitled to have a reserved parking space adjacent to the accessible entrance or in another area that will provide equal or greater accessibility to the property. If there is adequate space, residents may also vote on whether to allow a visitor parking area in the lot. All visitor parking must conform to the Visitor Parking Regulations and be in conformance with ADA requirements. If space does not permit, this will not be an option.
  - B. **Restricted Tenant Parking** – Resident councils may request, subject to MPHA Property Manager's approval, that if sufficient parking spaces are not available for all households owning vehicles, that parking permits be issued to only the number of households for which space is available. If Restricted Parking is approved, permits will be issued on the basis of move-in dates to public housing. Those with the earliest move-in date will receive their parking permits first after all eligible handicapped residents have been assigned in accordance with accessibility laws. Tenants who have mobility impairments, need accessible parking, and have a Minnesota Handicapped Parking Permit, are entitled to have a reserved accessible parking space adjacent to the accessible entrance or in another area that will provide equal or greater accessibility to that property. If there

is insufficient parking for all of the tenants, those tenants who are entitled to the accessible parking shall be given the first available parking space permits. The remainder of the parking space shall be issued on the basis of tenant move-in date.

**C. Assigned Parking** – Resident Councils may request, subject to MPHA Property Manager Approval, that specific parking spaces at a building be assigned to individual residents. If assigned parking is approved, the Property Manager will be responsible for the assignment of parking places according to date the resident meets the criteria for an assigned spot in accordance with these regulations. Tenant who have mobility impairments, need accessible parking and have a Minnesota Handicapped Parking Permit, shall be assigned a space located adjacent to the accessible entrance or another area that provides equal or greater accessibility to the property.

4. VISITOR PARKING - All residents are responsible for communicating the parking lot rules to their guests and service-providers. Parking for visitors must be in accordance with ADA, MN State Building Code, Chapter 1340. When parking spaces are provided for self-parking by visitors, then there must be spaces reserved for people who have handicapped parking permits. Each “standard” accessible parking space must be at least 8 feet wide and have an access aisle that is at least 5 feet wide. Each “van accessible” parking space must be at least 8 feet wide and have an access aisle that is at least 8 feet wide. Two handicapped parking spaces can share an access aisle. These spaces are to be located as close as possible to an accessible entrance. One in every eight accessible spaces, but not less than one, must be “van accessible.” Following are the minimum number of required accessible spaces:

Total Parking in Lot	Required Minimum Number of Accessible Spaces	Required Minimum Number of Van Accessible Spaces
1 to 25	1	1
26 to 50	2	1
51 to 75	3	1
76 to 100	4	1
101 to 150	5	1
151 to 200	6	1
201 to 300	7	1
301 to 400	8	1
401 to 500	9	2
501 to 1000	2% of total	1 in every 8
1001 and over	20 + 1 for each 100 over 1000	1 in every 8

Each accessible parking space must have a sign with the white international wheelchair symbol on a blue background, indicate a permit is required, and that there is a fine of up to \$200 for violators. Also, the van accessible spaces are to have an additional sign indicating the space is “van accessible.” The 8-foot wide access aisle adjacent to the van accessible parking space should have a sign posted, “No Parking, Access Aisle.”

Handicapped staff must also be accommodated under this policy. All staff are required to park in conformance with this policy.

5. PASSENGER LOADING ZONES – If passenger loading zones are provided, they shall have an access aisle that is at least 5 feet wide and 20 feet long, adjacent and parallel to the vehicle pull-up space, then a cub ramp shall be provided.
6. REGISTRATION OF VEHICLES – In order to be eligible to park in the highrise parking lot residents must meet the following requirements:
  - A. Resident must have a valid drivers license and current insurance coverage.

B. Residents must own the vehicle being registered for parking and prove ownership by providing the manager with the vehicle registration in the tenant's name. Residents may **not** register a relative or friend's car.

C. The car must have a valid license plate and current license tabs in accordance with the State of Minnesota laws and local ordinances. Residents registering a vehicle with out-of-state plates must be in compliance with the State of Minnesota vehicle registration provisions within the allotted state time line of sixty days.

D. The car must be in operable condition and be able to run at all times.

E. Residents are responsible for advising the property manager if they sell or change vehicles.

7. REMOVAL OF VEHICLES FROM HIGHRISE PARKING LOTS – The MPHA reserves the right to remove vehicles not in conformance with these standards, vehicles posing a threat or safety hazard, vehicles creating obstructions, and for other reasons deemed necessary by the Property Manager. The cost for such removal will be the responsibility of the vehicle owner. Vehicles will be removed according to the following:

A. Inoperable motor vehicles must be repaired or removed from the parking lots, or be subject to towing by the MPHA at the vehicle owner's expense. Managers should generally give residents a minimum of one working day and no more than five working days to remove the vehicle in question commensurate with number three (3) below.

B. Upon posting in the building, tenants are responsible for removing their vehicle for snowplowing or parking lot maintenance. Vehicles not removed will be subject to towing by the MPHA at the owner's expense.

C. Warning notices should be used whenever possible prior to towing a vehicle out of an MPHA parking lot. The exception to this is when a vehicle presents a hazard such as leaking gas or is parked in a manner that blocks emergency routes, etc. Managers or Parking Committee members authorized to conduct towings should attempt to contact a vehicle owner by posting a vehicle with warning notices and tenants should contact the manager immediately upon receiving the towing notice to make arrangements for the removal of the vehicle or to arrange to get the vehicle into immediate compliance with this policy.

D. Managers must contact the MPHA's designated towing contractor after the designated time has lapsed on the towing notice and if the tenant has not responded to the warning and made the necessary arrangements to handle the vehicle. Managers should indicate the color, make and license plate number and the current location of the vehicle. Ask the dispatcher for the arrival time of the tow truck. Managers should make arrangements to meet the tow truck to sign the towing authorization form.

E. Individual residents do not have the right to two other cars. Residents who find another vehicle in their parking space must advise the Property Manager of the vehicle make, model and color as well as the license plate, date and time of the violation. Reports may also be made to Security Guards, if present, but reports should be made directly to the Property Manager as well.

F. Vehicles which do not display an appropriate parking permit, are parked in traffic lanes, or "No Parking" areas, or are parked in violation of the Parking Regulations, are to be towed by the appropriate MPHA staff person.

G. Property Managers will determine the process for towing from their buildings in accordance with the MPHA Towing Policy and will post a copy of the process or make a copy available in the

Management Office. Managers will determine if the Resident Council Parking Committee may have towing privileges.

