

PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL

SECTION 8 HOUSING CHOICE VOUCHER ADMISSION AND OCCUPANCY POLICIES

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February 23, 2000**

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**NOTICE TO ALL HOLDERS OF THE SECTION 8 HOUSING CHOICE VOUCHER
ADMISSION AND OCCUPANCY POLICIES:**

The Policies contained herein are subject to change, without prior notice to Policyholders, by action of The Department Of Housing and Urban Development and/or the Commissioners Of The Public Housing Agency Of The City Of Saint Paul. The regulations of the Department of Housing and Urban Development for the Section 8 Housing Choice Voucher Admission and Occupancy Policies are incorporated by reference as if fully set forth herein.

Section 8 Admission & Occupancy Policies

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**PART ONE:
ELIGIBILITY FOR PARTICIPATION**

I. Overview:

Only families and individuals who meet program eligibility requirements can receive Section 8 rental assistance. The following six factors determine whether an applicant is eligible:

Refer to:

24 CFR
§982.201(a),(c)

A. Family Status Requirement: A “Family” includes but is not limited to:

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

B. Owner-Occupant Restrictions: The PHA cannot assist applicants who own or have a financial interest in the dwelling unit they intend to rent. If the unit is owned as a cooperative, an applicant who is a member of the cooperative may receive Section 8 rental assistance, provided they meet all other eligibility requirements.

§882.118(b)
§882.110(g)(1)
(2)

C. Adult Head of Household: The head of household must be age eighteen or older.

§982.308(a)

D. Social Security Number Requirement: The applicant must provide the Social Security number (SSN) and valid Social Security card for all family members unless one of the exceptions stated in HUD regulations applies.

§5.216;
PIH 2010-3
§882.118(a)
§982.551(b)(3)

Citizens and lawfully present noncitizens who state that they have not been assigned a SSN by the SSA should make such declaration in writing and under penalties of perjury. The documentation must be disclosed in the tenant file.

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E. Penalties for Failure to Disclose Social Security Number and/or Provide Required Documentation.

1. Unless one of the exceptions stated in HUD regulations applies, the PHA must deny the eligibility of an applicant if he or she (including each member of the household who is required to disclose his/her SSN) does not disclose a SSN and/or provide the required documentation for the SSN.
2. However, if the family is otherwise eligible for admission to public housing, the family may maintain its position on the waiting list for not more than 60 days after it is found to meet all other eligibility requirements.

F. United States Citizenship Status Requirements: §982.551(b)

1. An applicant who is a citizen must sign a declaration of U.S. citizenship.
2. Applicants who are age 62 or older who are non-citizens must sign a declaration of eligible immigration status and provide a proof of age document. §982.552
§5.500
3. Other non-citizen applicants must sign a declaration of eligible immigration status, a signed verification consent form, and U.S. Immigration and Naturalization Service forms to establish their eligibility for Section 8 rental assistance.

G. Income Limits Requirement: The applicant family or individual must meet income requirements and the PHA must attempt to target 75% of new admissions to the Extremely Low Income category. §982.201
§982.201(b)(2)
(i)

1. The family is eligible if their annual income is at, or below, the income limit set for Very Low Income Families. This income limit is based upon 50% of the median income for the area.
2. The family is eligible if their annual income is between 51-80% of the median income for the area, and any of the following categories apply:
 - a. Families “continuously assisted” in Public/Indian, Section 23 or Section 8 housing;
 - b. Families physically displaced by rental rehabilitation;
 - c. Non-purchasing tenants of certain homeownership programs;
 - d. Tenants displaced from certain Section 221 and 236 projects;

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and

- e. Low income families residing in certain HUD-owned projects (these families are eligible for a Certificate only)
3. The Department of Housing and Urban Development (HUD) may authorize Section 8 assistance for specific uses. Under these circumstances, assistance could be provided to families with low incomes, meaning anticipated annual income between 51-80% of the median income for the area. §982.203(a)(b)
4. The PHA examines the current family income and projects it forward for the next twelve months to calculate anticipated annual income. A period of less than twelve months may be used if the family's source of income is temporary or unusual and will not likely recur in the next twelve months. No deductions or allowances are subtracted from the total annual income in determining the family's eligibility for the program. §813.106(a)
§813.106(d)
5. The income limit restrictions do not apply to a family already being assisted by the Section 8 Program. The family will not be required to leave the program if their income exceeds the current income limit.
6. In determining the income eligibility of a student at an institution of higher learning who is under age 24, the income eligibility of the parent(s) of the student may also have to be determined. See the section below and **Appendix N, Students' Eligibility for Vouchers.**

H. Eligibility of Adult Students for Section 8 Vouchers.

An adult student under age 24, enrolled at an institution of higher learning, may be ineligible for Section 8 Housing Choice Vouchers or Project-Based Voucher (PBV) assistance, based on the financial situation of the student's parents.

In general, a student under age 24 can be eligible for Section 8 assistance if the student is:

1. Financially independent from his or her parents; or
2. A veteran of the U.S. military; or
3. Married, or
4. A person with disabilities who was receiving Section 8 assistance as of November 30, 2005; or
5. Has dependent children.

If the student does not meet one or more of those exceptions, the

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student will only be eligible for Section 8 if the student's parents' income is within the Section 8 income limits. The student's own income must also be within the Section 8 income limits.

The restrictions do not apply to students living with their parents in a Section 8-assisted unit or students who live with parents who are themselves applying to receive Section 8 assistance.

See **Appendix N, Students' Eligibility for Vouchers.**

II. Denial or Termination of Assistance

A. Denial of assistance for an applicant may include any or all of the following: 982.552(c)

1. Denying listing on the PHA waiting list,
2. Denying or withdrawing a certificate or voucher,
3. Refusing to enter into a HAP contract or approve a lease,
4. Refusing to process or provide assistance under portability procedures.

In deciding to deny or terminate assistance based on a violation of law, rules, or other requirements, the PHA has the discretion to consider all of the circumstances in each case, including but not limited to the following: §982.552

- The seriousness of the offense;
- The length of time since the offense;
- The number of offenses, and;
- The extent of participation or culpability of each family member.

In addition, the PHA may consider any mitigating circumstances related to a disability of a family member and the effects of denial or termination of assistance on other family members who were not involved in the action.

The Violence Against Women and Justice Department Reauthorization Act of 2005 ("VAWA") protects qualified applicants or tenants and family members of applicants or tenants who are victims of domestic violence, dating violence, or stalking from being evicted or terminated from housing assistance based solely on acts of such violence against them. (See **Appendix K, VAWA Policy**)

B. Requirement to Deny or Terminate Assistance:

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1. The PHA must terminate assistance for a family evicted from housing assisted under Section 8 for a serious violation of the lease.
 - a. Expungement of eviction records. For families who are terminated from the Section 8 Program due to an eviction for serious and repeated lease violations, who had an eviction action filed against them in court for those lease violations and who can show within six months from the date of the filing of the eviction action that that specific eviction action has been expunged, those families will have their Section 8 assistance reinstated upon their request.
 - b. Victim of Domestic Violence. A property owner participating in the Section 8 program must not evict a family for serious or repeated lease violations or criminal activity related to domestic violence, dating violence or stalking, solely because a family member is a victim of domestic violence, dating violence or stalking. The property owner or the PHA may require that a household member who is the perpetrator of such criminal acts be removed from the lease. (See **Appendix M, VAWA Policy**)
 - c. The PHA may deny or terminate assistance, and the property owner may terminate the lease and evict the family, including the family member who is or claims to be a victim of such domestic violence if
 - i. The tenant fails or refuses to provide a signed certification or other documentation within 14 business days after being asked to do so; or
 - ii. There is an actual and imminent threat to other tenants, staff (of the property owner or the PHA) or persons providing service to the property if the tenant is not evicted or terminated from assistance.
2. The PHA must deny admission or terminate assistance for a participant if any member of the family fails to sign and submit consent forms needed to obtain information required for administration of the program.
3. The PHA must deny admission or terminate assistance for a participant if any family member fails to submit required evidence of citizenship or eligible immigration status.
4. The PHA must deny admission or terminate assistance for a participant who is required to register for life under any states' §982.553

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sex offender registration program.

5. The PHA must deny admission or terminate assistance for any household that includes a member who has been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of any federally assisted housing.
6. The PHA must deny or terminate assistance if any family member fails to meet the eligibility requirements concerning individuals enrolled at an institution of higher education as specified in 24 CFR 5.612. See **Appendix N, Students' Eligibility for Vouchers**.

C. Grounds for Denial or Termination of Assistance:

§982.552

1. If the family violates any family obligations under the program, including the requirement that the family supplies any information that the PHA or HUD determines is necessary in the administration of the program. "Information" includes any requested certification, release or other documentation.
2. If any member of the family has been evicted from federally assisted housing in the past five (5) years;
3. If a Housing Authority (HA) has ever terminated assistance under the certificate or voucher program for any member of the family within the past five (5) years ;
4. If any member of the family commits drug-related criminal activity, or violent criminal activity;
5. If any member of the family commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
6. If the family currently owes rent or other amounts to the PHA or to another HA in connection with Section 8 or public housing assistance under the 1937 Act;
7. If the family has not reimbursed any HA for amounts paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease;
8. If the family breaches an agreement with the PHA to pay amounts owed to a Housing Authority;
9. If the family has engaged in, or threatened, abusive or violent

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behavior toward PHA personnel;

10. If any member of the family fails to sign and submit consent forms for obtaining information.
11. If a Welfare to Work (WTW) family fails to fulfill its obligations under the WTW voucher program.
12. Victim of Domestic Violence. The PHA will not deny or terminate assistance solely because a family member is or has been a victim of domestic violence, dating violence or stalking. See above, Section B.1.b., and **Appendix M**.
13. Perpetrator of Domestic Violence. The PHA may deny or terminate the assistance of any member of an assisted household who engages in criminal activity directly related to actual or threatened domestic violence, dating violence, or stalking, without affecting the assistance of the remaining household members.

D. Ineligibility If Evicted For Drug-Related Activity: Persons evicted from public housing, Indian housing, Section 23, or any Section 8 Program because of a drug-related criminal activity are ineligible for admission to Section 8 Programs for a three-year period beginning on the date of such eviction.

E. Denial for Illegal Use of Controlled Substance and Alcohol

§982.553

Abuse: The PHA may deny or terminate assistance of any person if the PHA determines that the person is illegally using a controlled substance and such use has occurred within one year before the date of denial or termination; that there is reasonable cause to believe the person abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents; or that there is reasonable cause to believe that the person's pattern of illegal use of a controlled substance or pattern of abuse of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.

1. The PHA may waive the policies prohibiting admission in these circumstances if the person demonstrates to the PHA's satisfaction that the person is no longer engaging in the illegal use of a controlled substance or abuse of alcohol and has successfully completed a supervised drug or alcohol rehabilitation program; has otherwise been rehabilitated successfully; or is participating in a supervised drug or alcohol rehabilitation program.

F. The PHA may at any time refuse to approve or withdraw approval of a person as a live-in aide if the proposed live-in aide has:

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- Committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program.
- Commits drug-related or violent criminal activity; or
- Currently owes rent or other amounts to the PHA or to another housing authority in connection with Section 8 or public housing.

FY 2011 Income Limits Summary

Ramsey County, Minnesota										
FY 2011 Income Limit Area	Median Income	FY 2011 Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Ramsey County	\$82,700	Very Low (50%) Income Limits	\$28,950	\$33,100	\$37,250	\$41,350	\$44,700	\$48,000	\$51,300	\$54,600
		Extremely Low (30%) Income Limits	\$17,400	\$19,850	\$22,350	\$24,800	\$26,800	\$28,800	\$30,800	\$32,750
		Low (80%) Income Limits	\$44,950	\$51,400	\$57,800	\$64,200	\$69,350	\$74,500	\$79,650	\$84,750

III. The Waiting List

- Households must complete a pre-application to be considered for the waiting list.
- Households must complete an application to participate in the Section 8 Program.
- Applicants must supply any information the PHA or HUD determines is necessary in the administration of the program. Information includes any requested certification, release or other documentation.

§982.202
 §982.204(a)
 §982.205(a)

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- Eligible applicants are put on a waiting list for admission that uses the date and time of application and preference factors to determine priority of placement.
- The PHA may admit a family that is not on the PHA waiting list or without considering that family’s position on the waiting list as a special admission.
- If a household on the waiting list divides into two separate households, both may remain on the waiting list with the same application date but a resulting household with minor children will have priority above one that does not have minor children.
- If a family is currently on the St. Paul Section 8 waiting list and ports into St. Paul using another Housing Authority’s voucher, that participant family’s name will be removed from the St. Paul Section 8 waiting list.

A. When Applications Are Taken:

1. Applications for assistance are taken at all times unless, in the judgment of the PHA, it should close the waiting list because it has a sufficient number of applicants it can serve in a reasonable period of time. §982.206
2. When the waiting list is closed the PHA will accept an application under the following circumstances: §982.206
 - a. HUD provides a special allocation of Section 8 assistance for a specific use or program and there are not sufficient applicants on the waiting list who meet the program criteria for the specific use or program.

B. Updating the Waiting List: No less than annually, the PHA will update the waiting list and remove the names of those applicants who are no longer interested in participating in the Section 8 Program or who no longer qualify, or who cannot be reached by telephone, mail, or any other means of communication. The PHA will establish a schedule for updating the waiting list. New applicants will be advised of the updating schedule. §982.204(c)

C. Reinstatement to the Waiting List: When applicants are removed from the waiting list because they could not be reached by telephone or mail, and they later contact the PHA regarding their continued interest in Section 8, they will be reinstated to the list if they contact the PHA within one year §982.204(c)

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from the date of their removal from the list. Their place on the waiting list will be based on their original date and time of application, but their preference status will be based on current circumstances.

- D. Closing and Opening the Waiting List:** Before suspending or resuming taking applications, the PHA will issue a public announcement. The announcement will be published in local newspapers at least two weeks before the waiting list is opened or closed. §982.206(a)(2)

IV. Calculating Annual Income

- A. Annual Income:** Annual income is the anticipated total income from all sources listed in this section received by or on behalf of the head of household and spouse (*even if temporarily absent*); and any other family member unless specifically excluded by federal regulation. §5.609(a)

1. Annual income will be anticipated for the twelve-month period following the effective date of initial determination of eligibility or the effective date of the re-examination of income. If it is not feasible to anticipate a level of income for a twelve-month period, the income anticipated for a shorter period may be **annualized**, subject to a re-determination at the end of the shorter period.

2. Annual income includes, but is not limited to the following:

- a. The full amount, before any payroll deductions, of **wages and salaries**, including compensation for overtime and other compensation for personal services. §5.609(b)(1)

- b. Net income from operation of a **business or profession**. §5.609(b)(2)

(1) Expenditures for business expansion or amortization of capital indebtedness will not be used as deductions in determining net income.

(2) An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations.

(3) Any withdrawal of cash or assets from the operation of a business or profession shall be included in income, except to the extent the withdrawal is reimbursement of

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cash or assets invested in the operation by the family.

- c. Interest, dividends, and other **net income of any kind** from assets whether real or personal property or instruments such as stocks, bonds, certificates of deposit. §5.609(b)(2)
 - (1) Expenditures for amortization of capital indebtedness shall not be used as a deduction in determining net income.
 - (2) An allowance for depreciation of real or personal property may be deducted from the interest, dividends or other net income derived from the property (*straight line depreciation shall be used as provided in Internal Revenue Service regulations*).
 - (3) Any withdrawal of cash or assets from an investment shall be included in income except to the extent the withdrawal is reimbursement of cash or assets invested by the family. §5.609(b)(3)
 - (4) Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate as determined by HUD.
 - (5) Actual income from assets if total assets are \$5,000 or less.
- d. The full amount of periodic payments before deductions, received from **Social Security, annuities, periodic payments from insurance policies, retirement income, pensions, disability or death benefits**, and other similar types of periodic receipts. §5.609(b)(4)
- e. Payments in lieu of earnings, such as **unemployment and disability compensation, Worker’s Compensation and severance pay**. (*Note the exclusion of lump sums to income listed in the following Section B. 4.*) §5.609(b)(5)
- f. **Welfare assistance payments:** §5.609(b)(6)
 - 1. If the household’s welfare payment (MFIP or other) is reduced because of an act of fraud by a family member or because of any family member’s failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent

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required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.

2. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted as income.

- g. Periodic and determinable allowances, such as **alimony and regular contributions or gifts**, including amounts received from any person not residing in the dwelling. §5.609(b)(7)
- h. **All regular pay, special payments and allowances** (*such as longevity, overseas duty, rental allowances, allowances for dependents, etc.*), received by a **member of the Armed Forces** (*whether or not living in the dwelling*) who is head of the family, spouse, or other family member whose dependents are residing in the unit. §5.609(b)(8)
- i. Payments to the head of the household for **support of a minor**, or payments nominally to a minor for his support, but controlled for his benefit by the head of the household or a resident family member other than the head, who is responsible for his support. §5.609(b)(7)
- j. **Relocation payments** made to displaced households made under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 or under 104(d) of the Housing and Community Development Act. The amount of income to be included will be based upon the number of months remaining in their 42 or 60 months entitlement since the date the family received its first replacement housing payment. 49 CFR 24.208 (Department of Transportation Regulations), HUD Handbook 1378, §2-8
- k. Student Financial Assistance. Scholarships and grants (not loans) are included in Annual Income to the extent that the scholarships and grants exceed actual tuition costs, for a student under the age of 24 who is enrolled at an institution of higher learning and who is applying for or receiving Section 8 rent assistance on his or her own, and not as part of his or her parents' household. Such scholarship assistance is not counted as annual income if the student is younger than 18, or is 24 or older, or is financially independent from his or her parents, or is a veteran of the U.S. military, or is married, or has dependent children. See also VI.B.5. below and **Appendix N Students' Eligibility**

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for Vouchers.

B. Annual Income Does Not Include:

1. **Non-recurring income**, defined as: 24 CFR 5
 - a. Temporary, non-recurring or sporadic income (including gifts). §5.609(c)(9)
 - b. Amounts which are specifically received for, or are a reimbursement of, the cost of medical expenses for any family member. §5.609(c)(4)
2. **Income from employment of minors (*including foster children*)**. §5.611(c)(1)
3. **Income of certain care providers:**
 - a. **Foster Care:** Payments received for the care of foster children or foster adults. §5.609(c)(2)
 - b. **Care Attendant or Live-In Aide Income:** Income of a Care Attendant will not be counted in determining the family's income if the PHA determines that the care attendant is essential to the care and well being of a family member. §5.609(c)(5)
 - c. **Care of a Disabled Family Member:** Amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home. §5.609(c)(16)
4. **Lump-sum Additions:** Lump-sum additions to family assets; such as, but not necessarily limited to: §5.609(c)(3)
 - a. Inheritances;
 - b. Insurance payments, including payments under health and accident insurance and worker's compensation;
 - c. Capital gains;
 - d. Settlements for personal or property losses;
 - e. Deferred periodic payments of Supplemental Security Income (SSI) and Social Security benefits that are received in a lump sum payment. §5.609(c)(14)

5. **Scholarships** §5.609(c)(6)
- a. **Student Financial Assistance;** The full amounts of student financial assistance, whether paid directly to the student or to the educational institution, are excluded from annual income if the student is younger than 18, or is 24 or older, or is financially independent from his or her parents, or is a veteran of the U.S. military, or is married, or has dependent children. See **Appendix N Students' Eligibility for Vouchers**
 - b. Scholarships that are included in annual income for determining eligibility: See VI.A.2.k. above.
5. **Hostile fire pay:** The special-duty pay to a family member serving in the Armed Forces who is exposed to hostile fire. §5.609(c)(7)
6. Income from **certain training programs:**
- a. Amounts received under training programs funded by HUD as determined by the program's guidelines. §5.609(c)(8)(i)
 - b. Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income (SSI) eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS). §5.609(c)(8)(ii)
 - c. Amounts received 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.*). The payments must be made solely to allow participation in a specific program. §5.609(c)(8)(iii)
 - d. A resident service stipend, not to exceed \$200 per month, received by a resident for performing a service for the owner, on a part-time basis, that enhances the quality of life in the development. Payment in excess of \$200 a month will cause the entire amount to be considered income. No resident may receive more than one such stipend during the same period of time. §5.609(c)(8)(iv)
8. **Certain earnings disregarded:** Effective May 1, 2001, **for persons with disabilities**, the incremental earnings due to employment during a cumulative 12-month period following date of the initial hire shall be excluded. This exclusion is only §5.617

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available to the following families:

- a. Families whose income increases as a result of employment of a family member with a disability who was previously unemployed (defined as having earned, in the twelve 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) for one or more years.
- b. Families whose income increases as the result of new employment or increased earnings by a family member with a disability during participation in any economic self-sufficiency or other job training program.
- c. Families whose income increases as the result of new employment or increased earnings by a family member with a disability during or within 6 months after receiving assistance, benefits or services under a State TANF or Welfare-to-Work Program, provided that the total amount of such assistance, benefits and services over a six-month period is at least \$500.