- H. Residents who intend to be away from their unit are still responsible for adhering to this policy. Residents who will be away on vacation, in the hospital, etc. should authorize another person to look after their vehicle and be prepared to remove the vehicle in the event of snow-plowing, hazards, or parking lot repairs. Failure to designate a responsible person or failure of the designated person to look after a resident's car does not exempt that vehicle from being towed at the owner's expense.
- I. At the manager's discretion, the manager may call 296-6911 and make arrangements to go to St. Paul to the Department of Public Safety to have a name and address search done on a vehicle, if necessary. The Department of Public Safety does charge for this service and managers should avoid this step if at all possible. Due to Data

Privacy restrictions, the Minneapolis Police Department is unable to give managers this information from patrol car computers.

## PARKING POLICY (FAMILY HOUSING)

1. CAR OWNERSHIP – Residents of family housing must meet the following requirements:
  - A. Residents must own the vehicle being registered for parking and prove ownership by providing the manager with the vehicle registration in the tenant's name. Residents may **not** register a relative or friend's car. The resident **must** own the car and have the title in their name, have a current drivers license and current insurance coverage, in order to be eligible for parking privileges.
  - B. The car must have a valid license plate and current license tabs in accordance with State and local ordinances.
  - C. The car must be in operable condition and be able to run at all times.
2. PARKING AREAS – Cars may be parked only in the designated spots for a tenant's particular unit. Cars and other vehicles may not be parked on the lawn.
3. CAR REPAIRS – Residents may not make repairs to their vehicles including changing oil or replacing mechanical parts.
4. TOWING – The MPHA reserves the right to tow all vehicles without notice if they present a hazard or otherwise jeopardize the safety of others. In the vent that a resident's vehicle does not meet the requirements of this procedure MPHA will tow the resident's vehicle at the owner's expense.

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## PART XVI

### POST ORDERS

1. SIGN IN PROCEDURES WHEN A STATIONARY GUARD IS ON DUTY
  - A. Each guest who is 18 years old or older shall show a picture ID or other official identification card.
  - B. A tenant may not vouch for a guest who is 18 years old or older.
  - C. Check Trespass List. If the guest is on the Trespass List, ask the guest to leave and write up an incident report.
  - D. Each guest shall state the name of the tenant whom the guest wants to visit and the tenant's apartment number. The tenant must be listed on the tenant roster. (Note new tenants may move in everyday).
  - E. Guard shall legibly print the name of each guest and the tenant whom the guest is visiting and the tenant's apartment number on the sign-in log.
  - F. A guest who is under 18 years old must be with an adult.
  - G. A guest who is under 18 years old and who is not with an adult shall not be let in the building until an adult tenant meets the minor at the entry and takes the minor to the unit. If no adult meets the minor, ask the minor to return to the entry to again call the tenant. If no adult tenant meets the minor, call dispatch and write up an incident report.
  - H. If any person does not follow these rules, the guard shall call dispatch and write up an incident report. The guard shall not confront the person.
  - I. Put a copy of the incident report under the door to the management office at the end of your shift.
2. USE OF PHONE ENTRY SYSTEM
  - A. The buzz in by the phone entry system will be shut off at (the time determined by MPHA and the building resident council) (but no later than 11:00 p.m.) and there will be no ability to buzz in a guest.
  - B. The buzz in by the phone entry system will be turned on at 6:00 a.m.
  - C. When the buzz in by the phone system is shut off, the guest may use the phone entry system to call a tenant and the tenant shall go to the lobby to let in the guest.
3. ROVING GUARD ON PATROL
  - A. The guard shall patrol each building as designated by MPHA management.

#### 4. REPONSE TO INCIDENTS

- A. The guard shall not confront any person to take any action that may result in injury or bodily harm to the guard or any other person.
- B. For SERIOUS incidents that are life threatening or involve bodily harm, the threat of bodily harm or major property damage, the guard shall call 911 and dispatch.
- C. The guard shall also write up an incident report.
- D. For all other incidents, the guard shall call dispatch (but not 911) and write up an incident report.
- E. A guard may ask a guest to return a key tag to the guard, if MPHA did not okay the use of the key tag. (Management should give to the guard, a list of persons other than tenants who are authorized to use the key tag. If the person is not a tenant and is not on the authorized list, the guard may take the key tag.)
- F. If a guard has a question on any matter, the guard should call dispatch or the property manager.

### RULES OF CONDUCT

- 1. Do not bring TV's, radios, boom boxes, handcuffs, mace, guns knives, weapons or anything similar on MPHA property during your shift.
- 2. Always wear your nametag on your chest.
- 3. Keep your post or area clean. Clean it every day.
- 4. Do not accept food, gifts or presents from tenants.
- 5. No personal phone calls while on duty.
- 6. No socializing with tenants, guests or others while on duty or on break.
- 7. Do not enter a tenant's apartment while on duty or on break.
- 8. Keep sign-in logs, incident reports, rosters, Trespass List or other MPHA documents confidential. If you have questions talk to MPHA management or dispatch.
- 9. Treat tenants and guests with respect and courtesy.
- 10. Do not confront any person or take any action that may result in injury or bodily harm to the guard or any other person.
- 11. If you confiscate a key tag, return it to MPHA management as soon as possible or the next business day.
- 12. At the end of your shift, please put away all of your equipment.
- 13. Keep entrance doors shut. Do not allow the doors to be propped open.
- 14. Return lost or stolen goods to MPHA management as soon as possible or on the next business day.

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# APPENDIX "A"

## MAXIMUM INCOME LIMITS FOR ADMISSION

The following maximum annual income limits are based on the Annual Income (as defined in Part I) and became effective January 31, 2002:

<b>Family Size</b>	<b>Lower Income Family</b>	<b>Very Low Income Family</b>	<b>Extremely Low Income Family</b>
One Person	\$38,100	\$26,850	\$16,100
Two Person	\$43,500	\$30,700	\$18,400
Three Person	\$48,950	\$34,500	\$20,700
Four Person	\$54,400	\$38,350	\$23,000
Five Person	\$58,750	\$41,400	\$24,850
Six Person	\$63,100	\$44,500	\$26,700
Seven Person	\$67,450	\$47,550	\$28,550
Eight Person	\$71,800	\$50,600	\$30,350

At least 40% of applicants admitted to Public must have income Extremely Low Income. No family will be admitted whose income is above the Lower Income level.

*Note: Annual Income limits are revised on a regular basis by HUD and will automatically be changed in this part when revisions are received by MPHA.*

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# APPENDIX "B"

## MONTHLY UTILITY ALLOWANCE

(Revised 7/2002)

### ROWHOUSE DEVELOPMENTS

<u>BEDROOM SIZE</u>	<u>GAS &amp; ELECTRIC</u>
1 Bedroom	\$94.00
2 Bedroom	\$124.00
3 Bedroom	\$147.00
4 Bedroom	\$163.00
5 Bedroom	\$172.00

### SCATTERED SITES - 4 PLEXES

<u>BEDROOM SIZE</u>	<u>GAS &amp; ELECTRICITY</u>
2 Bedroom (Pillsbury Units Only)	\$129.00

#### ELECTRICITY & COOKING GAS

2 Bedroom (Nicollet & Colfax Units Only)	\$47.00
3 Bedroom (3400 Colfax #4)	\$55.00

### SCATTERED SITES - DUPLEXES

<u>BEDROOM SIZE</u>	<u>GAS &amp; ELECTRICITY</u>
2 Bedroom	\$129.00
3 Bedroom	\$152.00
4 Bedroom	\$168.00
5 Bedroom	\$179.00

### SCATTERED SITES - SINGLE FAMILY HOMES

<u>BEDROOM</u>	<u>GAS &amp; ELECTRICITY</u>
2 Bedroom	\$143.00
3 Bedroom	\$166.00
4 Bedroom	\$182.00
5 Bedroom	\$193.00
6 Bedroom	\$203.00

Utility allowance amounts listed above are effective 7/2002 for all new tenants and current tenants of Public Housing.

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# APPENDIX "C"

## SALES AND SERVICE CHARGE SCHEDULE

When damage to a dwelling unit, its appurtenances, appliances and/or grounds is due to abuse and/or neglect by the tenant, the following schedule shall be used to determine charges to a tenant for the necessary repairs. Management shall utilize the "Guidelines for Determining Ordinary Wear and Tear" before assessing charges to a tenant.

A copy of this schedule will be posted in each Management Office. Charges are not made for repairing things that wear out from ordinary use. A tenant shall be apprised of his/her right to grieve any charges assessed against his/her account.

This schedule is meant to list standard and recurring items and does not cover all repairs and services. This schedule is subject to periodic changes.

### PLUMBING:

Unplug sink, lavatories, toilets, floor drains (charge is assessed only if clog is due to a foreign object). If done by MPHA or Vendor:

Minimum Charge \$50.00 (If corrected by vendor or MPHA)

Toilet Replacement	\$114.40 (includes parts & labor)
Toilet Seat Replacement	\$ 33.00 (includes parts & labor)
Toilet Tank Cover Replacement	\$ 35.50 (includes parts & labor)
Single -Lever, Washerless Kitchen Faucet	\$ 60.50 (includes parts & labor)

### ELECTRICAL:

Reset circuit breaker or replace fuse + labor  
(Charge actual cost if corrected by vendor)

Range Hood Replacement	\$35.00 (includes parts & labor)
Heating Plant Thermostat Replacement	\$45.00 (includes parts & labor)
Smoke Alarm Replacement	\$25.00 (includes parts & labor)
Replace Smoke Detector battery	\$ 5.00

### RUBBISH REMOVAL:

Completed by MPHA	\$26.00 per truck load, with a minimum charge of \$26.00
Completed by Vendor or City of Minneapolis	Actual Cost

APPLIANCES:

Range Replacement - when full replacement is necessary, the replacement cost will be adjusted by the depreciated value and its anticipated useful life based on a life expectancy of 12 years.

<u>Range Replacement Cost</u>	<u>Depreciation</u>
20" \$190.00	\$15.00 per year
30" \$212.00	\$16.00 per year
30" Range hood	\$41.00
24" Range hood	\$47.00
Rangehood Filter	\$ 4.50
Stove Burner Knob Replacement	\$ 4.00
Oven Rack Replacement	\$ 7.00
Oven Door Replacement	\$56.00
Oven Door Handle Replacement	\$ 5.00
Oven Gasket	\$15.00

Refrigerator Replacement - when full replacement is necessary, the replacement cost will be adjusted by the depreciated value anticipated useful life based on a life expectancy of 10 years.

<u>Refrigerator Replacement Cost</u>	<u>Depreciation</u>
11 cu. ft.\$365.00	\$26.00 per year
18 cu. ft. \$379.00	\$27.00 per year
Gasket Replacement	\$28.00
Crisper Tray Replacement	\$17.00
Door Bar and End Cap Replacement	\$14.00
Refrigerator Shelf	\$15.00

EXTERMINATION SERVICE FOR ROACHES:

Actual charges are assessed to tenant account if tenant is not properly prepared.

First scheduled date	\$13.00
Each additional reschedule date	\$20.00

WINDOW AND OTHER GLASS REPAIRS:

Charges are based on size - length plus width in inches. Actual labor charges of the vendor will be assessed at \$10 per hour.

Up to 50"	\$15.00
51"to 72"	\$17.00
73" to 80"	\$20.00
81" or larger	\$25.00
Plexiglass	\$ 9.00/sq. ft.
Thermo Windows	\$11.00/sq. ft.
Aluminum combination storm panel replacement	\$14.00
Aluminum combination screen panel replacement	\$10.00
Mirrored Medicine Cabinet	\$27.00 + Labor @ .50 hr.

SCREEN/STORM DOORS:

**Replacement:**

Security Screen (each)	\$12.00/sq.ft.
Security Screen with Frame (each)	\$225.00
All other screens (each)	\$6.00/sq ft
Solid Core (Benada), self-storing, Aluminum storm door	\$120.00

**Repair:**

Storm door pneumatic closer	\$12.00 + Labor @ .25 hr.
Storm door chain	\$2.50 + Labor @ .25 hr.
Storm door handle	\$5.00 + Labor @ .25 hr.
Apartment door security chain	\$9.00 + Labor @ .25 hr.
Basement Storm Sliding Window	\$24.00

WINDOW SHADES:

(Charges are based on width in inches)

Up to 37"	\$ 6.00
38" to 46"	\$ 8.00
47" to 55"	\$ 9.00
56" and larger	\$13.00

GENERAL CARPENTRY:

Lock change/cylinder change (if change is made at request of tenant or if determined necessary by MPHA (each) \$20.00/includes labor

\$30.00 Additional charge for lock changes after hours

Install security chain \$10.00/includes labor

Install door sleeve \$12.00/includes labor

Keys (each) \$2.00

Lockout service \$25.00 for the first charge in a calendar year and \$50.00 each time there after.

Key tag (lost or not returned upon vacate) \$10.00

Keys not returned upon vacate \$25.00

Door stop molding (inside wood trim) \$ 6.00

Closet Knobs \$ 3.00

Light bulbs \$ 2.00

Plastic rectangular light covers" Kitchen \$18.00

Bathroom \$ 8.00

Florescent bulbs 2' \$ 1.30

4' \$ 1.00

Closet Rod \$ 6.00

Kitchen cabinet knob/handle \$ 3.00

Sheetrock \$13.00 per sheet

Switchplate/outlet covers \$ 1.00

Ceramic tile replacement \$ 1.00/sq. ft.  
+ Labor @ .75 hr.