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

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

9. **Reparation payments:** Reparation payments paid by a foreign government pursuant to claims filed under the laws of the government by persons who were persecuted during the Nazi era. §5.609(c)(10)
10. **Earnings in excess of \$480 per year for each full-time student** 18 years old or older (*excluding the head of household or spouse*). §5.609(c)(11)
11. **Adoption assistance payments** in excess of \$480 per adopted child. §5.609(c)(12)
12. **Refunds or rebates** received by the family under state or local law for property taxes paid on the dwelling unit. §5.609(c)(15)
13. **Statutory Exclusions:** Amounts specifically excluded by any other federal statute from consideration as income for purposes §5.609(c)(17)

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of determining eligibility or benefits under a category of assistance programs that includes assistance under the National Housing Act of 1937 or Section 236 of the National Housing and Community Development Act of 1974.

Annual income does not include:

- a. The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b));
- b. Payments to volunteers under the domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g), 5058);
- c. Payments received under the Alaska Native Claims Settlement Act (43 U.S.C. 1626(c));
- d. Income derived from certain submarginal land of the United States that is held in trust for certain Indian Tribes (25 U.S.C. 459e);
- e. Payments or allowances made under the Department of Health and Human Services Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f));
- f. Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b); (effective July 1, 2000, references to Job Training Partnership Act shall be deemed to refer to the corresponding provision of the Workforce Investment Act of 1998 (29 U.S.C. 2931);
- g. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians (Pub. L. 94-540, 90 Stat. 2503-2504);
- h. The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted land, including the first \$2000 per year of income received by individual Indians from funds derived from interests held in such trust or restricted lands (25 U.S.C. 1407-1408);
- i. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under Federal work-study program or under the Bureau of Indian Affairs student assistance programs (20 U.S.C. 1087uu);

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- j. Payments received from programs funded under Title V of the Older Americans Act of 1985 (42 U.S.C. 3056(f));
- k. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the *In Re Agent-product liability litigation*, M.D.L. No. 381 (E.D.N.Y.);
- l. Payments received under the Maine Indian Claims Settlement Act of 1980 (25 U.S.C. 1721);
- m. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursements for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858q).
- n. Earned income tax credit (EITC) refund payments received on or after January 1, 1991 (26 U.S.C. 32(j));
- o. Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation (Pub. L. 95-433);
- p. Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990 (42 U.S.C. 12637(d));
- q. Any allowance paid under the provisions of 38 U.S.C. 1805 to a child suffering from spina bifida who is the child of a Vietnam veteran (38 U.S.C. 1805);
- r. Any amount of crime victim compensation (under the Victims of Crime Act) received through crime victim assistance (or payment or reimbursement of the cost of such assistance) as determined under the Victims of Crime Act because of the commission of a crime against the applicant under the Victims of Crime Act (42 U.S.C. 10602); and
- s. Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998 (29 U.S.C. 2931).

Assets	
Table 1-2:	
A. Assets Include:	B. Assets Do Not Include:
<ol style="list-style-type: none"> 1. Amounts in savings accounts and six- or twelve-month average (whichever bank provides) balance for checking accounts. If a bank does not provide a 6 or 12-month average for checking accounts, the current balance will be used. 2. Stocks, bonds, savings certificates, money market funds and other investment accounts. 3. Equity in real property or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset <u>and</u> reasonable costs (<i>such as broker fees</i>) that would be incurred in selling the asset. 4. The cash value of trusts that are available to the household. 5. IRA, Keogh and similar retirement savings accounts, even though withdrawal would result in a penalty. 6. Contributions to company retirement/ pension funds that can be withdrawn without retiring or terminating employment. 7. Assets, which, although owned by more than one person, allow unrestricted access by the applicant. 8. Lump sum receipts such as inheritances, capital gains, lottery winnings, insurance settlements, and other claims, deferred SSI and Social Security payments paid in a lump sum. 9. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc. 10. Cash value of life insurance policies. 11. Assets disposed of for less than fair market value during two years preceding certification or recertification. 	<ol style="list-style-type: none"> 1. Necessary personal property, except as noted in Column A; item 9 of this Table. 2. Interest in Indian Trust lands. 3. Assets that are a part of an active business or farming operation. <p style="margin-left: 40px;">NOTE: Rental properties are considered personal assets held as an investment rather than business assets unless real estate is the family's main occupation.</p> <ol style="list-style-type: none"> 4. Assets not accessible to the family and which provide no income for the family. 5. Vehicles especially equipped for the handicapped. 6. Equity in owner-occupied cooperatives and manufactured homes in which the family lives. <div style="background-color: #e0e0e0; padding: 10px; border: 1px solid black; margin-top: 10px;"> <p>Counts as income:</p> <ol style="list-style-type: none"> 1. Actual income from assets if total assets are \$5,000 or less; 2. If assets are more than \$5,000, the greater of <ul style="list-style-type: none"> - Actual income from assets, or - Total assets x HUD passbook rate </div>

V. Verifying Applicants' Statements and Incomes

- Applicants shall be required to furnish proof of their statements when requested by the PHA.
- All eligibility determinations will be fully documented in the files.
- The PHA will utilize HUD's online "Upfront Income Verification" and "Enterprise Income Verification" (UIV/EIV) systems to the greatest extent feasible to verify employment, income and other eligibility information for all applicants and participants.

24CFR
§5.233

- A. Applicant Releases:** Applicants are required to sign release forms that authorize necessary third party verifications that include, but are not limited to, income and assets. If sufficient verification for some or all income sources is obtained through HUD's online UIV/EIV system or third party documentation provided by the applicant, the applicant will not be required to sign release forms for those income sources.
- B. Documentation from Applicant:** Applicants are required to submit documentation to the PHA to verify statements related to program eligibility.
- C. Use of Confidential Information:** Information that is obtained directly from applicants or from those persons authorized by the applicant will be used or disclosed only for purposes relating directly to the administration of the Section 8 Program. All information that is "private data on individuals" under the Minnesota Government Data Practices Act (*Minn. Statutes Sec. 13.01 and following*) will be handled in compliance with that law. Information obtained from HUD's online UIV/EIV systems will be used, stored and disposed of in compliance with HUD requirements.
- D. Family Composition and Residency:** Certification by applicants will normally be considered sufficient verification of family composition and residence as provided by the applicant's signature on the application. However, the PHA reserves the right to request additional verification.
- E. Income:** All earned and unearned income must be verified at the time of admission through third parties, which may include HUD's online UIV/EIV systems.
1. Written Third Party Verification. To the greatest extent feasible, income should be verified through acceptable documents that are generated by third parties, but are in the possession of and provided by the applicant.

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2. **Verification Forms.** If the applicant cannot provide acceptable third party documentation, the PHA may obtain the required verifications using forms sent to the third parties (employers, etc.).
3. **Oral Third Party Verification.** If neither form of written verification can be obtained, the PHA may verify income information by contacting the income source(s) via telephone or in-person visit.
4. **Tenant Declaration.** If none of the forms of third party verification listed above can be obtained, the PHA may at its discretion accept an affidavit or notarized statement by the applicant of reported income. Staff must document in the family's file the reason(s) why third party verification was not available.
5. Within 90 days after the subsidy start date, the family's earned income must be verified through HUD's online UIV/EIV systems.

F. Assets: If the total value of reported assets is \$3000 or more, their value must be verified in the same manner as income (see above).

G. No Income: The absence of income will be verified through third parties where possible. Applicants reporting no income will be required to sign a statement certifying that they are receiving no income.

H. Misrepresentation: Any material misrepresentation on the part of an applicant revealed through the application process or otherwise, may result in a determination of ineligibility. The applicant shall be notified in writing of such determination by the PHA, and shall be given the opportunity to request an informal review of the matter.

I. Domestic Abuse Certification: The PHA may require a applicant or participant who is or claims to be a victim of domestic violence to provide a signed certification or other documentation. (See **Appendix M, VAWA Policy**).

VI. Eligibility Determination

- A. Verification of Statements:** Statements made by applicants on their application are verified, and a final determination of eligibility is made by the PHA before offering them rent assistance. §982.201
- B. Notification of Eligibility:** When evidence supports eligibility, applicants are notified in writing by the PHA and given a reasonable estimate of the length of time they can expect to wait before receiving Section 8 assistance.

VII. Notification To Ineligible Families

- A. Notice to Applicants:** The PHA will give an applicant prompt written notice of a decision denying their assistance. This includes a decision denying placement on the PHA waiting list and/or the issuance of a Housing Choice Voucher. The notice must contain a brief statement of the reasons for the PHA decision. §982.201(f)
- B. Informal Review:** The notice shall also state that applicants may request an informal review of the decision and shall describe how to obtain the informal review. §982.554

The PHA will not provide an informal review in the following instances:

1. Discretionary administrative determinations by the PHA.
 2. General policy issues or class grievances.
 3. A determination of the family unit size under the PHA Subsidy Standards.
 4. A PHA determination not to approve an extension or suspension of a voucher term.
 5. A PHA determination not to grant approval to lease a unit under the program or to approve a proposed lease.
 6. A PHA determination that a unit selected by the applicant is not in compliance with HQS.
 7. A PHA determination that the unit is not in accordance with HQS because of the family size or composition.
- (See **Appendix G. for Informal Review Procedure**).

PART TWO: APPLICANT SELECTION

I. Overview:

- | | <u>Refer to:</u> |
|--|--|
| <p>A. Selecting Applicants: Applicants will be selected from the waiting list. Their place on the waiting list will be determined by two factors:</p> <ol style="list-style-type: none"> 1. Preference factors, and; 2. Date and time of application. | <p>24 CFR
§982.204(a)</p> |
| <p>B. Single Waiting List: A single waiting list will be maintained for Vouchers.</p> | <p>§982.205(a)(2)</p> |
| <p>C. Income Limits: All applicants initially selected for Section 8 Rental Assistance must have annual income anticipated for the next twelve months that is at or below the current income limit set for very low income families. This income limit is based upon 50% of the median income for the area.</p> <p style="margin-top: 10px;">In addition, not less than 75 percent of the families admitted to the Section 8 Program shall be targeted to families whose income does not exceed 30% of the median income for the area.</p> <p style="margin-top: 10px;">HUD may authorize Section 8 Rent Assistance for specific uses. Under these circumstances, assistance could be provided to families with low incomes, with annual income between 51-80% of median income for the area. Refer to Part One, Table 1-1 for current income limits.</p> | <p>§982.201(b)</p> <p style="margin-top: 10px;">§982.201(b)(2)</p> |
| <p>D. Special Allocations: When HUD awards Section 8 funds for a specific category of applicants, the PHA will assist these households in accordance with HUD's special instructions.</p> | <p>§982.203
§982.204(e)</p> |

II. Definitions of Preferences and Related Terms

- | | |
|--|-----------------|
| <p>Local preferences are used in selecting applicants for Section 8 Assistance. The St. Paul PHA has established five local preferences. These local preferences are as follows:</p> | <p>§982.207</p> |
| <p>1. Residency Preference: This preference is given to applicants whose head of household or spouse:</p> <ol style="list-style-type: none"> a. Lives in Saint Paul; | <p>§982.207</p> |

- b. Works in or has been notified that they have been hired to work in Saint Paul; or
 - c. Attends school or has been accepted to attend school in Saint Paul.
2. **Veteran’s or Service Person Preference:** This preference is given to an applicant who is a Veteran or member of the Armed Services or a dependent family member of a Veteran or a Service Person. §5.410
- a. **“Veteran”** means any person honorably discharged from the Armed Forces of the United States after serving for 181 consecutive days or more, or who served under the direction of the Armed Forces and clandestine forces of the United States.
 - b. A **“Service Person”** is part of an applicant’s family and is in the military forces of the United States at the time of application for housing. “Military forces” means the Army, Navy, Air Force, Marine Corps, Coast Guard and the commissioned corps of the U.S. Public Health Service.
3. **Extremely Low Income Preference:** This preference is given to an applicant whose total household income is at or below 30% of the area median income for their family size.
4. **Preservation Preference:** This preference is given to current residents of a building approved by HUD for preservation or replacement vouchers.
5. **PBA Supportive Housing Preference:** This preference is given to applicants who have been approved to participate in a PHA PBA supportive housing program.
6. **Special Programs Preference:** This preference is given to applicants who have been approved to participate in a program for which the PHA has received a special allocations of vouchers; for example, Family Unification Program (FUP), Veterans Administration – Supportive Housing (VASH), etc.

III. General Policies Regarding Preferences

A. Use of Preferences:

1. **PBA Supportive Housing Preference:** Applicants who qualify for the PBA Supportive Housing Preference will receive 20 preference points.
2. **Preservation Preference:** Applicants who qualify for the Preservation Preference will receive 20 preference points.
3. **Special Programs Preference:** Applicants who qualify for the Special Programs Preference will receive 20 preference points.
4. **Extremely Low Income Preference:** Applicants who qualify for the Extremely Low Income Preference will receive 8 preference points.
5. **Residency Preference Points.** Applicants who qualify for a Residency Preference will receive four preference points.
6. **Veteran's Preference Points.** Applicants who qualify for a Veteran's Preference will receive two preference points.
7. Applicants with **no preferences** are given the lowest priority for assistance. They will be housed according to the date and time of their application.

B. Denial of Preferences: No preference of any kind will be given to an applicant if any member of the applicant's family was evicted during the past three years from housing assisted under the 1937 Housing Act Program because of drug-related criminal activity, except that the PHA may give an admission preference if the PHA determines that the evicted person: §5.410(c)(3)

1. Has successfully completed a rehabilitation program approved by the PHA;
2. Clearly did not participate in or know about the drug-related criminal activity, or;
3. No longer participates in any drug-related criminal activity.

C. Changes in Preference Status: Occasionally families on the waiting list who did not qualify for a preference at the time they

applied for rental assistance will experience a change in circumstances that now qualifies them for a preference. In such instances:

1. It is the family's responsibility to contact the PHA.
2. Families certifying that they now qualify for a preference will be repositioned on the waiting list in accordance with their new preferences and their date and time of application.
3. They will then be informed in writing of their change in status and place on the waiting list.

IV. Offering Assistance

When an applicant's name rises to the top of the list in accordance with PHA policies, they will be offered the next available Voucher. If funds are not sufficient to house the family at the top of the waiting list in accordance with the PHA subsidy standards, no additional Vouchers will be issued until sufficient funds are available to cover the cost of the family's assistance. §982.204

A. When the PHA selects a family to participate in the Section 8 Program, the PHA must give the family an oral briefing. The briefing must include information on the following subjects: §982.301

1. A description of how the program works;
2. Family and owner responsibilities; and
3. Where the family may lease a unit, including renting a unit inside or outside the PHA's jurisdiction.

B. For a family that qualifies to lease a unit outside the PHA's jurisdiction under portability, the briefing must include an explanation of how portability works.

C. If the family is currently living in a high poverty census tract in the PHA's jurisdiction, the briefing must explain the advantages of moving to an area that does not have a high concentration of families living in poverty.

D. For a Welfare to Work family, the briefing must include an explanation of any local obligations of a Welfare to Work family and that failure to meet these obligations is grounds for PHA denial or termination of assistance.

- E.** In a briefing that includes any disabled person, the PHA must take appropriate steps to ensure effective communication.
- F.** The PHA provides briefings to individuals or groups.
- G.** Spoken word and American Sign Language interpreters are available as needed. The PHA will advise applicants that interpreters must be requested two days prior to the scheduled meeting. Applicants may also bring their own interpreters.
- H.** Family members, representatives, and service providers who assist families with special needs are encouraged to attend briefings.
- I. Information Packet:** An information packet will be handed out to the family at the briefing. It includes information on the following subjects: §982.301(b)
 1. The term of the Voucher (*how long the family has to locate a suitable unit to rent*), and the PHA policy on any extensions or suspensions of the term. The packet must explain how the family can request an extension.
 2. How the PHA calculates the housing assistance payment for a family including;
 - a. How the PHA determines the payment standard for a family;
 - b. How the PHA determines the Total Tenant Payment for a family;
 - c. Information on the Payment Standards and the PHA Utility Allowance Schedule, and the 40% affordability restriction.
 3. How the PHA determines the maximum rent for an assisted unit;
 4. What the family should consider in deciding whether to lease a unit, including:
 - a. The condition of a unit;
 - b. Whether the rent is reasonable;
 - c. The cost of any tenant-paid utilities and whether the unit is

energy-efficient; and

- d. The location of the unit, including proximity to public transportation, centers of employment, schools and shopping:
5. Where the family may lease a unit. For a family that qualifies to lease a unit outside the PHA jurisdiction under portability procedures, the information packet must include an explanation of how portability works;
6. The HUD-required “lease addendum”. The lease addendum is language that must be included in the lease;
7. The Request for Lease Approval Form, and an explanation of how to request PHA approval to lease a unit;
8. A statement of the PHA policy on providing information about a family to prospective owners;
9. PHA Subsidy Standards, including when the Housing Authority will consider granting exceptions to the standards;
10. The HUD brochure on how to select a unit;
11. The HUD brochure on lead-based paint;
12. Information on federal, state and local equal opportunity laws, and a copy of the HUD Housing Discrimination Complaint form;
13. A list of landlords or other parties known to the PHA who may be willing to lease a unit to the family, or help the family find a unit;
14. Notice that if the family includes a person with disabilities, the family may request a current listing of accessible units known to the PHA that may be available;
15. Family obligations under the program;
16. The grounds on which the PHA may terminate assistance for a participant family because of family action or failure to act; and
17. PHA informal hearing and review procedures: This information will describe when the PHA is required to give a

participant family the opportunity for an informal review, and how to request a review.

18. A notice about the Violence Against Women and Justice Department Reauthorization Act of 2005 (“VAWA”), that protects qualified applicants and tenants and family members of qualified applicants and tenants who are victims of domestic violence, dating violence, or stalking from being evicted or terminated from housing assistance based solely on acts of such violence against them.

V. Monies Owed To A Housing Authority

The following policies apply to any monies owed to the PHA or another Housing Authority by current and former Public Housing residents and Section 8 participants. §982.552(b)(8)

The PHA utilizes HUD’s online EIV system to determine whether an applicant owes money to another housing authority. The PHA also reports information through EIV about debts owed to this agency by former public housing residents and participants in the Section 8 Housing Choice Voucher Program.