Shower Rod \$ 8.00

Towel Bar \$ 6.00

Toilet Paper holder \$ 5.00

Door Latch \$ 5.00

Throw bolt \$ 8.00

Privacy Lock	\$10.00
Passage Set	\$ 8.40
Door Replacement	MPHA cost

EXTERIOR ITEMS: (FAMILY):

Lawn Mover (push type - each)	\$65.00
Rake (each)	\$ 4.00
Hose, 25'	\$ 5.00
Hose, 50'	\$ 8.00
Sod (installed)	\$ 1.50/roll
Trash carts (City of Mpls.) replacement after initial provision	\$56.00
Outside dryer vent cover	\$ 4.00
Outside faucet handle	\$ 4.00
Exterior outlet cover	\$ 7.00
Fence gate latch/handle	\$ 8.00
Stair treads	36" \$ 6.00 38" \$ 8.00

EXCESS UTILITY CONSUMPTION:

Air conditioner (May 1 through September30)	\$10.00/month
Residents with air conditioners in the window or sleeve will be charged regardless of usage	
Freezer (12 months)	\$ 4.00/mo.

Water/Sewage (based on 70 gal./person/day) where separately metered (cost in excess of standard charge per month.)

2 Bedroom	\$20.00/mo.
3 Bedroom	\$20.00/mo.
4 Bedroom	\$29.00/mo.
5 Bedroom	\$34.00/mo.
6 Bedroom	\$49.00/mo.

MISCELLANEOUS CHARGES:

Key Tag	\$ 10.00
(includes replacement of all functional tags)	
Failure to recycle	\$ 7.00/mo.
(scattered site and Glendale only)	
Furnace Filter	\$15.00
Flood lamp	\$ 3.00
Snow Removal	\$45.00 minimum
Grass Cutting	\$45.00 minimum
Fire Damage	Maximum Charge \$2,500.00
Globe	\$ 3.00
Transfer holdover	\$ 5.00 per day highrise unit, \$20.00 per day Family unit
Returned check charge	\$15.00
Moving and storage	Actual Cost
Removal of abandoned property	Actual cost
Damage due to Frozen/Burst Pipes	Minimum \$20.00 Maximum \$2,500
Work requested after hours (not an emergency)	\$40.00

All other charges shall be made on the basis of material plus labor utilizing the following prevailing hourly labor rates, overtime rates apply for after hours service. or actual fee charged by vendor which includes vendor's hourly rate plus travel time.

Service Maintenance Specialist (SMS IR)	\$14.25/hour
MPHA Carpenter	\$24.00/hour
MPHA Painter	\$23.50/hour
Seasonal Laborer	\$ 5.00/hr.

## GUIDELINES FOR DETERMINING ORDINARY WEAR AND TEAR

1. Management will inspect the unit with the tenant upon move-in and note any existing problems, as in accordance with the lease.
2. Management will provide a copy of the move-in inspection to the tenant.
3. When determining charges for appliance repairs, the age of the appliance will be considered in determining whether the repair was due to tenant abuse or neglect.
4. Structural damage or deficiencies will be noted when determining ordinary wear and tear.
5. The number of service calls on a specific item shall be considered when determining whether there was tenant abuse/neglect.
6. Repairs shall be made within the time frame as determined by the HUD regulations which is 24 hours in case of an emergency.
7. The length of the tenancy shall be considered, along with the other considerations, or Minn. Stat. S 504.20, subd. 3(b) (1980).
8. Tenant will be charged for damage caused by smoking, including the extra clean-up and painting required.
9. In the event of a tenant's absence, MPHA staff and/or contractors shall leave written notification that they were in the dwelling unit for the purpose of making repairs or conducting an inspection.

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# APPENDIX "D"

## PET POLICY

### HIGHRISE APARTMENTS

#### 1. PERMITTED PETS

One cat or one dog weighing no more than 25 pounds; or two caged birds; an aquarium of thirty gallons or less for fish only; or two caged gerbils or hamsters. Management may make exceptions to this for a tenant who obtained approval for a pet prior to June 1, 2000 and has complied with the prior pet Policy. Residents must be lease compliant to have a pet.

#### 2. PROHIBITED PETS

Only domesticated pets will be allowed. Pets of a vicious or aggressive disposition will not be permitted. Doberman Pinchers, Pit Bulls, Rottweilers, Chow, boxer breeds and German Shepherds, including mixed breeds of those mentioned, as well as live stock, goats, reptiles, rodents, ferrets, birds of prey, pigeons, doves, Mynah birds, psittacine birds, other species that are host to the organisms causing pitted skin in humans and poisonous fish are prohibited. Animals considered dangerous under Minneapolis city code section 64.110 are not permitted. Dangerous and Potentially dangerous dogs under Minnesota Statute 347.5 subd. 2 and 3 are prohibited.

No "guest" pets are allowed on any MPHA property.

Animals that are used to assist persons with disabilities are called service animals and are not considered "pets". The tenant must certify in writing that the tenant or a member of his/her household is a person with a disability, that the animal has been trained to assist persons with that specific disability and that the animal actually assists the person with a disability. Service animals must be registered with MPHA and follow sections III, IV, V, VII, VIII and X, however, the tenant will not be charged a pet deposit.

#### 3. PET REGISTRATION

All dogs and cats must be registered with MPHA before they can be permitted in a highrise. Registration requires proof the animal has been:

- A. Vaccinated by a licensed Veterinarian for rabies, parvovirus, distemper, heartworm and other vaccines appropriate for the species
- B. Spayed (female animals) or neutered (male animals).
- C. Copy of city license
- D. Completed pet policy form

Registration also requires that pet owners identify no less than one local emergency contact who will care for the pet in the event the owner is unable to do so. Updated emergency contacts and proof of licensing/inoculations must be provided to MPHA annually at the time of resident re-exams and re-certification.

The pet deposit amount: \$75.00 except for units with carpet where the pet deposit is \$150.00.

Pet deposits will be held by MPHA until the resident moves out or no longer owns or keeps a pet in the highrise. The pet deposit will be fully refunded, with interest, provided that no pet damage has been done to the premises. Amounts necessary to repair any such damage will be deducted from the pet deposit.

A new resident who owns a dog or cat will make this known at the time of application and will complete the pet's registration before the dwelling lease is signed.

**4. PET INOCULATION AND IDENTIFICATION**

Dogs must be re-inoculated against rabies every twenty-four (24) months and cats every (12) months. Animals must wear at all times a valid rabies inoculation tag and an identification tag bearing the owner's name, address, and telephone number. Tenant must give a copy of inoculation record to management.

**5. PET-RELATED LIABILITY INSURANCE**

A pet owner may be liable for any injury or damage his/her pet causes to the person or property of another resident, a highrise visitor, or an agency or employee of MPHA. Therefore, it is strongly recommended that residents who own a dog or cat purchase a personal liability insurance policy (renter's insurance) from an insurance carrier of their choice.

**6. PET CONTROL REQUIREMENTS**

Out of concern and respect for residents who are allergic to animals or suffer from respiratory illnesses, no pets will be allowed in the community spaces, including lobbies, sitting rooms, game rooms, rest rooms, laundry rooms, and offices of all highrises. (Exception: Pets may be in the community spaces on a leash if your unit is being sprayed for pest control.) Escorted dogs and cats are permitted in hallways, elevators, and entryways only for the purpose of passing through. (The foregoing does not apply to animals trained and certified to assist the handicapped or disabled.) In buildings with balconies, balcony areas are off-limits to all pets.

Outside their apartments, pet owners must at all times keep dogs and cats on a leash no longer than eight (8) feet. The pet must be under control at all times. The owner must walk the animal well away from the building entrances and must promptly and properly dispose of any fecal matter as required by City Ordinance (see attached).

Pet owners shall not permit any disturbances by their animals which interfere with the peace of the other residents, MPHA employees, neighbors or others. Pets will be physically controlled or confined during the times when MPHA employees must enter the apartment to conduct business or make repairs. No pet will be taken into the apartment of another resident without the explicit approval of that resident.

Each pet owner must take adequate precautions to prevent or eliminate any pet odors within or around the owner's apartment. Any damages caused to MPHA property by a pet will be charged to the owner; this includes, but is not limited to, odors and scratch marks.

**7. UNATTENDED OR IMPROPERLY CARED FOR PETS**

If any pet is left unattended and it is determined by MPHA that the pet is in distress or is suffering from lack of care, or if the pet is causing a disturbance to others, MPHA may, at its sole discretion, enter the pet owner's apartment, and remove the pet and deliver it or cause it to be delivered to the proper authorities. MPHA accepts no responsibility for the pet under such circumstances. The tenant shall be responsible for all costs and fees related to the pet's removal.

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

**8. PET BATHING AND LAUNDRY RESTRICTIONS**

Bathing of pets will not be permitted in highrise laundry rooms or tub/shower rooms.

**9. CITY ORDINANCE**

Pet owners must observe all State laws and Minneapolis City Ordinances related to pets.

**10. PET POLICY VIOLATIONS**

If a pet causes harm to any person or property, the pet's owner will be required to permanently remove the pet from the highrise within twenty-four (24) hours of written notice from MPHA and provide verifiable proof of where the animal resides. Said pet owner may also be subject to termination of his or her dwelling lease.

Complaints arising out of alleged violations of the policy are to be reported to the site manager.

## SCATTERED SITE HOMES

**1. PERMITTED PETS**

One cat or one dog weighing no more than 25 pounds; or two caged birds; an aquarium of thirty gallons or less for fish only; or two caged gerbils or hamsters. Management may make exceptions to this for a tenant who obtained approval for a pet prior to June 1, 2000 and has complied with the prior pet Policy. Tenant must be lease compliant to have a pet.

**2. PROHIBITED PETS**

Only domesticated pets will be allowed. Pets of a vicious or aggressive disposition will not be permitted. Doberman Pinchers, Pit Bulls, Rottweilers, Chow, boxer breeds and German Shepherds, including mixed breeds of those mentioned as well as live stock, goats, reptiles, rodents, ferrets, birds of prey, pigeons, doves, Mynah birds, psittacine birds, other species that are host to the organisms causing pitted skin in humans and poisonous fish are prohibited. Animals considered dangerous under Minneapolis city code section 64.110 are not permitted. Dangerous and Potentially dangerous dogs under Minnesota Statute 347.5 subd. 2 and 3 are prohibited.

No cats or dogs will be allowed at Glendale Townhomes.

No "guest" pets are allowed on any MPHA property.

Animals that are used to assist persons with disabilities are called service animals and are not considered "pets". The tenant must certify in writing that the tenant or a member of his/her household is a person with a disability, that the animal has been trained to assist persons with that specific disability and that the animal actually assists the person with a disability. Service animals must be registered with MPHA and follow sections III, IV, V, VII, VIII and X, however, the tenant will not be charged a pet deposit.

**2. PET REGISTRATION**

All dogs and cats must be registered with MPHA before they can be permitted in a scattered site unit. Registration requires proof the animal has been:

- A. Vaccinated by a licensed veterinarian for rabies, parvovirus, distemper, heartworm and other vaccines appropriate for the species
- B. Spayed (female animals) or neutered (male animals).
- C. Copy of city license
- D. Completed pet policy form

Registration also requires that pet owners identify no less than one local emergency contact who will care for the pet in the event the owner is unable to do so. Updated emergency contacts and proof of licensing/inoculations must be provided to MPHA annually at the time of resident re-exams and re-certification.

The pet deposit amount \$75.00 except for units with carpet where the pet deposit is \$150.00.

Pet deposits will be held by MPHA until the resident moves out or no longer owns or keeps a pet. The pet deposit will be fully refunded, with interest, provided that no pet damage has been done to the premises. Amounts necessary to repair any such damage will be deducted from the pet deposit.

A new resident who owns a dog or cat will make this known at the time of application and will complete the pet's registration before the dwelling lease is signed.

**4. PET INOCULATION AND IDENTIFICATION**

Dogs must be re-inoculated against rabies every twenty-four (24) months and cats every (12) months. Animals must wear at all times a valid rabies inoculation tag and an identification tag bearing the owner's name, address, and telephone number. . Tenant must give a copy of inoculation record to management.

**5. PET-RELATED LIABILITY INSURANCE**

A pet owner may be liable for any injury or damage his or her pet causes to the person or property of another resident, a neighbor or visitor, or an agent or employee of MPHA. Therefore, it is strongly recommended that residents who own a dog or cat purchase a personal liability insurance policy (renter's insurance) from an insurance carrier of their choice.

**6. PET CONTROL REQUIREMENTS**

Outside their units, pet owners must at all times keep dogs and cats on a leash no longer than eight (8) feet. The pet must be under control at all times. The owner must promptly and properly dispose of any fecal matter as required by Minneapolis City Ordinance (see attached).

Pet owners will not permit any disturbances by their animals which interfere with the peace of the neighbors, MPHA employees or others. Pets will be physically controlled or confined during the times when MPHA employees must enter the unit to conduct business or make repairs.

Each pet owner must take adequate precautions to prevent or eliminate any pet odors within or around the owner's unit. Any damages caused to MPHA property by a pet will be charged to the owner; this includes, but is not limited to, odors and scratch marks.