A. Debt to Saint Paul PHA: When an applicant owes money to this PHA from previous Public Housing residency or Section 8 participation, the applicant must repay that amount or enter into a Payment Agreement before being admitted. The PHA may choose to enter into a Payment Agreement with the household or may require that the entire amount be paid in full prior to allowing the applicant re-admission to Public Housing or the Section 8 Program.

1. To be eligible to enter into a Payment Agreement, the applicant must first demonstrate to the satisfaction of the PHA that they cannot pay the debt in full at the time of application.
2. Payment Agreements require a **minimum payment of \$25 a month** on each claim for monies owed until the balance owed is paid in full.
3. The PHA may require an initial payment not to exceed \$100 on each Payment Agreement.

B. Debt to Another Housing Authority. When an applicant owes money to another housing authority from previous public housing residency or Section 8 participation, the applicant will not be

admitted without providing proof that the debt has been repaid in full, or the applicant has entered into a Payment Agreement with the other housing authority and is current on the payments.

- C. **Consequences of Default:** Section 8 assistance may be denied or terminated if a family does not comply with the terms of a Payment Agreement. In addition, if the family is no longer on the Section 8 Rent Assistance Program, the balance owing may be submitted for recovery to the State Department of Revenue – Revenue Recapture Program. Names that have been submitted to the Revenue Recapture Program will be withdrawn if a former tenant is readmitted to the Section 8 Program and a new Payment Agreement is executed.

VI. Time Frame To Find A Suitable Unit

- A. **Initial Issuance:** Applicants who are issued a Voucher have a period of 60 days (*called the initial term*) in which to locate a suitable unit and notify the PHA of their intent to enter into a lease with an owner. §982.303
- B. **Extensions of Term:**
 - 1. An applicant who cannot find a suitable unit within 60 days after a Voucher is issued, but who intends to continue to look for one, must request in writing an extension from the PHA. At its discretion, the PHA may grant a family an extension of up to 30 days. The initial term plus any extensions may not exceed a total period of 90 calendar days from the beginning of the initial term. §982.303(b)
 - 2. An extension of up to 30-days may be granted to a family that needs and requests more time as a reasonable accommodation for a family member who is a person with a disability.
- C. **Suspension of Term:** The PHA will grant a family a suspension of the Voucher term if the family has submitted a Request for Lease Approval during the term of the Voucher. A suspension means that the PHA will “stop the clock” on the term of the Voucher from the time when the family submits a Request for Lease Approval to lease a unit, until the time when the PHA approves or denies the request. A family will be permitted to submit to the PHA more than one Request for Lease Approval and a copy of the proposed lease. §982.303(c)
- D. **Extension of Term After PHA Rejects Unit:** If the PHA does not approve the unit selected by the family, or if an owner refuses

to enter into a lease with the family (for example, if the unit does not meet the Housing Quality Standards), and the term has expired or is about to expire, the PHA will allow the family one occurrence of an additional five calendar days to find a suitable unit.

VII. Public Housing Residents Requesting Section 8 Assistance

- A. Residents with Special Housing Needs:** Residents of Public Housing are permitted to request a transfer to the Section 8 Program even when the Section 8 waiting list is closed to new applicants. They will be required to apply for a transfer in accordance with PHA policies on transfers. If their request is approved, the resident's name will be placed on a Section 8 Transfer Waiting List according to the date of the transfer approval. As Vouchers become available, these families will receive the next available form of assistance in rotation with applicants from the Section 8 Program waiting list who are currently not receiving any form of rental assistance.

VIII. Non-Discrimination In Applicant Selection

- A. No Discrimination:** The PHA will not discriminate against any applicant for public housing due to race, color, religion, creed, national origin or ancestry, sex, age, handicap, disability, receipt of public assistance, marital status, sexual or affectional orientation, or political or other affiliation.
- B. No Preferential Treatment:** No preference will be given to an applicant because of political affiliation or his or her acquaintance with any public official at the federal, state or local level.

§982.202(b)(4)
Minn. Stat.
§363.03, Subd.
2(1)(b) St. Paul
Leg. Code (SPLC),
Chapter 183

IX. Applicants Ineligible For A Preference

§5.410(g)

When an applicant has claimed a preference in their application, and the information provided by the applicant shows that the necessary criteria cannot be met, the PHA shall do the following:

- A.** Promptly notify the applicant in writing of the determination and briefly state the reasons they are ineligible. The notification will offer the applicant an opportunity to meet with a PHA-designated representative to review the determination. The request to discuss the determination must be made in writing within 10 days of the date of the notification letter.

- B.** The PHA-designated representative may be an officer or employee, including the staff person who made or reviewed the determination.

X. Misrepresentation

Any material misrepresentation on the part of an applicant revealed through the application process or otherwise, may result in a determination of ineligibility. The applicant shall be notified in writing of such determination by the PHA, and will be given the opportunity for an informal review of the matter.

Part Three: Rent Calculations

- I. Overview:** The amount of rent paid by Section 8 participants will vary depending on the family income, rent to owner, minimum rent requirements and hardship waivers. Refer to:
24 CFR
- A. The program** has a minimum amount of rent a tenant must pay. Adjusted monthly income is used in calculating the rent to a minimum level of (\$50 (effective October 1, 2006).
1. A family may request a hardship waiver of the \$50 minimum rent payment. (See Appendix C.)
- B. Adjusted Household Income** is annual income minus allowances for dependents and certain expenses to care for children and handicapped household members. Elderly and disabled households have an additional allowance and may also deduct certain medical expenses.
- C. No Duplicate Subsidy** is allowed for either form of assistance. This means that no household, while being assisted by a Section 8 Voucher, may receive one of the following: §982.352
1. Other Section 8 housing assistance programs;
 2. Section 236 Rental Assistance Deep Subsidy Payments, OR;
 3. Other duplicative public housing, federal, state or local housing subsidy.
- II. Total Tenant Payment:** In calculating the rental assistance available to tenants, the PHA must use a formula, called a **Total Tenant Payment**, commonly abbreviated as “TTP.” Adjusted monthly income is one of the factors in the formula.
- A. Formula for Calculating TTP:** Total Tenant Payment is the **highest** payment resulting from the following four options:

Total Tenant Payment

1. 10% of total **Gross Monthly Household Income;**
OR
2. 30% of total **Monthly Adjusted Household Income;**
OR
3. If a household receives assistance under the Minnesota Supplemental Assistance program (MSA), **that portion is designated for shelter and utility costs;**
OR
4. \$50.00 minimum rent. It is possible for families to still qualify for a utility reimbursement despite the \$50.00 minimum rent requirement. For example, if a family's TTP is the minimum \$50.00 and the PHA's utility allowance is \$60.00 for that unit, the family would receive a utility reimbursement of \$10.00 for tenant-purchased utilities. (*See Appendix C for Minimum Rent Hardship Waiver Policy*).

B. Gross Monthly Household Income is calculated by:

1. Determining the annual income (as defined in Part One of this document), and;
2. Dividing it by twelve.

C. Monthly Adjusted Household Income is calculated by:

1. Determining the annual income (as defined in Part One of this document), and;
2. Adjusting it by subtracting the deductions shown below; and;
3. Dividing it by twelve.

Deductions Available to all Households

- \$480 for each **dependent who is a member of the household.**
- Reasonable **child care expenses** for household members under the age 13 that enable a household member to have paid employment or go to school.
- **Handicapped assistance expenses** in excess of 3% of annual income threshold. Once that threshold has been met, all eligible handicapped and medical expenses in excess of 3% of annual income are deductible.

§5.611

Deductions Available to Elderly and Disabled Households Only

- \$400 **per elderly household** when the head or spouse is at least age 62, or is handicapped or disabled. Only one deduction per household may be taken even if both members are over age 62 or handicapped or disabled.
- **Anticipated medical expenses** in excess of 3% of annual income. All household members' medical expenses are included in this calculation.
- **Elderly households may combine** their handicapped assistance expenses and medical expenses to reach the 3% of annual income threshold. Once that threshold has been met, all eligible handicapped assistance and medical expenses in excess of 3% of annual income are deductible.

D. Deductions and Related Definitions:

§5.611

1. An **elderly household** is a family whose head or spouse, or only member, is at least age 62 or who is a person with a disability.
2. **“Dependent”** is defined as:
 - a. A person who is under 18 years of age, or
 - b. A person with a disability, or
 - c. Full-time students who are over the age of 18 and

are members of the household. They are considered a member of the household if they live in the household during the school term. They must carry a full-time subject load at an educational institution with a degree or certification program. The institution defines what is a full-time subject load.

d. The definition of “**Dependent**” does not include:

- 1) The Family Head or Spouse;
- 2) Foster children; or
- 3) Foster adults.

3. **A Person with a Disability** is a person with disabilities as defined in the Section 223 of the Social Security Act or who has developmental disabilities as defined in Section 102 (7) of the Developmental Disabilities Assistance and Bill of Rights Act. The following is a summary of these requirements:

a. Section 223 defines a disability as an inability to be employed due to:

- (1) Any physical or mental impairment that is expected to last continuously for the next 12 months or is expected to be fatal.
- (2) If a person over age 55 is blind, their blindness must prevent them from substantial employment comparable to what they did previously when they had eyesight.

b. Section 102 (7) defines developmental disability as:

- (1) A severe chronic condition that is due to a mental or physical impairment, or combination of both, which:
 - Was evident before the person was age 22;
 - Is likely to continue indefinitely; and
 - Results in substantial functional limitations.

4. **A Person with a handicap** is a person who has a physical or mental impairment that:
 - a. Is expected to be of a long-continued and indefinite duration,
 - b. Substantially limits their ability to live independently, and
 - c. Their impairment is of such a nature that living in more suitable conditions could improve the person's quality of life.

5. **Handicapped assistance expenses** are anticipated reasonable costs for care attendants and necessary equipment for a household's members with a handicap or disability.
 - a. The cost of the attendant and equipment are deductible only if they enable an adult member of the household (*including the member with a handicap or disability*) to have paid employment.
 - b. The amount deducted cannot exceed the employment income received by family members, who are at least age 18, as a result of the assistance to the person with a handicap or disability.
 - c. The expenses are only deductible if they are not paid to a member of the household and are not reimbursed by an outside source.

6. **Child care expenses** are costs paid by the family for the care of minors who are under age 13 where such care is needed to enable a family member to actively seek to be gainfully employed, or for an adult to further their education.
 - a. The amount deducted must reflect reasonable charges for child care, and
 - b. In the case of child care necessary to permit employment; the amount deducted cannot exceed the amount of employment income included in the annual income; and

- c. Only the costs that are not reimbursed are deductible.
7. **Medical expenses** are anticipated medical costs, including medical insurance premiums, that are not covered by insurance. Medical expenses previously incurred and paid are not eligible deductions. Only elderly and disabled households are eligible for this deduction. Examples of eligible medical expenses are:
- a. Prescription and non-prescription medicines,
 - b. Transportation to medical treatment,
 - c. Physicians and other health care professional services,
 - d. Dental expenses, eyeglasses, hearing aids and batteries,
 - e. Monthly payments on accumulated medical bills, and
 - f. Medical care of a permanently institutionalized family member if that person's income is included in the family's gross annual income calculation.

III. Utility Allowances: The PHA determines an allowance for any tenant-paid utilities based upon normal consumption by an energy-conscious household. §982.517

A. The utility allowance includes electricity, gas, water, sewer and charges for other services such as garbage removal. These figures are updated annually and are adjusted by the size of the unit, type of the building, and the type of utility.

B. The utility allowance does not include telephone or cable TV service.

C. The current schedule of Saint Paul PHA's Utility Allowances is found in Table 3 - 1.

1. Utilities Paid by Tenants: If utilities, or a portion of them, are not included in the rent, the appropriate utility allowances are subtracted from the Total Tenant Payment (TTP) to determine the actual Tenant Rent. The tenant is

responsible for paying the cost of utilities directly to the service providers.

- 2. Utility Reimbursement:** When TTP is less than the PHA utility allowance, the PHA will pay the difference to the tenant each month. The payment will continue until the TTP is recalculated and the family no longer qualifies for a utility reimbursement.

The PHA has the option to pay the utilities directly or require the family to co-sign the utility reimbursement and issue it jointly to the utility company.

Table 3-1

SECTION 8 EXISTING HOUSING

ALLOWANCES FOR TENANT-FURNISHED UTILITIES AND OTHER SERVICE

EFFECTIVE JUNE 1, 2011

M= Multiple Dwelling (Includes Low-Rise Bldgs. (4 or less stories) and High Rise Bldgs. (5 or more stories)

T/D= Townhouse/Duplex (Includes Semi-Detached, Bungalows and Rowhouses)

SF= Single Family Home

APPLIANCE	0-BR	1-BR			2-BR			3-BR			4-BR			5-BR	6-BR	
		M	T/D	SF	M	T/D	SF	M	T/D	SF	M	T/D	SF			
HEATING Gas	33	35	47	64	59	69	90	67	86	100	94	101	114	138	152	
	District Energy	23	42	42	53	61	61	72	66	66	82	84	84	100	89	93
	Electric	22	28	57	72	38	68	112	53	73	108	61	83	118	127	131
COOKING Gas	5	6			11			13			14			15	16	
	Electric	6	7			12			14			15			17	19
OTHER ELECTRIC	13	20			32			41			45			47	53	
WATER HEATING Gas	8	9			17			21			25			27	31	
	District Energy	7	14			21			21			30			30	33
	Electric	10	12			19			23			29			38	41
WATER & SEWER	38	43			46			54			65			72	84	
TRASH COLLECTION	22	23			23			23			23			25	25	
RANGE	4	4			4			4			4			4	4	
REFRIGERATOR	5	5			5			5			5			5	5	

IV. Section 8 Rent Terms: There are four terms used in the program to define different rent concepts: §813.102

- A. Contract Rent:** This is the total amount of rent an owner charges for a unit occupied by a family being assisted by Section 8. It is the amount that will be listed in the Housing Assistance Payment contract and the Lease Agreement.
- B. Gross Rent:** This is the total of the Contract Rent plus the utility allowance. If there is no utility allowance because the contract rent includes all utilities, the Gross Rent and the Contract Rent will be the same amount.
- C. Family Rent to Owner:** This is the portion of rent to owner paid by the family.
- D. Family Share:** The portion of rent and utilities paid by the family.

V. Voucher Program Rents

A. Payment Standards: The PHA's share of the rent (*referred to as "subsidy"*) is set by a formula which uses a Payment Standard instead of the Fair Market Rent (FMR).

- 1. The PHA establishes Payment Standards by number of bedrooms. The Payment Standard for the family must be the lower of: §982.503
 - a. The Payment Standard for the largest unit the family could occupy under the Occupancy Standards; or
 - b. The Payment Standard for the unit actually rented by the family.
- 2. Payment Standards are set at 110% of the FMR. (*Suspended by Board action*)
- 3. If the PHA has established an exception rent area, the Payment Standard used for a Voucher calculation becomes the appropriate exception rent only for a unit leased in the exception rent area.
- 4. The PHA may approve, on a case-by-case basis, an exception rent between 110%-120% of the applicable Payment Standard as a reasonable accommodation for a disability. The PHA will evaluate the reasonableness of

the rent and the extent to which the unit accommodates the disability in making its decision to approve these exception rents.

B. Family Share: The following describes the process for determining the Family Rent:

1. The tenant family's Total Tenant Payment (TTP) is first calculated. §982.205
2. The maximum amount of subsidy the family can receive is the lower of:
 - a. The Payment Standard minus the TTP; or
 - b. The gross rent minus the TTP.
3. The family rent to owner is calculated by subtracting the housing assistance payment to the owner from the rent to owner.

C. Selected Unit: The tenant may choose a unit that rents for more or less than the Payment Standard. If the unit rents for more than the Payment Standard, the tenant will pay more than the TTP as their share for rent. The subsidy will remain the same if the unit rents for more or less than the Payment Standard. §887.353(a)(3)

However, at the time the PHA approves a tenancy for initial occupancy of a dwelling unit, the family share must not exceed 40% of the family's monthly adjusted income.

D. Size of Unit: Units must meet Section 8 Housing Quality Standards in order to be eligible.

1. The PHA will not prohibit a family from renting a unit with greater or fewer bedrooms than the number stated on the Voucher.
 - a. The unit must meet the applicable HQS space requirements.
 - b. A decision to rent a larger unit with a Contract Rent above the Payment Standard may require the family to pay more than 30% of adjusted income for rent and utilities.

- c. The selected unit must meet the PHA's Subsidy Standards (*formerly called "Occupancy Standards"*).

E. Payment Standard Changes: The Payment Standard that applies to a household when their initial lease is approved, or at the time of their most recent annual Reexamination, will continue to be used to determine the amount of subsidy they will receive unless one of the following applies: §982.50 5(b)4,5

1. If the payment standard increased during the HAP contract the new payment standard will be used to calculate the assistance payment for the family beginning with the family's first regular re-examination on or after the effective date of the increase in payment standards.
2. Irrespective of any change to the payment standards during the HAP contract, if the family unit size increased or decreases, the new family unit size must be used to determine the payment standard amount for the family beginning at the family's first regularly scheduled re-examination following the change in family unit size.

F. Current Payment Standards: The Housing Voucher Payment Standard Schedule for rental units in the City of Saint Paul is as follows:

Table 3-3.		Effective 10/1/2009
PAYMENT STANDARDS		
UNIT SIZE:	AMOUNT:	
0 Bedroom	\$ 640	
1 Bedroom	\$ 754	
2 Bedroom	\$ 916	
3 Bedroom	\$ 1245	
4 Bedroom	\$ 1399	
5 Bedroom	\$ 1609	
6 Bedroom	\$ 1819	

PART FOUR: UNIT SELECTION

I. OVERVIEW

Refer to:
24 CFR

When a Section 8 applicant receives a Voucher, it is the applicant's responsibility to find a unit that is owned by someone willing to participate in the Section 8 Program. The unit must:

- A. **Meet Subsidy Standards:** Is suitable for the family size, given Saint Paul PHA's Subsidy Standards; §982.402
- B. **Meet HQS:** Is decent, safe, and sanitary and will meet Section 8 Housing Quality Standards (HQS); and
- C. **Meet Rent Reasonableness Test:** Has a rent that is reasonable for the market area and amenities. §882.106(b)

II. "FINDER'S KEEPERS" POLICY

- A. **Location of Unit:** A holder of a Voucher may select a rental unit in any area within Saint Paul or another area according to established portability procedures. §982.353
- B. **Saint Paul Choices:** The PHA will not take action, direct or indirect, to reduce the household's opportunity to choose among available units in the City of Saint Paul's housing market. §982.353(f)
- C. **Assisting the Unit Currently Occupied:** A Voucher holder may select the dwelling unit which they currently occupy if it meets Section 8 requirements. §982.353(e)

III. ELIGIBLE TYPES OF HOUSING

There are many housing options available to Section 8 Voucher holders. The following list includes examples of eligible types of rental housing, but participants are not limited to these: privately owned apartments in multi-family buildings, single-family houses, duplexes, triplexes, or fourplexes.

IV. SUBSIDY STANDARDS

- A. **Matching Unit Size to Family Size:** Subsidy Standards are established by the PHA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions. §982.402

1. Subsidy Standards have two purposes:
 - a. To maximize the use of Section 8 resources in order to assist the greatest number of eligible families.
 - b. To prevent overcrowding that results from placing a household in a dwelling unit that is too small for the family size.