**7. UNATTENDED OR IMPROPERLY CARED FOR PETS**

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

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

**8. CITY ORDINANCE**

Pet owners must observe all Minneapolis City Ordinances related to pets.

**9. PET POLICY VIOLATIONS**

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 MPHA and provide verifiable proof of

where the animal resides. Said pet owner may also be subject to termination of his or her dwelling lease.

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# APPENDIX "E"

## HOUSEKEEPING STANDARDS - HIGHRISE

### 1. INTRODUCTION

Maintaining a clean apartment is the responsibility of the resident. Management will conduct at least an annual inspection to assure that the apartment is being maintained properly.

Repairs are the responsibility of management or the residents, depending upon the nature of the damage or breakage. It is always the responsibility of the resident to report all deficiencies, damages or breakages to MPHA. The units are leased in very good condition, free of defects and deficiencies. However, if you observe a defect or deficiency during the move-in inspection, please see that it is noted on the inspection form.

It is important that you call us when you need repairs. There is usually no charge for repairs unless you caused the damage. MPHA fully expects normal wear and tear over time.

Residents who are elderly or have a disability are cautioned to avoid doing any repairs or cleaning that might endanger their safety. Arrangement for assistance should be made by the resident.

MPHA Housekeeping Standards are divided into two parts. CLEANING and REPAIRS. A DEFINITIONS section at the end explains some words used in the Standards.

### 2. CLEANING

Cleaning is the responsibility of the tenant. The tenant, if available, should accompany staff on walk through of annual and any other inspections .

#### A. ALL ROOMS

- 1) Walls and ceilings surfaces shall be free from the accumulation of dirt, cobwebs, marks, mold, adhesives and grime.
- 2) Floors, baseboards and corners shall be free from the accumulation of dirt, grease and built-up wax. MPHA carpet shall be free of the accumulation of dirt, litter, paint and stains. Residents' carpet shall be clean and sanitary. Any stairs shall be free of clutter.
- 3) Windows and screens glass shall be free from the accumulations of dust, dirt and smudges. The window frame and sills shall be free from dust, dirt and mold. Window tracks shall be free from dust, dirt and debris and dead insects so that windows open and close smoothly. All window coverings such as shades, curtains, drapes, blinds, etc., shall be clean and not in a ragged condition to such an extent that they are an eyesore.

- 4) Doors, hardware, handrails and room trim shall be free from the accumulation of dust, dirt and grease. Sliding door tracks shall be free from dust, and debris so that they slide smoothly.
- 5) Electrical fixtures, outlets and cover plates shall be free from paint, dust, grease and grime.
- 6) Heat vents, radiators and cold air returns shall be free of visible dust, dirt, debris, food, grease and grime. Only the covers on cold air returns should be removed for cleaning.

B. KITCHEN (Also includes all items in Section A.)

- 1) Cabinets, cupboards, drawers, counter tops and pantry area shall be free of the accumulation of grease, grime, sticky substances, dust, paint, food spills and splatters.
- 2) Stove: The entire outside and inside of the range and oven including the knobs, drip pans, burners, grates, trim rings, the area under drip pans, inside oven, cook tops, racks and broiler pan shall be free from grease, dust, dirt, food spills and burnt on substances. Upon request, from highrise residents, MPHA will move stove and refrigerator for tenant and return after the tenant has completed cleaning behind the appliances.
- 3) Refrigerator: The entire outside and inside surfaces including the racks, trays, shelves, etc., shall be free from food spills, sticky substances, spoiled foods and accumulations of frost more than one-fourth inch thick. Defacement of surface is not allowed (stickers, adhesive backers).
- 4) Plumbing fixtures shall be free from dirt, grease and grime.

C. BATHROOM (Also includes all items in Section A.)

- 1) Shower walls, floor, tub, sink, medicine cabinet, etc. shall be free from the accumulation of mold, dirt, grime, paint splatters or other residue.
- 2) Toilet: Inside and outside of toilet bowl, tank and seat shall be free from stains, dirt, grime and odors.
- 3) Accessories: Towel bars, grab bars, shower seats, faucets, etc., shall be free from mold, dirt, grime, paint or other residue.

D. STORAGE

- 1) Combustibles or flammables shall not be stored in the dwelling unit. In family developments nothing shall be placed within two feet of the furnace, water heater or vent pipes (this is a major fire hazard). This area shall be free from loose dirt, litter, and cobwebs. Clothes shall not be thrown on the floor.
- 2) Perishable foods shall be properly refrigerated. No food or other items except clean cooking utensils shall be stored in the oven. Bulk foods are not to be stored in their original cloth or paper-based containers; these items must be stored in insect and rodent-proof containers. All refrigerated or frozen foods shall be stored in containers or properly wrapped in foil, plastic wrap, freezer wrap, etc.

- 3) All personal property shall be stored in a manner to allow proper air circulation and swift exit in case of emergency and in a manner that will not attract pests or create a health or fire hazard. Items must be neatly stacked on shelves or in boxes and placed to allow for a safe traffic flow.

E. TRASH AND GARBAGE CONTAINERS:

All trash and garbage shall be stored in appropriate rodent-proof and leak-proof containers. Plastic liners are recommended; however, paper bags may be used. All discarded food and wet garbage must be wrapped and disposed of every day if paper bags are used instead of plastic liners. All grease and food spills shall be washed from both the inside and outside of the trash and garbage container. All trash and garbage must be sealed in bags or wrapped up before being put down the trash chute. Items that are too large to fit down the chute must be brought to the area on the first floor or area outside of building designated for such items.

Family development residents will be provided with City of Minneapolis trash carts at no cost to the resident at move-in. Containers for recycling items are also provided by the City. It is expected that all residents will participate in recycling. The monetary penalty imposed on MPHA by the City for residents who do not contribute items for recycling will be charged to the resident. (See Sales and Service Charge, Schedule Appendix "C".)

All residents shall refrain from leaving dirt, litter, trash or garbage in the public hallways, community spaces, laundry rooms, entries, grounds, etc., or soiling these areas or building furniture. Garbage is to be deposited only in the trash containers located in any of the public areas.

F. REPAIRS

It is the responsibility of the resident to notify the Work Order Department immediately when MPHA equipment doesn't work right or when repairs are needed

- 1) Walls, ceiling, doors and room trim: There shall be no holes in walls or ceilings other than small holes made for hanging pictures or plants. Objects such as pictures may be hung on walls. Only picture nails or proper ceiling hooks or concrete anchors may be used to secure objects. Avoid making numerous and excessively large holes. Hardware shall be in good working condition.
- 2) Floors shall be free of broken or missing tile, gouges, holes, burns, etc. Any such conditions must be reported to management.
- 3) Windows and screens: Windows shall be free from open cracks, chips, holes or missing glass. Corner cracks under 4" long running between adjacent window edges are acceptable as long as the two (2) pieces of glass are flush and tight. Windows shall open and close easily. In the event repair is needed, the management office should be notified for repair.
- 4) Electrical and plumbing fixtures shall be in good working condition and intact.

- 5) Cabinets, counter tops and shelves shall be intact without burns, gouges, and breakage. Any such conditions must be reported to management. Hardware shall be in good working condition.
- 6) Appliances shall be intact and in good working condition.
- 7) Smoke detectors, no covering, disconnecting or other tampering with smoke detectors is allowed. This is a Minneapolis city code item and is also a lease violation.
- 8) Other items, grates, grilles, vents, radiators, thermostats, etc., shall be intact and in good working condition.

## HOUSEKEEPING STANDARDS - RESIDENTS IN ROWHOUSE DEVELOPMENTS AND SCATTERED SITE HOMES:

### 1. EXTERIOR PROPERTY AREAS (Areas outside your apartment or house)

#### A. STANDARD

Yards shall be neat and free from rubbish, garbage or litter. This includes the grass, walks, steps, parking lots, patios, balconies, decks, window wells, and other grounds as assigned to the individual dwelling.

#### B. YARD MAINTENANCE

All weeds and saplings shall be removed along foundations, privacy fences, walks, steps, and window wells. Bushes and hedges shall be trimmed each year in Scattered Sites. Grass shall be cut often enough so that it will never exceed five (5) inches in height. Yards shall be kept free from the accumulation of leaves or long, cut grass.

Constant or repeated heavy traffic over the same area by the residents or their guests will cause or contribute to the wearing down of grass or erosion of soil. Such damage is chargeable to the resident.

Gardens are permitted with Management's prior written approval. However, there may be additional charges to restore the yard to its original condition. There shall be no damage to trees and shrubs that would inhibit growth or detract from their appearance.

#### C. GARAGES, FENCES, GATES AND HARDWARE: Shall be kept in good repair and working condition.

#### D. EXTERIOR STRUCTURE: The exterior walls and doors of the house or apartment shall be kept free of accumulation of dirt. All window glass shall be kept clean. Residents shall inform the PHA when there is graffiti on their building, fences, sidewalks, etc. as soon as possible. Any exterior damage to the building such as bent, broken or missing downspout, handrails, storm doors and hardware, security screens, or other property such as sidewalks, etc. shall be reported to the PHA as soon as possible.

#### D. SNOW AND ICE REMOVAL: Snow and ice shall be removed from all assigned walks and steps within 24 hours of the snowfall as per Minneapolis City Code.

## DEFINITIONS

accumulation	a heap, pile of collection
adhesve	a substance such as glue, cement or tape
baseboard	board or covering at bottom of the wall
bulk food	large quantity of food sold in paper, plastic or cloth bags; foods that are not packaged
burn	marks caused by a hot item such as a hot pan, cigarette, iron, etc., being placed or dropped on a surface
burnt on food	food on surfaces of stove that has been burned or baked (black or brown in appearance)
clutter	items not in an orderly condition such as clothes, newspaper, boxes lying around
cobwebs	webs caused by spiders or dust
combustible	material capable of burning and is easily ignited
cuts	made by sharp object, such as a knife, that penetrate the surface
debris	the scattered remains of something broken or destroyed, or items improperly discarded
dirt	a filthy or soiling substance, such as mud, dust or grime
dust	light, fine, dry particles of dirt
flammable	capable of being easily ignited and burning or exploding very quickly.
flush fitting	fitting tightly together, no movement between parts; example, baseboard around wall
food spill	food that has been dropped on surfaces
free from	nothing there, such as no grease, dirt, grime, etc.
garbage	discarded remains of food
gouges	grooves or holes in floor, counter tops, etc.
grease/greasy	oily in appearance, sticky or slippery to touch
grime	soot, dirt, substances embedded in a surface
intact	not damaged, not broken, not cracked or defaced
normal wear	

and tear	regular use (excluding abuse) which contributes to the "wearing out" of an object over its normal life expectancy
perishables	food that will spoil unless properly stored
ragged condition	downgrades the appearance of the building
residue	something that remains on a surface, such as a film or scum from soap, dirt, etc.
rubbish	trash or garbage
scratch	a mark that penetrates the surface
smudge	excessive blurry spots or streaks
splatter	drops of food, paint, etc., on surface
stain	an unremovable soiled or discolored spot
sticky substance	glue, food grease, honey, sugar, etc.
trash	worthless or discarded non-food items
wax build-up	several layers of wax on the floor, baseboard, or other surfaces

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# APPENDIX "F"

## RENT COLLECTION POLICY

### 1. MONTHLY RENT

Monthly rent is due and payable in full on or before the first of each month.

Rent should be paid by check or money order, through the mail, using the return envelope and the bottom portion of the rent statement. If rent is not paid by the middle of the month, a notice of lease termination will be mailed to the resident. Once the notice of termination has been issued, no partial payment of rent will be accepted.

If rent is not paid by the date indicated in the lease termination notice, an Unlawful Detainer court action will be filed for the amount of rent owed at the time of filing plus any service or court costs.

An Unlawful Detainer court hearing will be held and a Writ of Restitution may be issued for eviction within 24 hours of the court decision.

MPHA will not accept delinquent rent money after a Writ of Restitution has been ordered.

MPHA will pursue lease termination for tenants who have filings of two Eviction Actions for non-payment of rent within four consecutive months or 3 Eviction Actions for non-payment of rent in 12 consecutive months.

### 2. SALES AND SERVICE< RETROACTIVE RENT, SECURITY DEPOSIT.

- A. All amounts owed are due and collectable 30 days after Management gives written notice t the tenant that charge has been assessed unless a Formal Repayment Agreement has been signed by the tenant and MPHA.
- B. In cases where MPHA has agreed to allow a tenant to make a Formal Repayment Agreement, the repayment schedule may not exceed a twelve (12) month time period, except with the approval of the Manager of Leasing and Occupancy or the Assistant Director of Property Management. Security Deposits must be paid in three months.
- C. Failure to pay in full or to maintain the terms of the Formal Repayment Agreement will result in filing of an Unlawful Detainer action.
- D. Charges for freezers, air conditioners or other such approved appliances must be paid in full when charged.

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# APPENDIX "G"

## SPECIAL HOUSING SITUATIONS

### 1. ELDERLY-ONLY OCCUPANCY

Fifteen of MPHA's highrise buildings have been approved for designation for occupancy by persons or families whose head or spouse/co-head or sole member is 62 years of age or older or near elderly (50-62).