2. The **minimum** and **maximum** occupancy levels acceptable for Saint Paul's Section 8 Program are as follows:

Table 4-1: SUBSIDY STANDARDS		
Dwelling Unit Size	Minimum Occupancy	Maximum Occupancy
0-Bedroom	1 Person	1 Person
1-Bedroom	1 Person	4 Persons
2-Bedrooms	2 Persons	6 Persons
3-Bedrooms	3 Persons	8 Persons
4-Bedrooms	4 Persons	10 Persons
5-Bedrooms	5 Persons	12 Persons
6-Bedrooms	6 Persons	14 Persons

3. In issuing Vouchers, the PHA will determine the appropriate unit size by applying the following criteria:
 - a. The bedroom size assigned should not require more than two persons to occupy the same bedroom.
 - b. The age, sex and relationship of members of the household will be taken into consideration in assigning unit sizes. Minors of the opposite sex, who are six years of age or older, will not be required to share the same bedroom.

§982.402

B. Exceptions: At the request of the participant, the Section 8 Programs Manager will consider exceptions to the Subsidy

Standards. Such a request will be approved if the Programs Manager agrees that the proposed variance:

1. Is necessary to provide additional space needed by the household that is not provided for in the PHA's Subsidy Standards and Policies. This may include a request for a larger unit size due to a medical need or family hardship. It will be the responsibility of the applicant or participant to provide third-party verification documenting the need to the satisfaction of the PHA.
2. Will result in the household occupying a dwelling unit smaller than the Subsidy Standards and the size of the unit continues to meet the HQS space requirements.

§982.402

C. Informal Hearing Based on Subsidy Standards: (*See Appendix G.*). The PHA will grant an informal hearing on a PHA decision affecting a participant family in the following cases:

1. If the PHA determines that a participant family is residing in a unit with a larger number of bedrooms than appropriate under the PHA standards and the PHA denies the family's request for an exception from the standards; or;
2. If the PHA determines that a participant family choosing to move to another unit with continued assistance is now eligible for a different unit size.

V. LEASING A UNIT

A. "Shopping" Assistance:

1. A list of possible units for rent from participating owners is available in the PHA Rental Office.
2. If requested, the PHA will assist an applicant or a participant who, because of age, handicap, or other reason cannot find an acceptable unit. PHA staff will refer applicants and participants to owners willing to participate in the program.
3. The PHA will assist applicants or participants who allege illegal discrimination in locating suitable housing. The PHA will also give the family information on how to fill out and file a housing discrimination complaint.

§982.304

B. Request for Lease Approval: Before an applicant or participant can enter into a Section 8 Assisted Lease with the rental unit owner, he or she must submit a Request for Lease Approval to the PHA. §982.302(d)

C. Review of Request: After receiving the family's Request for Lease Approval, the PHA will promptly review it for compliance with the requirements stated below. The PHA will promptly notify the family whether the assisted tenancy is approved.

D. Unit Approval: The PHA may give approval for the family to lease a dwelling unit and execute a Housing Assistance Payment contract with an owner when the following requirements are met: §982.305

1. The unit is eligible;
2. The unit has been inspected by the PHA and meets HQS;
3. The lease is approvable and includes the lease addendum language required by HUD;
4. The rent is reasonable;
5. The unit is not owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined that approving rental of the unit would provide reasonable accommodations for a family member who is a person with disabilities; and
6. The family share does not exceed 40 percent of the family's monthly adjusted income.

E. Owner Approval: The PHA will review information provided by HUD and/or the federal government to ensure that an owner of a proposed unit has not been suspended from participation due to violations of the Fair Housing Act, equal opportunity requirements or other program regulations. §982.306

At its discretion, the PHA may deny approval to lease a unit from an owner for any of the following reasons:

1. The owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Housing Act;

2. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;
3. The owner has engaged in any drug-related criminal activity or any violent criminal activity.
4. The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based program, or with applicable housing standards for units leased under any other federal housing program;
5. The owner has a history or practice of renting units that fail to meet state or local housing codes;
6. The owner has not paid state or local real estate taxes, fines or assessments; or
7. The owner has a history or practice of failing to terminate the tenancy of Section 8 tenants for activity by any member of the household or guests of the household that is violent or drug-related activity or that threatens the health, safety or right to peaceful enjoyment of other tenants, employees, or persons living adjacent to the unit.

F. Owner Responsibility for Tenant Screening: At or before the PHA approval to lease a unit, the PHA will inform the owner that it has not screened the family's behavior or suitability for tenancy and that such screening is the owner's responsibility. §982.307

1. The PHA will give the owner the family's current address as listed in PHA records and the name and address if known, of the landlord at the family's current and prior address.
2. The PHA will inform the owner that an incident or incidents of actual or threatened domestic violence, dating violence or stalking, where the applicant or tenant is the victim of such criminal activity, is not an appropriate basis for denial or termination of a lease.

G. Housing Quality Standards (HQS) Inspection: If unit information on the Request for Lease Approval meets general §982.305 §982.401

program requirements, the PHA will inspect the unit to determine if it meets HQS.

1. If the unit passes the initial inspection, the PHA will notify the applicant or participant.
2. If the unit fails the HQS inspection, the PHA will notify the owner and applicant or participant with a letter citing the HQS deficiencies.
 - a. If the owner makes necessary repairs, they must notify the PHA to request a follow-up inspection.
 - b. If the unit passes the follow-up inspection, the PHA will notify the applicant or participant.
 - c. If the owner is unwilling or unable to make necessary repairs, the applicant or participant must find a different unit in order to receive Section 8 assistance.
3. **Window screens.** All openable windows below the fourth floor must have screens.
4. **Fire Safety Standards. “Double-deadbolt” locks prohibited.** Exterior doors must not require an inside key to open.
5. **Fire Safety Standards: Escape (Egress) Windows.**
 - a. **Escape window.** At least one (1) emergency escape and rescue window or exterior door opening in every room used for sleeping purposes must meet the standards of the City of Saint Paul in its Building and Housing Code, as interpreted by City officials.
 - b. **Fire Certificate of Occupancy.** The issuance of a Fire Certificate of Occupancy by the City of Saint Paul to a property owner, after a City inspection of the unit to be assisted, demonstrates that the unit complies with the City’s requirements for egress windows.
 - c. **Prior Replacement Under Permit.** If the egress windows were replaced pursuant to a City permit before April 28, 2009, the City deems the windows to comply with current standards.
 - d. **Previous approval.** A unit’s egress windows shall be deemed acceptable under HQS if they were approved

City Code
Sec. 34.13(4)

by City staff pursuant to an inspection (window referral inspection or other) after July 1, 2008, or were permitted under a variance approved after that date.

- e. **Reasonable time to comply.** If a unit otherwise qualifies for Section 8 assistance in all respects, the PHA may pay the HAP subsidy retroactively for up to 60 days, if within that period of time the property owner modifies or replaces the cited egress window(s) or gets City approval as meeting the City's standard, or if the City grants the owner more time to comply. The PHA will not make any retroactive payment if the unit does not meet all other Section 8 requirements during that period or if the owner replaces or modifies the window or receives City approval more than 60 days after a PHA inspector cites the egress window(s) as not meeting the City and HQS standard.

- H. **Executing a Lease:** The Lease between the tenant and owner, including any new lease or lease revision, must be approved in advance by the PHA. Before approving the lease or revision, the PHA must determine that the lease includes the required lease provisions and that the tenant has the legal capacity to enter into a lease. §982.308
§982.309

The owner must furnish or execute his or her own lease document, and the Section 8 tenancy addendum must be made a part of that lease.

The PHA and the owner must enter into a new Housing Assistance Payment Contract for the tenancy under a new lease.

The PHA will attempt to execute the Housing Assistance Payments Contract with the owner prior to the beginning of the lease term. The Housing Assistance Payment Contract will be executed no later than 60 calendar days from the beginning of the lease term.

The PHA will not pay any housing assistance payment to the owner prior to the effective date of the Housing Assistance Payment Contract.

VI. RENT REASONABLENESS

- Section 8 Program regulations require that the PHA make a determination prior to entering into a Housing Assistance Payment §982.507

contract that the rent being charged for the unit is reasonable. Rent reasonableness must also be determined during the term of the lease if the rent increases, if the FMR decreases by 5%, or if directed by HUD.

A. Factors Considered: When a participant submits a Request for Lease Approval, the Section 8 Technician evaluates the proposed rent for the unit. In so doing, the following factors are considered:

1. The amount of rent being charged for comparable, unassisted units of the same size and unit type in the neighborhood,
2. Rents being charged for other comparable Section 8 assisted units,
3. The amenities in the unit,
4. The quality, location and age of the building,
5. On-site facilities, or housing services in the building,
6. Management and maintenance of the building and the unit; and
7. The amount of rent charged by the owner for similar units in the same building and in other buildings in the same development. The PHA may also consider rents in any other buildings owned by the same owner.

B. Information Used:

1. The PHA collects data periodically from a variety of sources including marketplace survey data, rental property listings, and local studies. The data include rental units in St. Paul with various rents, utilities, locations, number of bedrooms, and unit types. The PHA uses this database to show comparable rental units without rental assistance.
2. The PHA also uses data on rents being charged for other comparable Section 8-assisted units.

VII. SECURITY DEPOSITS

A. Amount of Security Deposit: An owner may collect a security deposit from the tenant in an amount not to exceed the amount charged by the owner to unassisted tenants. §982.313(a),(b)

- B. Source of Security Deposit:** The household is expected to pay security deposits from their own resources or other private or public sources. The PHA will not pay the security deposit.
- C. Use of Security Deposit:** After the family moves from the Section 8 assisted unit, the owner may (*subject to state law*), use the security deposit, including any interest on the deposit, as reimbursement for any unpaid Family Rent or other amounts which the family owes under the Assisted Lease. The owner will give the family a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the owner, the owner shall promptly refund the full amount of the balance to the family. §982.313(c),(d)
- D. Damages or Other Amounts Owed:** The PHA will not reimburse owners for the cost of damages or other unpaid amounts owed by tenants under the lease. The owner must collect damage payments from the tenant. For leases executed before January 1, 1996, the PHA will reimburse owners for the cost of damages or other unpaid amounts by tenants under the lease as stated in the Housing Assistance Payment Contract. §982.313(e)

VIII. PORTABILITY

A. Overview:

1. Portability means that a family can rent a dwelling unit with Section 8 assistance outside the jurisdiction of the housing authority in which they initially received their Voucher. §982.353
2. Voucher holders who move to Saint Paul under the portability provisions of the Section 8 Program from other jurisdictions will be assisted by the Saint Paul PHA.
3. Section 8 Moderate Rehabilitation assistance is not portable because the assistance is “attached” to the unit (project-based).

B. Moves to Other Jurisdictions:

1. A Voucher holder may receive assistance to lease a unit outside the St. Paul PHA’s jurisdiction, or in any jurisdiction in the United States that is administering a tenant-based program. §982.353

- a. The PHA will not provide portable assistance if the family has moved out of its assisted unit in violation of the lease.
 - b. If the PHA has absorbed a family porting in from another jurisdiction, the family must reside in the St. Paul PHA's jurisdiction for one year before using the portability feature to move to another jurisdiction.
 - c. Victim of Domestic Violence. A family may move to another jurisdiction using voucher portability if the family has complied with all other obligations of the Section 8 program and moved out of the assisted dwelling unit in order to protect the health and safety of a family member who is or was the victim of domestic violence, dating violence or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the assisted dwelling unit. The PHA may require an applicant or participant who is or claims to be a victim of domestic violence to provide a signed certification or other documentation. (See Appendix M, VAWA Policy).
2. If the applicant head or spouse did not reside in the St. Paul PHA's jurisdiction (the City of Saint Paul) at the time of the initial application, a one-year initial residency in the city of Saint Paul is required. This residency requirement may be waived if both the Saint Paul PHA and the receiving Housing Authority approve.
 3. A family moving under the portability provisions must be income eligible in the area where the family initially leases a unit with assistance in the Voucher Program.
 4. Income eligibility is not redetermined for a current participant who is moving to a new jurisdiction with assistance.

C. Portability Procedures:

1. For a family to move using portability, the initial Housing Authority must determine that the family:
 - a. Is eligible to move under the portability procedures;
 - b. Has met all participant obligations under the Voucher Program;

§982.314
 §982.355
 §982.551
 §982.552

- c. Is not being denied assistance based on any grounds for termination or denial of assistance; and
 - d. Is income-eligible in the area where the family wants to lease a unit.
2. When a family moves under portability to an area outside the initial Housing Authority jurisdiction, the receiving Housing Authority must administer the assistance for the family, if they have jurisdiction in the area where the unit is located and if they have a tenant-based program. §982.355
 3. The initial Housing Authority must advise the family on how to contact and request assistance in the receiving Housing Authority. The initial Housing Authority will promptly notify the receiving Housing Authority to expect the family.
 4. The receiving Housing Authority must issue the family a Voucher. The term of assistance of the receiving Housing Authority Voucher may not expire before the expiration date of any initial Housing Authority Voucher.
 5. The family must promptly contact the receiving Housing Authority and comply with the receiving housing authority procedures for incoming families using portability.
 6. The initial Housing Authority must give the receiving Housing Authority the most recent HUD Form 50058 for the family and related verification information. If the receiving Housing Authority opts to conduct a new re-examination, the receiving Housing Authority may not delay issuing the family a Voucher, or otherwise delay approval of a unit, unless the recertification is necessary to determine income eligibility.
 7. The receiving Housing Authority must promptly inform the initial Housing Authority whether they will bill the initial Housing Authority for assistance on behalf of the family, or will absorb the family into their own program.
 8. The receiving Housing Authority must determine the family unit size for the family moving under portability. The family unit size is determined in accordance with the Subsidy Standards of the receiving housing authority.

9. The family moving under portability must select a unit and submit a Request for Lease Approval to the receiving housing authority during the term of the receiving Housing Authority's Voucher.
10. To provide assistance for families moving under portability, the receiving housing authority must perform all Housing Authority program functions, including unit inspections and re-examination of family income and composition. At any time, either the initial Housing Authority or the receiving Housing Authority may make a determination to deny or terminate assistance to the family in accordance with its specific policies.
11. To cover assistance for a family moving under portability, the receiving Housing Authority may bill the initial Housing Authority for housing assistance payments and administrative fees, rather than absorb them into their program.
12. The initial Housing Authority must promptly reimburse the receiving Housing Authority for the full amount of the housing assistance payments made for the family moving under portability, and 80 percent of the initial Housing Authority's ongoing per unit month administrative fee earned for program administration.
13. When a family, who moved under portability, subsequently moves out of the tenant-based program of a receiving Housing Authority that has not absorbed the family, the Housing Authority in the new jurisdiction to which the family moves becomes the receiving Housing Authority, and the first receiving Housing Authority is no longer required to provide assistance for the family.

**PART FIVE:
LEASES AND HOUSING ASSISTANCE PAYMENTS CONTRACTS**

I. OVERVIEW

Refer to:
24 CFR

Before the PHA can pay Section 8 Rent Assistance to an owner on behalf of an eligible tenant family, the PHA must approve the lease between the owner and the tenant, and the PHA and the owner must sign a Housing Assistance Payments Contract.

II. LEASES

A. PHA Approval of Lease and Housing Assistance Payment Contract: Before the PHA can approve the lease and sign the Housing Assistance Payments Contract, the following requirements must be met: §982.305

- 1. The PHA has approved leasing of the unit in accordance with program requirements; §982.305
- 2. The PHA has inspected the unit and the unit meets the Housing Quality Standards; §982.305
- 3. The lease is approvable and includes the lease addendum; §982.305
- 4. The rent to owner is reasonable; and §982.305
- 5. The owner and the tenant have executed a written lease.

B. Lease Provisions and HUD Lease Addendum:

- 1. The lease between the tenant and the owner, including any new lease or lease revision, must be approved by the PHA. §982.308
- 2. The lease must specify all of the following:
 - a. The names of the owner and the tenant;
 - b. The address of the unit rented;
 - c. The initial term of the lease and any provision for renewal;
 - d. The amount of monthly rent to owner; and
 - e. A specification of what utilities and appliances are provided by the owner or tenant.

3. The lease must include word-for-word all the provisions of the lease addendum required by HUD. This can be accomplished by adding the HUD lease addendum provisions to the lease used by the owner. The lease addendum outlines the lease provisions which are required or prohibited by HUD.

C. Duration of Leases:

1. **Initial Lease:** Except as provided below, the initial term of the lease must be for at least one year. §982.309(a)
 - a. The PHA may approve a shorter initial lease term if a shorter term would improve housing opportunities for the tenant and is the prevailing local market practice.
2. **Renewals:** The lease between a Section 8 Program participant and an owner is automatically renewed according to the terms of the lease unless it is terminated by any of the actions listed in C.3. §982.309(b)
3. **Terminations:** The lease may be terminated by any of the following actions:
 - a. The owner terminates the lease, as permitted by HUD regulations (Part 6. XII.C. below); or §982.310
 - b. The tenant terminates the lease in accordance with the terms of the lease; or §982.309
 - c. The owner and tenant agree to terminate the lease; or
 - d. The PHA terminates the Housing Assistance Payments Contract with the owner; or
 - e. The PHA terminates the family's Section 8 assistance.

D. New Lease and New Housing Assistance Payment Contract:

1. Any new lease must be approved in advance by the PHA. The PHA and the owner must enter into a new Housing Assistance Payment Contract for the tenancy under a new lease. Any of the following changes require a new lease and a new contract: §982.309
 - a. Changes in lease requirements regarding tenant or owner responsibilities for utilities and appliances; or,

- b. Changes governing the term of the lease; or
 - c. If the family moves to a new unit even if the unit is in the same building.
2. The owner may offer the family a new lease for a term beginning at any time after the initial term. The owner must give the tenant written notice of the offer, with a copy to the PHA. The offer must specify a reasonable time limit for acceptance by the family.

E. Changes in Lease or Rent:

1. Any changes to the lease or rent must be agreed to by the owner and tenant. A copy of such changes must be in writing and given to the PHA.
2. The owner must notify the PHA of any rent changes in writing and at least 60 days before any such changes go into effect. Any rent changes are subject to rent reasonableness.

III. HOUSING ASSISTANCE PAYMENTS CONTRACTS §982.451

- A.** The PHA will use its best efforts to execute the Housing Assistance Payment Contract with the owner before the beginning of the lease term. In all cases the Housing Assistance Payment must be executed no later than 60 calendar days from the beginning of the lease term. §982.305(c)
- B.** The term of the Housing Assistance Payment Contract is the same as the term of the lease. §982.451
- C.** The Housing Assistance Payment Contract terminates if the lease terminates.
- D.** The Housing Assistance Payment contract between the PHA and the owner terminates automatically 180 calendar days after the last housing assistance payment to the owner. §982.455

PART SIX: CONTINUED PARTICIPATION
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I. OVERVIEW**Refer to:**
24 CFR

- A. Compliance with Lease and Program Requirements:** To remain eligible for Section 8 Rent Assistance, the family must comply with the terms of their Voucher, their lease and the other program requirements listed in these policies.
- B. Annual Re-Examinations:** At least once a year, the PHA must re-examine a family's eligibility for continued participation in the program. The PHA will review household income, unit rent, family composition, the amount of the utility allowance, the appropriateness of the unit size occupied by the family, and the reasonableness of the rent. The unit is also inspected for compliance with Section 8 Housing Quality Standards. All income and assets will be verified according to the policies listed under Section V. of Part One of this document.
- C. Interim Rent Re-determinations:** If there are changes in a family's circumstances between the dates for an annual re-examination, the amount of Family Rent may also change.
- D. On-Going Information and Assistance to Families:** The PHA will provide on-going information and assistance to families on matters within the Agency's scope of responsibility. PHA staff will refer families to the appropriate social services agency when the need for information or supportive services is beyond the PHA's mission as a housing agency.