**1314 - 44th Avenue North**  
**\*600 - 18th Avenue North**  
315 Lowry Avenue North  
**\*1717 Washington St. NE**  
828 Spring Street NE  
314 Hennepin Avenue  
**\*1815 Central Avenue NE**  
**\*2533 1<sup>st</sup> Ave S**

630 Cedar Avenue South  
**3110 Blaisdell Ave S**  
**\*115 W 31 St.**  
3121 Pillsbury Ave S  
\*1515 Park Avenue  
**2728 East Franklin Avenue**  
**\*1710 Plymouth Avenue N**

\*Units in these buildings which are especially designed to be accessible to persons with handicaps or disabilities will be leased to persons in need of that accessibility regardless of age, if no elderly or near-elderly applicant or tenant is in need of the adaptation.

Implementation of the elderly only occupancy policy will be phased in. The initial phase involved conversion of three highrises, 1815 Central Avenue Northeast, 1314 44th Avenue North, and 2728 East Franklin Avenue South which were designated on February 8, 1995. Since that time four other buildings have been designated as indicated in **bold** above. As of January 2000 1,449 of MPHA's 4,855 highrise units have been designates. Additional highrise buildings will be designated as approved by the designation committee. No resident of an "elderly-only building" will be required to move as a result of their building's designation. Residents will, however, be allowed to transfer out of a building that is designated "elderly-only" if they wish to do so. The transition of a highrise becoming "elderly-only" will be gradual and handled through normal attrition and according to the following:

- A. When a building is first designated for "elderly-only" occupancy, vacant units will be filled first with current residents, 62 years of age and older, who wish to move out of a general occupancy building into a designated building. This is a one-time-only transfer opportunity to move under this plan.
- B. The next block of current residents who would be offered a chance to move into an elderly-only building (as a one-time-only opportunity) would be the "near-elderly" family head of household who is 50 - 61 years old.
- C. MPHA will offer current residents a one-time transfer opportunity to allow "elderly" and "near-elderly" residents to move into designated buildings; as well as to all "non-elderly" individuals and families an opportunity, should they so desire, to move to general occupancy building.
- D. If there are still vacant units available, those units would first be offered to an approved "elderly" applicant currently on MPHA admission waiting list who wishes to live in an "elderly-

only building." If there are still units available, the next group of approved applicants who would be offered a chance to live in a designated building would be "near-elderly" persons who wish to live in an "elderly-only" building.

- E. If a vacant unit in designated buildings is still vacant after 60 days, and there are no "elderly" or "near-elderly" applicants who will move into the unit, it will then be offered to other applicants on the waiting list, regardless of their age, in their order on the waiting list.

## 2. SPECIAL HOUSING/SUPPORTIVE SERVICES PROGRAMS

Six Special Housing/Supportive Services Programs operate on MPHA premises and are administered by community service agencies. The purpose of these programs is to provide program participants with necessary assistance which enables them to function in compliance with MPHA's Dwelling Lease.

- A. Eligibility Criteria: Applicants for any of the Special Housing/Supportive Services Programs must meet MPHA's general eligibility criteria as set forth in Part II. In addition, each Special Housing/Supportive Services Program has its own specific eligibility requirements.

- B. The following programs are located within MPHA highrises

- 1) SEARCH - 630 Cedar Avenue South

This program provides adults who have a primary diagnosis of epilepsy with 24 hour emergency assistance and monitoring services. Clients are also taught independent living skills and can receive individual counseling and support services necessary to attain their goals. Maximum capacity: 16 clients, minimum capacity: 12 clients. There are no contract units in this program.

- 3) NEW BEGINNINGS (Accessible Space) - 1707 3rd Ave S

This program provides traumatically brain injured, mobility impaired, and physically disabled adults support services which include: Case management; encouraging development of social, employment related and/or independent living skills, personal care services, assistance with cooking and cleaning and 24 hour staff coverage.

Maximum capacity is 20 residents. Unit utilization is contracted with the following units currently in use: **208**, 604, **701**, **802**, 807, **1006**, 1106, 1202, 1604, 1802, 1804, **1805**, 1806, **1807**, **1809**, 2106, and 2107.

- 4) SIGNE BIRCKHARDT MANOR - 2533 1st Avenue South

This location is used solely for services to frail and elderly clients age 65 and over. Services provided are: On site nursing 12:30-5:00 p.m., Monday-Friday, on call nursing after hours, assistance with personal care, case management, three nutritionally balanced congregate meals, weekly housekeeping, weekly laundry, 24 hour emergency response, assistance with medications, and planned recreational activities.

- 5) LYNDALE MANOR- 600 18th Ave N

This program provides services to frail and elderly adults as well as adults with disabilities who require assistance with independent living. Service provided are: three balanced meal a day, homemaker/chore services -- housekeeping and other services

provided as needed, home health aide/home nursing -- nursing and personal care at home as needed, 24 hour emergency response, and case management.

The maximum capacity for this program is thirty residents.

6) RAINBOW MANOR - 1710 Plymouth Avenue North

This program provides services to frail and elderly adults age 65 and older as well as adults with handicaps/disabilities who require assistance with independent living. Services provided are: Assistance with personal care, case management, two nutritionally balanced congregate meals daily, weekly housekeeping assistance, emergency response 7:00 a.m. - 11:00 p.m. , assistance with medications, weekly bathing assistance, planned recreational activities, and on-call nursing.

The maximum capacity for this program is 40 and the minimum is 36. There are six handicapped accessible units within the building. Plans include housing clients in this program on the second through fourth floors and then scattered throughout the rest of the building.

7) GRACE PLACE- 630 Cedar Avenue South

This program began in January 1999 and provides services to frail, elderly and disabled residents. Grace Place offers a unique blend of services that provides culturally specific programming to Korean elders. Their goal is to serve 30 people.

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# APPENDIX "H"

## FLAT RENTS

Effective October 1, 1999

### Highrise Units

Studio	One Bedroom			
\$416.00	\$535.00			

### Rowhouse Units

One Bedroom	Two Bedroom	Three Bedroom	Four Bedroom	
\$535.00	\$584.00	\$825.00	\$948.00	

### Scattered Site Units

Two Bedroom	Three Bedroom	Four Bedroom	Five Bedroom	Six Bedroom
\$684.00	\$925.00	\$1048.00	\$1205.00	\$1362.00

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# APPENDIX "I"

## SCHEDULE OF SECURITY DEPOSITS

### Highrise Units

All highrise units regardless of size				
\$150.00				

### Rowhouse Units

One Bedroom	Two Bedroom	Three Bedroom	Four Bedroom	
\$150.00	\$150.00	\$200.00	\$250.00	

### Scattered Site Units

Two Bedroom	Three Bedroom	Four Bedroom	Five Bedroom	Six Bedroom
\$300.00	\$350.00	\$400.00	\$400.00	\$400.00