§882.212(b)
§5.617(a)§882.212(b)
§887.357**II. REQUIREMENTS FOR CONTINUED ELIGIBILITY**

- A. Obligations of the Family:** When a family's unit is approved and the Housing Assistance Payment Contract is executed, the family must follow the terms specified in the lease and the rules listed below in order to continue participating in the Section 8 Voucher Program.
1. The Family must:
- a. Supply any information that the PHA or HUD determines to be necessary, including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled

§882.118
§882.212

§982.551

SECTION 8 ADMISSION & OCCUPANCY POLICIES

reexamination or interim reexamination of family income and composition.

- b. Disclose and verify Social Security numbers and sign and submit consent forms for obtaining information.
- c. Supply any information requested by the PHA to verify that the family is living in the unit or information related to family members' absence from the unit.
- d. Promptly notify the PHA in writing when the family is away from the unit for an extended period of time in accordance with PHA policies.
- e. Allow the PHA to inspect the unit at reasonable times and after reasonable notice.
- f. Notify the PHA and the owner in writing before moving out of the unit or terminating the lease. This must be done in accordance with the terms and conditions of the lease.
- g. Use the assisted unit for residence by the family. The unit must be the family's only residence.
- h. Promptly notify the PHA in writing of a birth or adoption, or when awarded custody of a child.
- i. Request PHA written approval to add any other family member as an occupant of the unit.
- j. Promptly notify the PHA in writing if any family member no longer lives in the unit.
- k. Give the PHA a copy of any owner eviction notice.
- l. Pay utility bills and supply appliances that the owner is not required to supply under the lease.
- m. Disclose to the PHA, within 10 working days of receiving it, any information received from HUD on income, earnings, wages or unemployment compensation discrepancies pursuant to HUD's income matching verification procedures.

2. Any information the family supplies must be true and complete.

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3. The family (*including each family member*) must not:
 - a. Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).
 - b. Commit any serious or repeated violation of the lease.
 - c. Commit fraud, bribery or any other corrupt or criminal act in connection with the program.
 - d. Participate in illegal drug or violent criminal activity.
 - e. Sublease or let the unit or assign the lease or transfer the unit.
 - f. Receive Section 8 tenant-based program housing assistance while receiving another housing subsidy, for the same unit or a different unit under any other federal, state or local housing assistance program.
 - g. Damage the unit or premises (*other than damage from ordinary wear and tear*) or permit any guest to damage the unit or premises.
 - h. Receive Section 8 tenant-based program housing assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
 - i. Engage in illegal use of a controlled substance; or abuse of alcohol that threatens the health and safety or right to peaceful enjoyment of the premises by other residents.

B. Families Receiving Zero Rental Assistance: Participants §882.212(c), (d)
will remain eligible for the Section 8 Program for 180 days, or
six months, at zero rental assistance if their income increases
to a point that their Total Tenant Payment (TTP) is equal to or §982.312
exceeds the gross rent for the unit. The Housing Assistance §982.455
Payment Contract between the PHA and the owner terminates
automatically 180 calendar days after the last housing

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assistance payment to the owner.

C. Persons Temporarily Absent from Unit: Participant families who must be out of their unit for an extended period of time due to vacation, hospitalization or imprisonment, will remain eligible for continued participation, subject to PHA approval, provided that they: §982.312

1. Remain in compliance with the terms of the Section 8 Program and their Assisted Lease;
2. Supply any information or certification requested by the PHA to verify that the family is residing in the unit, or relating to family absence from the unit;
3. Remain absent from the unit for a period of no more than 180 consecutive calendar days in any circumstance, or for any reason.

Housing Assistance Payments terminate if the family is absent for longer than the maximum period permitted. The Housing Assistance Payment Contract and lease also terminate.

D. Death of a Section 8 Participant: When a Section 8 participant dies, and there are no remaining members of the tenant family, the HAP subsidy ends with that month. The PHA is not permitted to pay a subsidy for the any portion of the following month.

E. Family Separation: Participant families who separate while being assisted under the tenant-based programs will be assessed on a case-by-case basis to determine which family members remain assisted under the program. Except in cases involving domestic abuse (see #6 below), the PHA policy will be that:

1. The Head or Co-Head of Household who has full custody of any minor children will retain the use of the tenant-based Voucher. §982.315
2. In cases where the Head and Co-Head of Household have a joint custody arrangement for minor children, the original head of household will retain the use of the tenant-based Voucher.
3. In cases where there are two adult Co-Heads of Household

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with no minor children, the original head of household will retain the use of the tenant-based Voucher.

4. In the event that the Head of Household moves out of the assisted unit and is no longer a participant on the Voucher Program, a remaining adult household member, with or without minor children, will be considered eligible for continued assistance on the Voucher Program.
5. If a separation is the result of a divorce or separation under a settlement or judicial decree, the PHA will follow any court determination of which family members keep the Voucher assistance.
6. In cases involving domestic abuse, the PHA may allow the victim(s) to keep their Voucher assistance and require the perpetrator(s) of the domestic violence to be removed from the lease, even if the perpetrator is the Head of Household.

F. Family Moves With Continued Assistance: A participant family may move to a new unit with continued tenant-based assistance if:

1. The Assisted Lease for the old unit has terminated. This includes a termination because:
 - a. The PHA has terminated the Housing Assistance Payment Contract for the owner's breach of the terms of the contract, or,
 - b. The lease has terminated by mutual agreement of the owner and the tenant.
2. The owner has given the tenant a Notice to Vacate, or has commenced an action to evict the tenant, or has obtained a court judgment or other process allowing the owner to evict the tenant.
3. The tenant has given Notice of Lease Termination.
 - a. The family may terminate the lease in accordance with the terms of the lease. §982.314
 - b. If the family terminates the lease on notice to the owner, the family must give the PHA a copy of the Notice of Termination at the same time. §982.309

4. **Victim of Domestic Violence.** A family may move to another unit with continued tenant-based assistance if the family has complied with all other obligations of the Section 8 program but may have moved out of the assisted dwelling unit without giving proper notice in order to protect the health and safety of a family member who is or was the victim of domestic violence, dating violence or stalking and who reasonably believed he or she was imminently threatened by harm from further violence if he or she remained in the assisted dwelling unit. The PHA may require an applicant or participant who is or claims to be a victim of domestic violence to provide a signed certification or other documentation. (See Appendix M, VAWA Policy).

III. TERMINATING ASSISTANCE TO ILLEGAL DRUG USERS AND ALCOHOL ABUSERS

The PHA may terminate Section 8 Assistance to any person who it determines is illegally using a controlled substance and/or to any person if it determines that the person's abuse of alcohol interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.

IV. ANNUAL RE-EXAMINATIONS

- A. Timing of Annual Re-Examinations:** Re-examinations are conducted at least annually, based on the anniversary date of the family's initial move-in date into that unit. §5.617
§982.516

B. Requirements for Annual Re-Examinations:

1. **Application for Tenant Eligibility and Re-Certification:** The family must complete an Application for Continued Participation.
2. **Use of Confidential Information/Data Practices:** Information that is obtained directly from participants, or from those persons authorized by participants, will be used or disclosed only for purposes relating directly to the administration of the Section 8 Program. All information that is "private data on individuals" under the Minnesota Government Data Practices Act (Minn. Stat. Sec. 13.01 and following) will be handled in compliance with that law. Information obtained from HUD's online UIV/EIV systems will be used, stored and

disposed of in compliance with HUD requirements.

V. **INTERIM RE-EXAMINATIONS**

§882.212(b)

§887.357

The PHA may conduct re-examinations more frequently than once a year due to special family circumstances or changes in program regulations. The family's eligibility for continued occupancy will only be determined during a regular or interim re-examination.

A. **Unusual Income Situations:** The PHA will initiate more frequent re-examinations under the following circumstances:

§813.106(d)

1. Families with **zero income** must have their incomes re-examined at least every 90 days.
2. Families with **income that cannot be projected with reasonable accuracy** due to its temporary or sporadic nature will have more frequent re-examinations:
 - a. They will have their incomes re-examined at intervals of not less than 30 days (monthly) and no more than 90 days (quarterly).
 - b. The PHA will set a schedule for re-examinations that is appropriate to the family's circumstances.
3. If a family has a pattern of seasonal or irregular income that results in reasonably consistent annual income from year to year, as shown by data in HUD's Enterprise Income Verification (EIV) online data system or similar reliable data source(s), the PHA will calculate the family's rent based on that historical data.
4. A family with a pattern of seasonal income, that does not result in reasonably consistent annual income from year to year, has two options at the time of their annual reexamination:
 - a. They may choose to have their rent based on a year-around average, using records of recent years' income patterns; **or**
 - b. They may choose to have their rent based upon their lower monthly income during the off-season and have their rent adjusted during the period of seasonal employment.

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- c. A family may not change their choice between annual reexaminations.

B. Other Interim Re-Examinations: Between regularly scheduled re-examinations, if there are changes in a family's income, household composition, or eligible deductions, an interim re-examination may be conducted. §882.212(b)
§887.357

- 1. **Family Requests for Re-Examinations:** Families have the choice of requesting an interim re-examination under the following circumstances:
 - a. They receive a decrease in income which may result in a rent decrease; or
 - b. They have an increase in the following eligible allowances or deductions:
 - (1) An increase in expenses for the care of a child or member with a handicap, or
 - (2) An increase in permissible deductions and/or expenses due to a change in HUD regulations, or
 - (3) For elderly families only, an increase in medical expenses; or
 - (4) An increase in the number of dependents.

2. **Circumstances Requiring an Interim Re-Examination:** An Interim Re-examination must be performed when any one of the circumstances listed below occurs. In these circumstances, all changes in household status and income will be considered in determining Total Tenant Payment: §813.102
§882.212(b)
§887.357

- a. **Household Changes:** New persons may not be added to the household without the PHA's prior approval other than the addition of a child by birth or adoption. The PHA will not approve the addition of new household member(s) if doing so would cause the unit to be overcrowded. The household voucher size will only be increased if the addition of household member(s) is expected to be of a long-term duration (12 months or more). A person is considered to have moved into the unit if they have stayed at the unit for more than 14 consecutive days or more than 30 days spread over a 12-month period. §982.551(h)(2)

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b. **Change in Voucher Size:** When the addition or loss of household members causes a change to the voucher size, the change in voucher size will only be made at the next regularly scheduled re-examination. Unless the addition to the household causes the household to be overcrowded. If the household is overcrowded, the PHA will require the family to move to a larger unit.

c. **Required Reporting:** Tenants must report all changes in household composition within 10 days of the occurrence involving:

1. Any addition or loss of an adult member; or
2. The addition or loss of a minor to the household. (see below).
3. The addition of a newborn to the household does not require an interim re-examination unless the addition of the newborn would be accompanied by an increase in monthly income of \$400 or more.

d. **Adding Minors to a Household:** The PHA may approve a head of household's request to add a minor to the household if the head of household or another adult household member proves that he or she has legal custody of the minor, by providing one of the following documents:

1. Birth certificate showing that the adult household member is the biological parent of the minor
2. Legal proof of adoption
3. Court order awarding custody
4. Written Delegation of Parental Authority, under Minnesota Statutes Section 524.5.211.

NOTE: A Delegation of Parental Authority, under the statute, is a temporary delegation of authority from a parent of a child to another adult, valid for up to one year. It should be reviewed annually and may be renewed.

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- e. **Increased Income:** Families must report an increase in monthly gross household income totaling \$400 or more. The \$400 increase in monthly income is cumulative.
 - (1) When an error is made by the PHA at admission or re-examination, the participant is encouraged to report the error to the PHA as soon as they become aware of it so an Interim Re-Examination can be conducted.
 - (2) No retroactive rent increase will be made against the family when the PHA has made an error.

C. Timing of Changes for All Participants: Upon completion of any re-examination, the PHA will promptly notify the family and owner of the new Family Rent Housing Assistance Payment and Total Rent to Owner.

1. **Rent Decrease:** If the Family Rent decreases as a result of any income re-examination, the new rent amount will be effective with the next month's rent payment.
2. **Rent Increase:** If the Family Rent increases as a result of an annual income re-examination, the PHA must provide 30 days written notice to the participant of the new rent amount.
3. **Interim Changes:** The participant is required to report, within 10 days of the date the change occurs, any changes in income or family composition as described in Section V.B.2. of this Part that occur between regularly scheduled re-examinations. Rent increases that result from such an interim change will be effective the first of the month following 40 days from the day the change occurred.
4. **Failure to Report Increases:** If the family fails to report an increase in total family income of \$400 a month or more as specified in Part Six., Section V.B. 2.b., the PHA may increase the required Family Rent retroactively, or terminate the family from the Section 8 Program for failure to comply with program regulations. The rent increase may be imposed retroactive to the first day of the second month after the increase in income occurred.
5. **Notification:** The PHA will notify the family in writing of any change in the Family Rent and state the reasons. The PHA will give the family an opportunity to request an

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informal hearing on the matter.

VI. RENT CHANGES

At least three months prior to the annual re-exam date, the owner is notified of the family's annual re-exam and pending HQS inspection. Any changes to the lease, including rent increases, will be processed according to the terms of the lease. The owner must notify the tenant in writing of any changes with a copy to the PHA.

A. Rent Determinations: Any increase requested by the landlord must meet the rent reasonableness test and must be agreed to by the family and the landlord. If the family does not agree to the rent increase proposed by the landlord, they may give proper notice to vacate the unit. Family Rents may change if the Payment Standard changes. The Payment Standard for the family must be changed at the time of re-examination if one of the following occurs: §887.353(b)(2)

1. The PHA's Payment Standard applicable to the family has increased;
2. New Subsidy Standards have been adopted by the PHA that change the unit size for which the family qualifies;
3. The family's size or composition has changed, requiring a different unit size;
4. The family moves, and the new unit has a different Payment Standard.

§887.353(b)(3)
§982.509

VII. INELIGIBILITY DETERMINATIONS

Participants will be ineligible for continued participation if any of the following occurs:

- A.** The family fails to comply with any of the obligations under this program; (*See Part One, Section II.B. for additional grounds for termination of assistance*). §982.552(b)(1)
- B.** The family fails to comply with the terms of a Payment Agreement for monies owed to the PHA or to another housing authority; §982.552(b)(8)
§982.455
- C.** The family receives no rent assistance for six months (that is, if the family's income has remained at a level where their TTP is equal to or exceeds the gross rent for the unit). The

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Housing Assistance Payment Contract between the PHA and the owner terminates automatically 180 days after the last Housing Assistance Payment to the owner.

§982.312

- D.** If all members of the participant family are out of the unit for a period of more than 180 consecutive days for any reason, Housing Assistance terminates.

VIII. NOTICE TO INELIGIBLE FAMILIES

- A. PHA Notice:** The PHA will give the participant prompt written notice of a decision that the family has been determined to be ineligible for continued program participation. The written notice will contain a brief statement of the reasons for the decision.

§982.552(f)

§982.555

- B. Informal Hearing:** The notice will state that if the participant does not agree with the determination, the participant may request an informal hearing to present objections to the determination. The request for an informal hearing must be in writing, and it must be received by the PHA within 10 days of the date of the PHA notification letter.

1. The PHA will not provide a participant family an opportunity for an informal hearing in the following instances:
 - a. Discretionary administrative determinations by the PHA.
 - b. General policy issues or class grievances.
 - c. Establishment of the PHA schedule of utility allowances for families in the program.
 - d. A PHA determination to approve an extension or suspension of a certificate or voucher term.
 - e. A PHA determination not to approve a unit or lease.
 - f. A PHA determination that an assisted unit is not in compliance with HQS.
 - g. A PHA determination that the unit is not in accordance with HQS because of the family size.
 - h. A determination by the PHA to exercise or not

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exercise any right or remedy against the owner under a HAP contract.

(See Appendix G.)

IX. UNIT SIZE DETERMINATION

During annual and interim re-examinations, the family composition will be evaluated to determine the minimum and maximum unit size appropriate to their needs, following the PHA's Subsidy Standards.

The family may lease an otherwise acceptable unit with fewer bedrooms than the family unit size. However, the unit must meet the applicable HQS space requirements. The family may also lease an otherwise acceptable unit with more bedrooms than the family size requires. §982.402(d)(2)

A. Units Too Small: During the annual or interim re-examination, if the family size requires a larger unit to comply with the PHA's Subsidy Standards, they will be issued a new Voucher which would allow a move to a unit of the appropriate size. The family must try to find an acceptable unit as soon as possible. If an acceptable unit is available for rent by the family, the PHA must terminate the Housing Assistance Payment Contract for the first unit in accordance with its terms. §982.403

B. Units Too Large: Decreases or changes in family composition can reduce the size of the unit for which a family qualifies.

1. If the Voucher size is too large for the family size, the PHA will issue the family a new Voucher that is appropriate for the family.
2. Families who are currently renting a unit with a gross rent that is higher than the Payment Standard for the smaller unit size they now qualify for will not be required to move. However, the amount of subsidy provided on their behalf will be reduced to reflect the lower Payment Standard for which they now qualify.

3. The Payment Standard for the family must be the lower of:
 - a. The Payment Standard for the family unit size; or;

§982.402(c)(2)

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- b. The Payment Standard for the unit rented by the family.

X. UNIT INSPECTIONS

§882.118(a)(2)

Housing Quality Standards (HQS) will be used to determine the acceptability of units rented in conjunction with the Section 8 Programs. HQS inspection forms are completed for each unit inspection and maintained in the participant file. If a unit fails to meet HQS, the owner and tenant family are notified in writing of the deficiencies that need to be corrected in order to permit Section 8 Rent Assistance for that unit. Unit inspections are conducted by Housing Inspectors at various points in tenancy:

§982.405

- A. Move-In Inspection:** Is conducted to determine the initial condition of the unit prior to the tenant's move-in and/or start of Section 8 Rent Assistance.
- B. Annual Inspection:** Is conducted 60-90 days prior to the participant's annual re-examination date. In the case of a failed annual inspection, repairs must be made prior to the participant's annual re-examination date. For emergency repairs, the repairs must be completed within the time frame indicated in the emergency repair notification letter.
- C. Special Request Inspection:** Is conducted at the request of the tenant, owner or neighborhood to assess unit conditions that may be Housing Quality Standards deficiencies.
- D. Move-Out Inspection:** Is conducted following the tenant move-out to assess unit condition that may result in an owner assessment of damages beyond normal wear and tear. Move-out inspections will only be conducted if the owner had executed a Housing Assistance Payment Contract for the tenant with the PHA prior to the effective date of the HUD Conforming Rule of 7/3/95, in which case the owner may be entitled to file a claim with the PHA for damages, unpaid rent or vacancy loss.
- E. Quality Control Inspection:** Is conducted on a percentage of Section 8 units of all types to ensure consistency in HQS inspections, and that rental units continue to meet the program standards.

XI. HOUSING ASSISTANCE PAYMENTS TO OWNERS

A. Rent Assistance Payments: Housing Assistance Payments to owners on behalf of Section 8 participants are made by check approximately on the first working day of the month and the fifteenth of each month. If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term (by the 10th of the month), the PHA shall pay the owner late rent penalties in accordance with state and local practices and the terms of the lease. The owner must request, in writing, the payment of such late fees. The PHA shall not be obligated to these penalties if the payments are late due to circumstances beyond the control of the PHA. §982.311

B. PHA Rights and Remedies: The PHA rights and remedies against the owner under the Housing Assistance Payment Contract include recovery of overpayments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the Housing Assistance Payment Contract. The PHA will attempt to recover any overpayments to an owner. If an overpayment to an owner exceeds \$1000 and occurs because of owner fraud, and if this amount is not repaid by the owner, the PHA will attempt to obtain a judgment in the appropriate court and will file a claim through the Minnesota Revenue Recapture Program. §982.453

C. Payments Under the Housing Assistance Payment Contract: Housing Assistance Payments are paid to the owner in accordance with the terms of the Housing Assistance Payment Contract. Housing Assistance Payments may only be paid to the owner during the lease term and while the family is residing in the unit.

1. Housing Assistance Payments terminate when the lease is terminated by the owner in accordance with the lease. However, if the owner has commenced the process to evict the tenant and the family continues to reside in the unit, the PHA must continue to make Housing Assistance Payments to the owner in accordance with the Housing Assistance Payment Contract until the owner has obtained a court judgment or other process allowing the owner to evict the tenant. The PHA may continue such payments until the family moves from, or is evicted from the unit.
2. If the family moves out of the unit, the PHA may not make

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any Housing Assistance Payment to the owner for any month after the month when the family moves out. The owner may keep the Housing Assistance Payment for the month when the family moves out of the unit.

3. If a participant family moves from an assisted unit with continued assistance, the term of the assisted lease for the new unit may begin during the month the family moves out of the first assisted unit. Overlap of the last Housing Assistance Payment in the old unit and the first Assistance Payment for the new unit is not considered to constitute a duplicative Housing Subsidy and, therefore, may occur. §982.311

XII. OWNER TERMINATION OF TENANCY

A. During the term of the lease, the owner may not terminate the tenancy except on the following grounds:

1. Serious violation (including but not limited to: failure to pay rent or other amounts due under the lease) or repeated violation of the terms and conditions of the lease;
2. Violation of federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the premises; or
3. Other good cause. (See #5 below; acts of domestic violence are not good cause for terminating the tenancy of the victim.)
4. Nonpayment by PHA: Not grounds for termination of tenancy.
 - a. The family is not responsible for payment of the portion of the rent to owner covered by the housing assistance payment under the HAP contract between the owner and the PHA.
 - b. The PHA's failure to pay the housing assistance payment to the owner is not a violation of the lease between the tenant and the owner. During the term of the lease the owner may not terminate the tenancy of the family for nonpayment of the PHA housing assistance payment.

5. **Criminal activity:** Any of the following types of criminal activity by the tenant, any member of the household, a §982.310

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guest or another person under the tenant's control shall be cause for termination of tenancy:

- a. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents;
 - b. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises; or
 - c. Any drug-related criminal activity on or away from the premises.
 - d. Criminal activity directly relating to domestic violence, dating violence or stalking shall not be considered cause for termination of assistance or tenancy if the tenant or a family member is the victim of the domestic violence, dating violence or stalking. (See Appendix M, VAWA Policy)
 - e. An owner or manager may bifurcate a lease in order to evict, remove or terminate assistance to any individual who is a tenant and who engages in criminal acts of physical violence against family members or others, without evicting or terminating assistance to the victim who is also a tenant or lawful occupant
6. **Other good cause** for termination of tenancy by the owner may include, but is not limited to, any of the following examples:
- a. Failure by the family to accept the offer of a new lease or revision;
 - b. A family history of disturbance of neighbors or destruction of property, or of living or housekeeping habits resulting in damage to the unit or premises;
 - c. The owner's desire to use the unit for personal or family use, or for a purpose other than as a residential rental unit; or
 - d. A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, or desire to lease the unit at a higher rental).

SECTION 8 ADMISSION & OCCUPANCY POLICIES

7. During the initial lease term, the owner may not terminate the tenancy for “other good cause”, unless the owner is terminating the tenancy because of something the family did or failed to do. For example, during this period, the owner may not terminate the tenancy for “other good cause” based on any of the following grounds: failure by the family to accept the offer of a new lease or revision; the owner’s desire to use the unit for personal or family use, or for a purpose other than as a residential rental unit; or a business or economic reason for termination of the tenancy (See #6.d, of this section).

B. Owner Notice: The owner must give the tenant a written notice that specifies the grounds for termination of tenancy during the term of the lease. The tenancy does not terminate before the owner has given this notice, and the notice must be given at or before commencement of the eviction action. §982.310(e)

1. The notice of grounds must be given at or before the commencement of the eviction action. The notice of grounds may be included in, or may be combined with, any owner eviction notice to the tenant.
2. The owner eviction notice means a notice to vacate, or a complaint or other initial pleading used under state or local law to commence an eviction action. The owner must give the PHA a copy of any owner eviction notice to the tenant.
3. Eviction by court action: The owner may only evict the tenant from the unit by instituting a court action.

C. End of Lease Term, Termination of Tenancy: At the end of the initial term and at the end of any successive definite term, an owner may terminate the tenancy without cause. A proper written notice must be provided to the tenant in accordance with the notice period specified in the lease agreement.

D. The PHA may abate or reduce Housing Assistance payments to the owner or terminate the Housing Assistance Payment Contract if the unit fails to meet the Housing Quality Standards, unless the owner corrects the deficiencies within the period of time specified by the PHA. However, the owner is not responsible for a breach of the HQS that is not caused by the owner and for which the family is responsible. §982.404

SECTION 8 ADMISSION & OCCUPANCY POLICIES

1. Abatement of Housing Assistance Payments will occur if the unit fails to meet Housing Quality Standards at the time of the tenant's unit anniversary date. The family would then be responsible for the tenant portion of the rent for the duration of the abatement.
2. Abatement of Housing Assistance Payments will occur if the unit fails to meet Housing Quality Standards during the term of the contract. The family would then be responsible for the tenant portion of the rent for the duration of the abatement.

If the unit continues not to meet Housing Quality Standards and the abatement continues for a period of two months, the PHA will terminate the contract with the owner. The PHA will then issue the family a new Voucher and the family must find an acceptable unit as soon as possible, which could include the current unit.

APPENDIX A

SECTION 8 PROGRAM DEFINITIONS

1. **ADJUSTED INCOME:** Annual income minus \$480 for each dependent and an allowance for certain expenses to care for children and handicapped household members. Elderly and disabled households have an additional \$400 allowance and may also deduct certain medical expenses. (*Defined in 24 CFR §5.611*).
2. **ADMISSION:** The effective date of the first Housing Assistance Payments Contract for a family (*first day of initial lease term*) in a tenant-based program. This is the point when the family becomes a participant in the Section 8 Program.
3. **ANNIVERSARY DATE:** The yearly date that reflects the family's initial move-in date for a particular unit.
4. **ANNUAL CONTRIBUTIONS CONTRACT (ACC):** A written agreement between HUD and a PHA to provide funding for operation of the program, and the PHA agrees to comply with HUD requirements for the program.
5. **ANNUAL INCOME:** The anticipated total income from all sources, monetary or not, received by the head of household and spouse (*even if temporarily absent*) and by each additional member of the family, 18 years and older, including all net income derived from assets, for the 12-month period following the effective date of initial determination or reexamination of income. (*Defined in 24 CFR §5.609*).

Annual income includes, but is not limited to: the full amount of wages and salaries; net income from a business or profession; net income of any kind from assets; periodic payments from Social Security, annuities, insurance policies, retirement income, pensions, disability or death benefits; payments in lieu of earnings; welfare assistance; alimony and regular contributions or gifts; all regular pay, special payments and allowances received by a member of the Armed Forces; payments to the head of the household for support of a minor; relocation payments made to displaced persons under the Uniform Relocation Act.

Annual income does not include: non-recurring income, defined as casual, sporadic, and irregular, gifts, reimbursements for the cost of treatment of an illness or medical care, or certain temporary foster care payments, non-recurring or sporadic income; income from employment of minors (including foster children); (income of certain care providers); lump sum additions to family assets; the full amount of student financial assistance paid directly to the student or to the educational institution; special pay to a family member serving in the Armed Forces who is exposed to hostile fire; income from certain training programs; reparation payments; earnings in excess of \$480 for each full-time student who is 18 years old or older (excluding head of household or spouse); adoption assistance payments in

excess of \$480 per adopted child; refunds or rebates received by the family for property taxes paid on the dwelling unit; 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 National Housing Act of 1937 or Section 236 of the National Housing and Community Development Act of 1974.

6. **APPLICANT (Applicant Family):** A family that has applied for admission to a Section 8 Program, but is not yet a participant in the program.
7. **ASSETS:** Assets for determining eligibility for admission to, continued participation in the Section 8 Program, and for calculating Total Tenant Payment include, but are not limited to: savings, cash, resources having redemptive or interest accruing value, equity in or net cash value after deducting reasonable costs that would be incurred in disposing of real property (excluding burial plots), stocks, bonds and other forms of capital investments. The equity in a housing cooperative unit or in a manufactured home in which the family resides shall be excluded only if the family continues to reside in the cooperative unit or manufactured home after admission to the program. The value of personal property such as furniture and automobiles is to 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).

In determining net family assets, the PHA shall include the value of any 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 re-examination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant received important consideration not measurable in dollar terms.

8. **ASSISTED LEASE (Lease):** A written agreement between an owner and a family for the leasing of a dwelling unit to the family with assistance payments under a Housing Assistance Payment Contract between the owner and the PHA.
9. **CARE ATTENDANT/LIVE-IN AIDE:** A person living with a Section 8 applicant or participant, who is determined by the PHA to be essential to the care and well being of a family member; who is not obligated to support the family member; and who would not be living in the unit except to provide the supportive services.
10. **CHILD CARE EXPENSES:** Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such is necessary to enable a family member to be gainfully employed, to further his or her education, or to permit a family member to actively seek employment.

The amount deducted shall reflect reasonable charges for childcare, and, in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment. The amount deducted shall only be to the extent such amounts are not reimbursed.

11. **CHILD CUSTODY:** A child shall be considered to be a member of the family of a Section 8 applicant or participant if the child lives with the applicant or participant a minimum of 184 days per year.
12. **CITIZEN:** A citizen or national of the United States.
13. **COMMON SPACE:** In the case of shared housing, space available for use by the assisted family and other occupants of the unit.
14. **CONTINUOUSLY ASSISTED:** An applicant is continuously assisted under the 1937 Housing Act if the family is already receiving assistance under any 1937 Housing Act program when the family is admitted to the Voucher program. A family will be considered continuously assisted only if there is no interruption in assistance between programs.
15. **CONTIGUOUS MSA:** In portability, an MSA that shares a common boundary with the MSA in which the jurisdiction of the initial housing authority is located.
16. **CONTRACT:** See HOUSING ASSISTANCE PAYMENTS CONTRACT and HOUSING VOUCHER CONTRACT.
17. **CRIMINAL ACTIVITY:** Criminal activity is defined as follows: Criminal activity includes, but is not limited to conduct that is unlawful, forbidden by and punishable by fine and/or imprisonment under Minnesota law and local ordinances. The conduct need not be reported to a law enforcement agency, and need not result in an arrest or prosecution. Such conduct includes, but is not limited to, possession, use or sale of a small amount of marijuana, any other petty misdemeanor, and acts of physical violence or the threat of such acts. Neither proof beyond a reasonable doubt nor conviction in a court of law is necessary to establish violation of the terms of the Dwelling Lease.
18. **DATING VIOLENCE:** Violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - a. The length of the relationship.
 - b. The type of relationship.
 - c. The frequency of interaction between the persons involved in the relationship.(See Appendix M: VAWA Policy)
19. **DECENT, SAFE AND SANITARY:** Housing is decent, safe and sanitary if it meets the requirements of HUD and the PHA as established for this program.

- 20. DEPENDENT:** A member of the family household (*excluding foster children or foster adults*) other than the family head or spouse, who is under 18 years of age or is a disabled person, or is a full-time student.
- 21. DISABLED PERSON:** A person shall be considered disabled if such person is under a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423) or in Section 102 (b) (5) of the Development Disabilities Services and Facilities Construction Amendment of 1970 (42 U.S.C. 6001 [7]). Section 223 of the Social Security Act defines disability as:
- a. Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death, or which has lasted or can be expected to last for a continuous period of not less than 12 months; or
 - b. In the case of an individual who has attained the age of 55 and is blind (within the meaning of "blindness" as defined in Section 416 (i) (1) of this title), inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time.

Section 102 (b) (5) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970 defines disability as: a disability attributable to mental retardation, cerebral palsy, epilepsy, or another neurological condition of an individual found by the Secretary of Health and Human Services to be closely related to mental retardation or to require treatment similar to that required for mentally retarded individuals, which disability originates before such individual attains age eighteen, which has continued or can be expected to continue indefinitely and which constitutes a substantial handicap to such individual.

- 22. DISPLACED PERSON OR FAMILY:** A family or an individual about to be displaced, or who has been displaced by governmental action, or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws.
- 23. DOMESTIC VIOLENCE:** Domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under Minnesota laws on domestic or family violence, or by any other person against an adult or youth victim who is protected from that person's acts under Minnesota law.
(See Appendix M: VAWA Policy)

24. **DRUG:** Drug means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. Section 802) and/or as defined in Minnesota Statutes, Section 152.01.
25. **DRUG-RELATED CRIMINAL ACTIVITY:** Drug-related criminal activity means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with the intent to manufacture, sell, distribute or use the drug.
26. **EIV/UIV: ENTERPRISE INCOME VERIFICATION AND UPFRONT INCOME VERIFICATION:** These online HUD data systems give the PHA access to employment and wage information from the national “New Hires” database, State Wage Income Collection Agencies (SWICA) and other data sources, starting in 2005.
27. **ELDERLY PERSON OR FAMILY:** A family whose head (*or spouse*) or whose sole member is at least sixty-two years of age.
28. **ENTERPRISE INCOME VERIFICATION** - See “EIV/UIV”.
29. **EXCEPTION RENT:** In the Voucher Program, the Housing Authority may adopt a payment standard up to the exception rent limit approved by HUD for the Housing Authority Certificate Program.
30. **EXTENDED FAMILY:** An extended family, meaning a household which includes grandparents, cousins, nieces, nephews, aunts and uncles, or other family members who are not immediate family.
31. **EXTREMELY LOW INCOME FAMILY:** A family whose annual income does not exceed 30 percent of the median income for the area as determined by HUD and adjusted for family size.
32. **FAIR MARKET RENT (FMR):** The rent, including the cost of utilities (except telephone), that would be required to be paid in the housing market area to obtain privately owned, existing, decent, safe and sanitary rental housing of modest (non-luxury) nature with suitable amenities in the market area. Fair Market Rents for existing housing are established by HUD for housing units of varying sizes (*number of bedrooms*).
33. **FAMILY:** A group of persons living together who are related by blood, marriage, act of law, or evidence of a stable relationship in which resources and expenses are shared; a single person who is age 62 or older, a displaced person, a disabled person, any other single person household, or the remaining member of a previously participating family group.
34. **FAMILY RENT:** In the Voucher program, the portion of rent to owner paid by the family
35. **FAMILY SHARE:** The portion of rent and utilities paid by the family.

- 36. FAMILY SELF-SUFFICIENCY PROGRAM (FSS):** The program established by the PHA to promote self-sufficiency of assisted families, including the provision of supportive services.
- 37. FAMILY UNIT SIZE:** The appropriate number of bedrooms for a family. Family unit size is determined by the PHA using the PHA-adopted subsidy standards.
- 38. FULL-TIME STUDENT:** A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.
- 39. GROSS RENT:** The total of the rent to owner plus the utility allowance. If there is no utility allowance because the rent to owner includes all utilities, the gross rent and the rent to owner will be the same amount.
- 40. HANDICAPPED ASSISTANCE EXPENSES:** Reasonable expenses that are anticipated, during the period for which Annual Income is computed, for attendant care and auxiliary apparatus for a family member with a handicap or disability, and that are necessary to enable a family member (including the member with a handicap or disability) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.
- 41. HANDICAPPED PERSON:** A person will be considered handicapped if such person is determined to have a physical or mental impairment which:
- a. Is expected to be of long-continued and indefinite duration;
 - b. Substantially impedes his or her ability to live independently; and
 - c. Is of such nature that his or her ability to live independently could be improved by more suitable housing conditions.
- 42. HAP CONTRACT:** See Housing Assistance Payments Contract.
- 43. HEAD OF THE HOUSEHOLD:** The adult member of the family who is designated as Head of Household for purposes of determining initial and ongoing program eligibility, and who assumes legal and financial responsibility for the household.
- 44. HOUSING AGENCY/AUTHORITY (HA):** A State, county, municipality or other governmental entity or public body (*or agency or instrumentality thereof*) authorized to engage in or assist in the development or operation of low-income housing. (“PHA” and “HA” mean the same thing).

- 45. HOUSING ASSISTANCE PAYMENT:** The monthly assistance payment made by the PHA. The total assistance payment consists of:
- a. A payment to the owner for rent under the family's lease.
 - b. An additional payment to the family if the total assistance payment exceeds the rent to owner. This additional payment is called a utility reimbursement.
- 46. HOUSING CHOICE VOUCHER (VOUCHER):** A document issued by a PHA to a family selected for admission to the Section 8 Housing Choice Voucher Program. The Voucher describes the program, and the procedures for PHA approval of a unit selected by the family. The Voucher also states the obligations of the family under the program.
- 47. HOUSING ASSISTANCE PAYMENTS CONTRACT (HAP CONTRACT):** A written contract between a Housing Authority and an owner, in the form prescribed by HUD Headquarters, in which the Housing Authority agrees to make housing assistance payments to the owner on behalf of an eligible family.
- 48. HUD:** The U.S. Department of Housing and Urban Development.
- 49. HOUSING QUALITY STANDARDS (HQS):** The HUD minimum quality standards for housing assisted under the tenant-based programs.
- 50. INCOME:** Income from all sources of each member of the household as determined in accordance with criteria established by HUD. (*See also "Annual Income."*)
- 51. INFORMAL HEARING:** A review of the PHA's decisions related to the individual circumstances of a participant family. The hearing will be conducted by a person who made or approved the decision under review or a subordinate of such person, at which an applicant or participant may present objections to the PHA's action or failure to act.
- 52. INFORMAL REVIEW:** A review of PHA's decisions denying assistance to the applicant. The review will be conducted by a person or persons other than the person who made or approved the decision under review or a subordinate of such person.
- 53. INITIAL CONTRACT RENT:** The Contract Rent to Owner at the beginning of the initial lease term.
- 54. INITIAL PHA:** In portability, the term refers to both:
- a. A Housing Authority that originally selected a family that subsequently decides to move out of the jurisdiction of the selecting Housing Authority; and
 - b. A Housing Authority that absorbed a family that subsequently decides to move out of the jurisdiction of the absorbing HA.

- 55. INITIAL LEASE TERM:** The initial term of the assisted lease.
- 56. INITIAL PAYMENT STANDARD:** The payment standard at the beginning of the HAP contract term.
- 57. INITIAL RENT TO OWNER:** The rent to owner at the beginning of the HAP contract term.
- 58. JURISDICTION:** The area in which the HA has authority under state and local law to administer the program.
- 59. LEASE:**
1. A written agreement between an owner and a tenant for the leasing of a dwelling unit to the tenant. The lease establishes the conditions for occupancy of the dwelling unit by a family with housing assistance payments under a Housing Assistance Payment Contract between the owner and the HA.
 2. In cooperative housing, a written agreement between a cooperative and a member of the cooperative. The agreement establishes the conditions for occupancy of the member's cooperative dwelling unit by the member's family with housing assistance payments to the cooperative under a HAP contract between the cooperative and the PHA. For purposes of this part 982, the cooperative is the Section 8 "owner" of the unit, and the cooperative member is the Section 8 "tenant."
- 60. LEASE ADDENDUM:** In the lease between the tenant and the owner, the lease language required by HUD.
- 61. LIVE-IN AIDE/CARE ATTENDANT:** (See Care Attendant/Live-In Aide).
- 62. LOCAL PREFERENCE:** A preference used by the PHA to select among applicant families.
- 63. LOW INCOME FAMILY:** A family whose annual income does not exceed 80 percent of the median income for area as determined by HUD and adjusted for family size.
- 64. MODERATE REHABILITATION:** Rehabilitation involving a minimum expenditure of \$1,000 for a unit, including its prorated share of work to be accomplished on common areas or systems, to:
- a. Upgrade to decent, safe and sanitary condition to comply with the Housing Quality Standards or other standards approved by HUD, from a condition below those standards (improvements being of a modest nature and other than routine maintenance); or

- b. Repair or replace major building systems or components in danger of failure.
65. **OWNER:** Any person or entity having the legal right to lease or sublease a unit to a Section 8 participant.
66. **PARTICIPANT (Participant Family):** A family that has been admitted to the Section 8 Program, and is currently assisted in the program. The family becomes a participant on the effective date of the first Housing Assistance Payment contract executed by the PHA for the family (*the first day of the initial lease term*).
67. **PAYMENT AGREEMENT:** An agreement signed between an applicant or participant and the PHA in which the applicant or participant agrees to pay, in monthly installments, a sum owed to the PHA.
68. **PAYMENT STANDARD:** Each payment standard amount is based on the fair market rent. The PHA adopts a payment standard for each bedroom size and fair market rent in the PHA jurisdiction. The payment standard for a family is the maximum monthly subsidy payment.
69. **PHA PLAN:** The annual plan and the 5-year plan as adopted by the PHA and approved by HUD.
70. **PORTABILITY:** The practice of renting a dwelling unit with Section 8 tenant-based assistance outside the jurisdiction of the initial HA.
71. **PREMISES:** The building or complex in which the dwelling unit is located including common areas and grounds.
72. **PRIVATE SPACE:** In shared housing the portion of a contract unit that is for the exclusive use of an assisted living family.
73. **PROJECT-BASED ASSISTANCE:** Rent assistance that is tied to the structure.
74. **PUBLIC HOUSING AGENCY (PHA):** Any State, county, municipality or other governmental entity or public body (*or its agency or instrumentality*) that is authorized to engage in or assist in the development or operation of low-income housing used in this document to refer to the Saint Paul Public Housing Agency.
75. **REASONABLE RENT:** A rent to owner that is not more than either:
- a. Rent charged for comparable units in the private unassisted market; or
 - b. Rent charged by the owner for a comparable assisted or unassisted unit in the building or premises.

76. **RECEIVING PHA:** In portability, a PHA that receives a family selected for participation in the tenant-based program of another PHA. The receiving PHA issues a Voucher and provides program assistance to the family.
77. **RENT TO OWNER/CONTRACT RENT:** The total monthly rent payable to the owner under the lease for the unit. Rent to owner covers payment for any housing services, maintenance and utilities the owner is required to provide and pay for.
78. **RESIDENCY PREFERENCE:** A PHA preference for admission of families who reside anywhere in a specified area, including families with a member who works or has been hired to work in the area. (*See "Residency Preference Area."*)
79. **RESIDENCY PREFERENCE AREA:** The specified area where families must reside to qualify for a residency preference.
80. **SERVICE PERSON:** A member of the applicant's family who is in the military forces of the United States at the time of application for housing. "Military forces" means the Army, Navy, Air Force, Marine Corps, Coast Guard and the commissioned corps of the U.S. Public Health Service.
81. **SHARED HOUSING:** A housing unit occupied by two or more families, consisting of common space for shared use by the occupants of the unit and separate private space for each family.
82. **SINGLE PERSON:** An adult person living alone or intending to live alone and who does not qualify as an elderly family or displaced person or as the remaining adult member of a tenant family.
83. **SINGLE ROOM OCCUPANCY (SRO) HOUSING:** 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 eligible individual.
84. **SOCIAL SECURITY NUMBER:** The number assigned to a person by the Social Security Administration of the Department of Health and Human Services, and that identifies the record of the person's earnings and that is reported to the Administration.
85. **SPECIAL ADMISSIONS:** HUD awarded program funding targeted for families living in specified units, or HUD authorization to use Section 8 subsidies for specific purposes (e.g. preservation or replacement cases).
86. **SPOUSE:** The husband or wife of the head of household.
87. **STALKING:** As defined in VAWA, "stalking" means

- (A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and
 - ii) to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and
- (B) in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to—
 - i) that person;
 - ii) a member of the immediate family of that person (as defined in VAWA); or
 - iii) the spouse or intimate partner of that person.

(See Appendix M: VAWA Policy)

- 88. SUBSIDY STANDARDS:** Standards that the PHA establishes for determining the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.
- 89. TENANT:** The person or persons (*other than a live-in aide*) who executes the lease as lessee of the dwelling unit.
- 90. TENANT-BASED:** Rental assistance that is not attached to the structure.
- 91. TOTAL TENANT PAYMENT (TTP):** The portion of the gross rent payable by an eligible family participating in the Section 8 Existing Housing Assistance Payments Program. TTP is calculated using a formula that uses the highest payment resulting from the following four options:
 - a. 10 percent of total gross monthly household income,
 - b. 30 percent of monthly adjusted monthly income, or
 - c. For families receiving assistance under the Minnesota Supplemental Assistance program (MSA), that portion designated for shelter and utility costs.
 - d. The minimum rent (see Part 3).
- 92. UIV/EIV:** See “EIV/UIV”.
- 93. UPFRONT INCOME VERIFICATION** – See “EIV/UIV”
- 94. UTILITIES:** Includes electricity, gas, water, sewer and charges for other services such as garbage removal. Telephone service and cable TV service are not considered as a utility. (*See Utility Allowance*).
- 95. UTILITY ALLOWANCE:** A fixed amount allowed to the tenant as a deduction from the Total Tenant Payment for utilities purchased separately by the tenant. The amount of the

allowance is based on the average estimated cost of utilities such as gas, electricity and heating fuels for living units of various bedroom sizes as determined by the PHA's Utility Allowance Schedule shown in Part III.

- 96. UTILITY REIMBURSEMENT:** A payment to the family when the total assistance payment exceeds the rent to owner.
- 97. VAWA:** The "Violence Against Women and Justice Department Reauthorization Act of 2005" (P.L. 109-162), a federal law that provides protections for victims of domestic violence, dating violence and stalking. (See Appendix M: VAWA Policy)
- 98. 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 and adjusted for family size.
- 99. VETERAN:** Any person honorably discharged from the Armed Forces of the United States after serving for 181 consecutive days or more, or who served under the direction of the Armed Forces and clandestine forces of the United States.
- 100. VIOLENT CRIMINAL ACTIVITY:** Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.
- 101. VOUCHER:** (Rental Voucher). A document issued by a PHA to a family selected for admission to the Voucher Program. The Voucher describes the program, and the procedures for PHA approval of a unit selected by the family. The Voucher also states the obligations of the family under the program.
- 102. 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.

Section 8 Existing Moderate Rehabilitation Program Appendix B

- I. Applicable Policies:** Participants in the Section 8 Moderate Rehabilitation Program will be governed by all applicable terms and conditions outlined in the Section 8 Admission and Occupancy Policies.
- II. Waiting List:** The PHA will refer all eligible applicants on the waiting list for the Section 8 Existing Housing Program to owners of units assisted through the Section 8 Existing Moderate Rehabilitation Program. As vacancies occur, the selection of applicants to be referred to this program will be in accordance with the provisions of Part II: Applicant Selection, of the Section 8 Administrative Policies.
- III. Fair Market Rents:** Effective October 1, 1994, the rent, including allowance for utilities, range, refrigerator, management, maintenance, other services, and debt service for the rehabilitation loan, shall not exceed the FMRs as listed annually in the Federal Register.
- IV. Statement of Family Responsibility:** A family who is determined to be eligible to participate in the Moderate Rehabilitation program will be issued a Statement of Family Responsibility. Program participants must comply with all terms and conditions of the Statement of Family Responsibility.
- V. Ineligible Families:** If the PHA determines that the family either is under-utilizing or overcrowding the unit due to a change in the family composition, the PHA will assist the family in locating another Moderate Rehabilitation unit of the appropriate size. If such a unit is not available, the PHA will offer continued assistance through other programs administered by the PHA.
- VI. Termination of Assistance:** In addition to other conditions governing termination of assistance as outlined herein, assistance through the Section 8 Existing Moderate Rehabilitation Program will terminate when a family voluntarily vacates a Section 8 Existing Moderate Rehabilitation unit.

Appendix C

Minimum Rent Payment Waiver Based on Hardship

Overview:

Minimum Rent Payment Waiver Based on Hardship: The PHA has set a minimum rent. However, if the family requests a hardship exemption, the PHA will immediately suspend the minimum rent for the family until the PHA can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature. It is the family's responsibility to provide the information supporting the claimed hardship.

A. A hardship exists in the following circumstances:

1. When the family has lost eligibility for or is waiting for an eligibility determination for a federal, state, or local assistance program;
2. When the family would be evicted as a result of the imposition of the minimum rent requirement;
3. When the income of the family has decreased because of changed circumstances, including loss of employment.
4. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
5. When a death has occurred in the family.

B. No hardship: If the PHA determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension. The PHA will offer the family an opportunity to sign a Payment Agreement for any rent not paid during the period of suspension. During the suspension period the PHA will not evict the family for non-payment of the amount of tenant rent owed for the suspension period.

C. Temporary hardship: If the PHA reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The PHA will offer the family an opportunity to sign a Payment Agreement for any rent not paid during the period of suspension. During the suspension period the PHA will not evict the family for non-payment of the amount of tenant rent owed for the suspension

period.

- D. Long-term hardship.** If the PHA determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists. The family must verify the continuation of the hardship at least quarterly.
- E. Appeals.** The family may use the grievance procedure to appeal the PHA's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

APPENDIX D

SHARED HOUSING PROGRAM

I. INTRODUCTION

The PHA has adopted a Shared Housing Program as an option available to elderly, persons with a handicap or disability, or families who hold a one bedroom Section 8 Voucher and wish to voluntarily share a housing unit with another individual or family. Persons who are not assisted under the Section 8 Voucher Program may reside in a Shared Housing unit with one or more families who are assisted under the Voucher Program. All unit sizes, except efficiency and one-bedroom units, may be used for Shared Housing.

II. APPLICABLE POLICIES

The Shared Housing option applies only to the Section 8 Voucher Program. In all areas not specifically addressed below, the policies established by the PHA to govern the Section 8 Shared Housing option are the same as the policies contained in the Section 8 Admission and Occupancies Policies.

A. The decision to participate in Shared Housing is voluntary by all parties including the PHA, owners and participating families.

1. The PHA will limit the Shared Housing option to:
 - a. The Individual Lease form of Shared Housing;
 - b. One bedroom Voucher holders who are persons with a handicap, disability or elderly; or
 - c. All unit sizes except efficiency (0 bedroom) and 1-bedroom units.
2. The PHA may, at any time, change its decision to include Shared Housing, or the type of Shared Housing, in its program. If the PHA first permits the use of Shared Housing, but later decides not to continue to include Shared Housing in the Section 8 Voucher Program, or later decides to change the type of Shared Housing included in its program, the PHA must continue to administer, in accordance with applicable requirements, any Shared Housing Assistance Payment Contracts that have been executed.

B. Occupancy of a Shared Housing unit may include any of the following situations:

1. Persons who are not assisted under the Section 8 Voucher Program may reside in a Shared Housing unit with one or more families assisted under the Voucher Program.
2. An owner of a Shared Housing unit may reside in the unit and, as resident owner, may enter into a Housing Assistance Payment Contract with the PHA. Housing assistance may not be provided on behalf of the owner. A person assisted in a Shared Housing unit may not be related by blood, marriage, or adoption to an owner residing in the unit.
3. One or more families may be assisted in a unit under the Individual Lease Shared Housing arrangement. Each family is assisted under a separate Housing Assistance Payment Contract.
4. At the time Voucher holders enter Shared Housing arrangements they must be sufficiently capable of independent living so as not to need supportive services.
5. In cases where two persons wish to live together, the PHA has the discretion to determine whether the living arrangement should be treated as one family (not in a shared arrangement) or two independent families sharing a Shared Housing unit.
6. An elderly person or family with a live-in-aide who is essential to the care of the elderly family, who is not obligated for financial support of the family, and who is living in the unit only to provide supportive services does not constitute a Shared Housing Arrangement. However, an assisted elderly family with a live in aide may reside in Shared Housing.

C. Units in structures of various types may be used for Shared Housing (*including single family homes and multi-family buildings*) with the following restrictions:

1. Single room occupancy units, zero bedroom efficiency units, independent group residences and congregate housing units may not be used for Shared Housing.
2. Any unit used for Shared Housing must meet the Housing Quality Standards as defined in Part Four: Unit Selection, of the Section 8 Admission and Occupancy Policies.
3. The facilities available for use by each assisted family in Shared Housing under the family's lease must include, whether in the family's private space or in the common space, a living room, sanitary facilities, food preparation and refuse disposal facilities.

4. The unit must contain private space consisting of at least one bedroom for the exclusive use of each assisted family, plus common space for shared use by the occupants of the unit.
- D.** Rent to owner for Shared Housing units will be limited by the pro-rata portion of the reasonable rent for the shared housing unit.
1. The assisted family's pro-rata portion of the rent to owner is calculated by multiplying the amount to be pro-rated by a ratio derived by dividing the number of bedrooms in the private space available for occupancy by the assisted family by the total number of bedrooms in the unit.
 2. The amount of the utility allowance for an assisted family is the pro-rata portion of the utility allowance for the entire unit.
 3. Where a Shared Housing unit is shared with unassisted families whose rents are not known, the PHA must impute a rent for the entire unit in order to determine the appropriate Annual Adjustment Factor to be used. The imputed rent is based on a comparison of the unit with other comparable units as is done for determination of rent reasonableness.

The Payment Standard for a family that resides in a Shared Housing is the lower of:

- a. The Payment Standard amount on the PHA Payment Standard Schedule for the family unit size; or
- b. The pro-rata portion of the Payment Standard on the PHA Payment Standard Schedule for the size of the shared housing unit.

Appendix E

Family Self-Sufficiency Program

I. Overview

- A. Purpose of Program:** The purpose of the Family Self-Sufficiency Program (FSS) is to provide the support eligible families need to move toward economic self-sufficiency. Support is provided, in part, by linking the family with needed public and private support services and resources.

II. FSS Program Elements

- A. HUD Requirement for FSS:** HUD mandates the PHA operate a FSS Program. To establish the minimum program size, HUD required the PHA to create a number of slots in the FSS Program equivalent to the number of units provided for by additional Section 8 or public housing funding increments. The minimum program size was built over a five-year period of time beginning in October 1993. Effective October 20, 1998, the requirement to add FSS slots for new funding increments was eliminated. In addition, the minimum program size will be reduced by one family for each FSS graduate fulfilling the family's contract of participation obligations on or after October 21, 1998.
- B. Eligible Program Participants:** The PHA conducts outreach and solicits participation from current Section 8 participants and public housing residents. Participation is voluntary for eligible families.
- C. Requirements for Participation:** Program requirements include:
1. The designated head of each family participating in the FSS Program must execute an FSS contract of participation with the PHA. The contract includes:
 - a. An individual training and services plan for the family,
 - b. Principal terms and conditions governing FSS participation,
 - c. Specific rights and responsibilities of the FSS family and the PHA,
 - d. Services to be provided, and
 - e. Activities to be completed by the head of the FSS family and each adult member of the family who elects to participate in the program.
 2. Participants must maintain monthly contact with their case manager to include at least a quarterly in-person review. (Case management is usually assumed by an agency outside of the PHA.)

3. Participants must meet annually with the FSS Coordinator to document the progress the family is making toward their goals and, if needed, revise the training and services plan.
4. School or training attendance must be maintained at 90% or higher. All students must maintain a “C” average or better.
5. The head of the family must seek and maintain suitable employment after completion of the job training programs listed in the individual training and services plan.

D. Incentives to Participate:

1. The PHA creates an escrow account for each FSS participant who obtains employment.
 - a. As the family’s earnings increase over time, the escrow account is credited with a portion of the amount of increased rent they pay due to increases in earned income.
 - b. The family may withdraw funds from the escrow account before completion of the contract if the money is needed to complete contract goals. To be eligible the family must have achieved certain interim goals as determined by the PHA.
 - c. Upon completion of the FSS Contract of Participation, the family may receive the balance in their escrow account after any amount owed to the PHA has been deducted. Successful completion requires that the family no longer receive welfare assistance, although they still may receive housing assistance.
2. FSS participants may receive supportive services from various community resources. Available supportive services may include: child care; remedial, secondary, and post secondary education; job training, counseling, and placement; substance abuse counseling and limited treatment referrals; training in parenting, homemaking, and money management skills; and homeownership counseling. The family’s individual training and services plan or the participant’s case manager will designate which resources may be awarded to assist the family in fulfilling the terms of their FSS contract of participation.

E. Coordination with Section 8 Assistance:

1. Enrollment and participation in the FSS Program are coordinated with the activities of the family’s continued eligibility for Section 8 rent assistance.
2. FSS families must meet all required family obligations listed on their Section 8 certificate or voucher and the terms of their assisted lease. *(See Part Six of the Section 8 Leasing and Occupancy Policies for a further discussion of requirements for continued participation.)*

3. Families being assisted by Section 8 are not required to participate in the FSS Program if it is offered to them. This decision will not affect their right to continued occupancy in accordance with their Section 8 assisted lease.

F. Completion of the Contract of Participation: Completion of the contract occurs when the PHA determines that:

1. The family has fulfilled all of its responsibilities under the contract; or
2. Thirty percent of the family's monthly adjusted income equals or is greater than the fair market rent amount for the unit size for which the family qualifies; and
3. The head of the family certifies to the PHA that no member of the family is receiving welfare assistance.

The initial contract term is five years. The contract may be extended, in writing, and at the family's request, for up to two years for good cause.

G. Contract Termination or Declaring the Contract Null and Void: The reasons why the PHA may terminate a contract or declare it null and void include the items listed below. If the contract is terminated or declared null and void, the family has no right to receive funds from the family's FSS escrow account. The PHA must close the account and may use the funds for purposes in accordance with HUD requirements. In addition to forfeiting the escrow account, a family's Section 8 rental assistance may be terminated if any member of the family does not meet his or her responsibilities under the FSS contract.

1. The family and the PHA agree to terminate the contract;
2. The PHA determines the family has not fulfilled its responsibilities under the contract;
3. The family withdraws from the FSS Program;
4. An act occurs that is inconsistent with the purposes of the FSS Program;
5. Resources and services necessary to complete the contract are not available; and/or
6. The family's Section 8 assistance is terminated in accordance with HUD requirements.

H. Informal Hearing: Families may request an informal hearing after being notified the PHA has taken adverse action.

Appendix F

Equal Opportunity Housing Plan

I. Overview

Agency Commitment to Fair Housing: The PHA will work cooperatively with community representatives and other units of government to ensure nondiscrimination in PHA programs and to affirmatively further fair housing objectives. The PHA will monitor its performance in implementing this plan to ensure continued progress in meeting its equal opportunity housing objectives.

PHA Employee Responsibility: Any PHA employee who does not comply with the Equal Opportunity Housing Plan as set forth herein is subject to disciplinary action. Employees are responsible for notifying their supervisor or the EEO/AA Officer of all equal opportunity problems and concerns.

Applicable Laws: It is the policy of the PHA to comply fully with Title VI. of the Civil Rights Act of 1964, Title VII. and Section 3 of the Civil Rights Act of 1968 (*as amended by the Community Development Act of 1974*), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disabilities Act; the Fair Housing Act Amendment of 1988, and any legislation protecting the individual rights of residents, applicants or staff which may subsequently be enacted.

II. Non-Discrimination

A. The PHA will not discriminate against any eligible applicant or resident because of:

1. Race
2. Color
3. Religion
4. Creed
5. National origin or ancestry
6. Sex
7. Age
8. Handicap
9. Disability
10. Receipt of public assistance
11. Marital status
12. Sexual or affectional orientation, or
13. Political or other affiliation.

- B.** The PHA will not, on the basis of race, color, religion, creed, national origin or ancestry, sex, age, handicap, disability, receipt of public assistance, marital status, sexual or affectional orientation, political or other affiliation:
1. Deny any family the opportunity to apply for housing, nor deny any eligible applicant the opportunity to lease housing suitable to their needs within available resources,
 2. Subject a person to segregation or disparate treatment in the application for and participation in assisted housing programs,
 3. Restrict a person's access to any comparable assistance enjoyed by others participating in assisted housing programs, nor
 4. Treat a person differently in determining eligibility or other requirements for admission.

III. Housing Accessibility

- A.** The PHA will seek to identify and eliminate practices or procedures which create a barrier to equal housing opportunity for all.
- B.** The PHA will, to the maximum extent feasible, endeavor to make physical or procedural changes which will ensure that no applicant or tenant is discriminated against on the basis of a handicap or disability.

IV. Equal Opportunity Housing Objectives

The PHA has adopted the following Equal Opportunity Housing objectives:

- A. Objective A:** Provide outreach to lower-income individuals and families and those persons identified as least likely to apply for housing assistance.
1. The PHA will publish information regarding its housing programs including, but not limited to:
 - a. Section 8 Program application openings,
 - b. Public Housing Program application openings,

- c. Changes in the Section 8 or Public Housing Programs and/or PHA and HUD policies and procedures that may affect the status of persons on the waiting list or those persons participating in the programs, and
 - d. General information regarding PHA housing assistance programs.
2. The preceding information will be provided to the following persons or groups, as appropriate to the particular subject matter:
- a. The general public
 - b. Public agencies and social service organizations
 - c. Lower income individuals and families
 - d. Persons identified as least likely to apply for housing assistance
 - e. Public Housing Program applicants and residents
 - f. Section 8 Program applicants and participants
 - g. Landlords/owners participating in the Section 8 Program
 - h. Other landlords/owners of rental property, and
3. The PHA will advertise, as appropriate to the particular subject matter, in a variety of media that are likely to reach diverse populations, including, but not limited to:
- a. Newspapers of general circulation,
 - b. Neighborhood-based newspapers,
 - c. Minority newspapers,
 - d. Area radio stations,
 - e. Radio Talking Book, and
 - f. Area television stations.
4. The PHA will identify and develop specific outreach efforts for those persons or groups of persons least likely to apply for housing assistance.

B. Objective B: Promote greater housing opportunities for individuals and families outside areas of low-income and minority concentration.

1. The PHA will continue its efforts to avoid the concentration of rental public housing units by acquiring scattered site public housing units throughout the city of Saint Paul in any future development programs in cooperation with the City of Saint Paul and in conjunction with the city's overall housing plan.
2. The PHA will continue to apply for Section 8 Certificates and Vouchers because they provide greater housing choices by:
 - a. Allowing applicants and participants to find suitable and eligible rental housing in the private market, and
 - b. Offering families more options through the portability feature.
3. The PHA will continue to assist housing program applicants, residents, and participants in selecting housing and neighborhoods of their choice through the following resources:
 - a. **Public Housing.** The PHA Rental Resource Center, located in the PHA Rental Office, provides information about the properties and neighborhood characteristics of the various PHA public housing sites.
 - b. **Public Housing Hi-Rises.** The "informed choice" procedure for public housing hi-rise applicants at the top of the waiting list provides them with extensive information before they select their unit. They are provided information about those buildings with available vacant units, including services and amenities available to neighborhood and building residents, a floor plan of the buildings, and an opportunity to view the unit.
 - c. **Section 8.** A list of units for rent and a brief description of those units is available at the front desk of the PHA Rental Office for public review by Section 8 Program applicants and participants. Individuals and families will also be referred to the Saint Paul Housing Information Office for further assistance.
4. The PHA will continue to encourage landlords/owners with units outside areas of low-income or minority concentration to participate in the Section 8 Program by the following actions:
 - a. Conducting landlord/owner workshops at least annually.

- b. Responding to requests for presentations at various meetings and conferences for property owners and managers.
 - c. Conducting occasional targeted mailings to landlords/owners; and
 - d. Mailing informational packets to participating and prospective landlords/owners as requested.
5. The PHA will continue to participate in quarterly meetings with other metropolitan and non-metropolitan Housing Authorities to promote the use of the Section 8 portability feature and coordinate processing procedures for Section 8 participants transferring between jurisdictions.
6. The PHA will continue to support and promote regional affordable housing opportunities by providing technical assistance to neighboring jurisdictions regarding the development of new lower-income housing in their communities.
- C. Objective C:** Assure that all applicants have equal opportunity to apply and be selected for participation in all PHA housing programs.

The PHA will comply with its policies and procedures as stated in the Public Housing Admission and Occupancy Policies and the Section 8 Admission and Occupancy Policies regarding all aspects of application and selection for assistance, and continued participation in its housing assistance programs.

- D. Objective D:** Serve and assist individuals and families who allege they have encountered discrimination while securing housing assistance.
- 1. Briefings for Section 8 Program participants include information on their housing rights and the process for pursuing a complaint if they allege discriminatory treatment.
 - 2. When requested, the PHA will provide housing program applicants and participants with a list of organizations which can assist them with discrimination allegations and investigations, including, but not limited to the following:
 - a. Saint Paul Department of Human Rights,
 - b. Minnesota Department of Human Rights,
 - c. Fair Housing Division of the Minnesota Office of the U.S. Department of Housing and Urban Development, and the

d. Southern Minnesota Regional Legal Services, Inc.

Appendix G

Informal Review and Hearing Procedures

I. Overview

Applicants for the Section 8 Programs who have been notified in writing of a PHA determination to deny assistance and the reasons for that determination shall be given an opportunity for an informal review of the PHA decision. Participants in the Section 8 Housing Choice Voucher Program who have been notified in writing of a PHA determination relating to the individual circumstances of the family shall be given an opportunity for an informal hearing before the PHA terminates housing assistance payments for the family.

II. Definitions

- A. **Applicant:** A family that has applied for admission to a Section 8 Program, but is not yet a participant in the program.
- B. **Voucher Holder:** A family holding a Voucher for the tenant-based Voucher Program with unexpired search time.
- C. **Participant:** A family that has been admitted to a PHA Section 8 Program and is currently assisted in the program or is contesting a determination made by the PHA regarding their Section 8 Rent Assistance.
- D. **Hearing Officer:** A person designated by the PHA to conduct an informal hearing for a participant, other than the person who made or approved the decision under review.
- E. **Informal Review:** An opportunity given to a program applicant to contest a determination of their ineligibility for Section 8 Rent Assistance.
- F. **Informal Hearing:** An opportunity given to a program participant to contest a determination made regarding their Section 8 Rent Assistance.

III. Applicant Request For An Informal Review

(See Part I, VII.B. of Section 8 Admission and Occupancy Policies.)

- A. **Request for Review:** The PHA must give an applicant an opportunity for an informal review of a PHA determination denying assistance. The applicant must submit a written request for a review to the Section 8 Programs Manager within 10 working days from the date of the PHA letter of ineligibility was sent to the complainant.
- B. **Scheduling the Review:** When the PHA receives the written request for a review, it will notify the applicant in writing of the date, time and location of the review. A copy of the procedures governing the review will be included with the written notification.

- C. **Failure to Request a Review:** If the applicant does not request a review in accordance with these procedures, then the PHA determination of ineligibility will become final. Failure to request a review will not constitute a waiver by the applicant of his/her right to contest the PHA determination in an appropriate judicial proceeding.
- D. **The PHA will not provide an informal review in the following instances:**
1. Discretionary administrative determinations by the PHA.
 2. General policy issues or class grievances.
 3. A determination of the family unit size under the PHA Subsidy Standards.
 4. A PHA determination not to approve an extension or suspension of a voucher term.
 5. A PHA determination not to grant approval to lease a unit under the program or to approve proposed lease.
 6. A PHA determination that a unit selected by the applicant is not in compliance with HQS.
 7. A PHA determination that the unit selected is not in accordance with HQS because of the family size or composition.

IV. Procedures Governing An Informal Review

- A. The review will be to consider whether the PHA determination relating to the individual circumstances of an applicant family are in accordance with applicable laws, HUD regulations and PHA policies. The review will be conducted by a person designated by the PHA, other than the person who made or approved the decision under review or a subordinate of that person.
- B. The PHA will present its reasons and evidence supporting the denial of assistance to the applicant.
- C. The applicant will have the opportunity to present written or oral objections to the PHA determination, along with other factual or mitigating information.
- D. The applicant shall have the right to:
1. Obtain an attorney or other representation if desired, at his/her own expense;
 2. Examine before the review all documents and regulations of the PHA that are relevant to review and may copy such documents at his/her own expense.
 3. A timely decision made by the person conducting the review that is based on the information presented at the review and the law, HUD regulations and PHA policies.
- E. If the applicant fails to appear at the scheduled review, the original determination of the PHA shall become final and take effect immediately. No

new review will be granted unless the applicant is able to demonstrate to the PHA, by clear and compelling evidence, that their failure to appear or meet the deadline was caused by circumstances beyond their control.

- F. The reviewer will notify the applicant of the final decision after the informal review, including a brief statement of the reasons for it.

V. Participant Request For An Informal Hearing

(See Part 6, VIII. B. of Section 8 Admission and Occupancy Policies.)

- A. **Request for Hearing:** The PHA must give a participant an opportunity for an informal hearing on certain PHA determinations relating to the individual circumstances of a participant family. The hearing is held to consider whether PHA decisions related to the family circumstances are in accordance with the law, HUD regulations and PHA policies. A participant must submit a written request for a review to the Section 8 Programs Manager within 10 working days from the date the PHA letter of determination was sent to the participant.
- B. **Scheduling the Hearing:** When the PHA receives the written request for a hearing, the hearing shall be scheduled within 30 days from the date the request is received. The participant will be notified in writing of the date, time and location of the hearing. The informal hearing will be held before a Hearing Officer. A copy of the procedures governing the hearing will be included with the written notification.
 - 1. **Rescheduling the Hearing.** The PHA will reschedule the hearing once, at the request of the participant, for any reason.
 - 2. **Cancellation of Hearing.** Once the hearing has been rescheduled, the PHA will not approve a subsequent request for rescheduling. If the participant fails to attend the hearing at the rescheduled time, the hearing request will be canceled and the PHA's original decision will be final.
- C. **Failure to Request a Hearing:** If the participant does not request a hearing in accordance with these procedures, the PHA determination will become final. Failure to request a hearing will not constitute a waiver by the participant of his/her right to contest the PHA determination in an appropriate judicial proceeding.
- D. **When a Hearing is Required:** The PHA must give a participant family an opportunity for an informal hearing to consider whether the following PHA decisions relating to the individual circumstances of a participant family are in accordance with applicable laws, HUD regulations and PHA policies.
 - 1. A PHA determination of the family's income and the use of such income to compute the housing assistance payment.
 - 2. A PHA determination of the family unit size under the PHA subsidy standards.

3. A PHA determination of the appropriate utility allowance for the family from the PHA utility allowance schedule.
 4. A PHA determination to terminate assistance because of the family's actions or failure to act.
 5. A PHA determination to terminate assistance because the family has been absent from the unit for longer than the maximum period permitted under PHA policy and HUD rules.
- E. The PHA will not provide a participant family an opportunity for an informal hearing in the following instances:**
1. Discretionary administrative determinations by the PHA.
 2. General policy issues or class grievances.
 3. Establishment of the PHA schedule of utility allowances for families in the program.
 4. A PHA determination to approve an extension or suspension of a voucher term.
 5. A PHA determination not to approve a unit or lease.
 6. A PHA determination that an assisted unit is not in compliance with HQS.
 7. A PHA determination that the unit is not in accordance with HQS because of the family size.
 8. A determination by the PHA to exercise or not exercise any right or remedy against the owner under a HAP contract.

VI. Procedures Governing An Informal Hearing

- A. The hearing will be held before the PHA Section 8 Hearing Officer.
- B. The PHA will present its reasons and evidence for its determination as it affects the participant family.
- C. The participant will have the opportunity to present written or oral objections to the PHA decision, along with other factual information that might lead the Hearing Officer to reconsider or reverse the determination.
- D. The participant shall have the right to:
 1. Obtain an attorney or other representation if desired, at his/her own expense. Three days' advance notice of the participant's intent to be represented by an attorney or other advocate must be given to the PHA.
 2. Examine before the day of the hearing any PHA documents and regulations of the PHA that are directly relevant to the hearing. The participant may copy such documents at his/her own expense. If the PHA does not make the document available for examination on request of the family, the PHA may not rely on the document at the hearing;

3. Question any witness or witnesses;
 4. Request, in writing, that pertinent PHA staff be available or present at the hearing to answer questions relevant to the case.
 5. Present testimony and evidence in his/her favor; and
 6. A decision made by the Hearing Officer that is based solely on the evidence presented at the hearing.
- E. The PHA must be given the opportunity to examine at the PHA offices before the day of the hearing any of the participant's documents that are directly relevant to the hearing. The PHA must be allowed to copy any such document at the PHA's expense. If the participant does not make the document available at least three business days before the hearing date for examination after a request by the PHA, the participant may not rely on the document at the hearing.
 - F. The hearing will be conducted informally by the Hearing Officer. The Hearing Officer will require that the PHA, the participant, witnesses and other persons in attendance conduct themselves in an orderly fashion. Failure to comply with the directives of the Hearing Officer to maintain order may result in expulsion from the proceeding or in a decision adverse to the interests of the disorderly party.
 - G. The participant or the PHA may agree in advance and at the expense of the party making the arrangement, for a transcript of the hearing.
 - H. Based on information provided at the hearing, the Hearing Officer may ask the participant for additional information and may adjourn, postpone or reschedule the hearing.
 - I. If the participant fails to appear at the scheduled hearing or fails to meet a deadline imposed by the Hearing Officer, the original determination of the PHA shall become final and take effect immediately. No new hearing will be granted unless the participant is able to demonstrate to the PHA, by clear and compelling evidence, that their failure to appear or meet the deadline was caused by circumstances beyond their control.
 - J. **Basis for Decision:** The Hearing Officer will determine whether the PHA's action or decision is consistent with federal law, HUD regulations and PHA policies, based upon the evidence and testimony provided at the hearing. Factual determinations relating to the individual circumstances of the participant will be based on a preponderance of the evidence presented at the hearing. Both the participant and the PHA will be notified of the Hearing Officer's determination

VII. Decision of the PHA Section 8 Hearing Officer

- A. The Hearing Officer will prepare a written decision within a reasonable time after the review or hearing. A copy of the decision will be sent to the participant and to the PHA.

- B. The decision shall include:
 - 1. A clear statement of the Hearing Officer's findings, conclusion and decision, including an express determination of the credibility of witnesses and any reasons for discrediting pertinent testimony;
 - 2. A clear summary of the decision and explanation of the reasons;
 - 3. If the decision involves money owed, a clear statement of the amount owed, and documentation of the calculation of the amount owed; and
 - 4. The date the decision is effective.
- C. The PHA shall abide by the determination of the Hearing Officer, provided that such determination is not contrary to applicable federal, State or local laws, HUD regulations, or the requirements of the Annual Contributions Contract between HUD and the PHA, or that the Hearing Officer is not acting in excess of his/her authority.
- D. A decision by the Hearing Officer in favor of the PHA, or which denies the relief requested by the participant in whole or in part, shall not constitute a waiver of, nor affect any rights the participant may have to contest the PHA's determination in an appropriate judicial proceeding.

APPENDIX H SPECIAL ALLOCATIONS

I. OVERVIEW

At times the PHA receives limited allocations of Section 8 Vouchers for specific groups of families needing rent assistance.

- A. Eligible Applicants:** Except as specified in a particular NOFA or grant award, an applicant must meet the Section 8 eligibility requirements as well as qualify under the specific guidelines for the special program. *(See Part 1 of the Section 8 Admission and Occupancy Policies for additional guidance on Section 8 eligibility requirements.)*
- B. Applicants For The Family Unification Program (FUP)** must be referred by Ramsey County Community Human Services Department.
- C. Applications for the Mainstream Program:** Eligible applications are taken from the regular Section 8 waiting list according to established waiting list policies.
- D. Applications for the Welfare to Work Program:** Eligible applications are taken from the regular Section 8 Waiting List after receiving a referral from a Welfare to Work partner agency. (No new applicants were accepted to this program after 2004 and turnover vouchers were converted to regular Housing Choice Vouchers. Some participants remain in the Welfare to Work program.)
- E. Applicants for Veterans Administration – Supportive Housing (VASH) Program** vouchers must be referred by the Veterans Administration.
- F. Applications for the Non-Elderly Persons With Disabilities (NEPD) Program:** Eligible applications are taken from the regular Section 8 waiting list according to established waiting list policies and NEDP requirements.

II. SPECIAL PROGRAMS

- A. Family Unification Program (FUP):** The PHA has a special allocation of FUP Vouchers that it uses in compliance with HUD requirements for the program, to assist families for whom the lack of adequate housing is a primary factor in the separation, or the threat of imminent separation, of children from their families, and/or to assist youths 18-21 years of age who left foster care at age 16 or older and are in need of affordable and adequate housing.

1. The family or youth must be certified by Ramsey County Community Human Services Department (RCCHSD) to be eligible for FUP.
2. The family or youth must meet the income and FUP eligibility requirements for Section 8 Rent Assistance as determined by the St. Paul Public Housing Agency (PHA). There are no required unit sizes of Vouchers or households for this program. A Voucher will be issued based on the PHA subsidy standards and individual needs of the family or youth.
 - a) Annual family income must be under the limits as shown on page 1-5 of Part One of the Section 8 Admission and Occupancy Policies.
 - b) Certification from RCCHSD verifies that the lack of adequate housing means a situation in which a family is living in substandard housing or is homeless or is or will be, involuntarily displaced from a housing unit because of actual or threatened violence against a family or is living in an overcrowded unit, or is living in a unit that is not accessible to its disabled child due to the nature of the disability.
3. Affirmatively Furthering Fair Housing. The PHA will take reasonable steps to affirmatively further fair housing in regards to FUP vouchers. Reasonable steps will include:
 - a) To the extent practicable, identifying and ensuring certification of FUP eligible families and youth that may be on the PHA's waiting list and ensuring that the family or youth maintain their original position on the waiting list after certification.
 - b) Appropriately placing all FUP eligible families and youth referred from RCCHSD on the HCV waiting list in order of first come, first served.
 - c) Informing applicants on how to file a fair housing complaint including the provision of the toll free number for the Housing Discrimination Hotline: 1-800-669-9777.
 - d) The PHA will also comply with the affirmatively furthering fair housing requirements of 24 CFR Section 903.7(o).

B. Mainstream Program/Disability Vouchers: The PHA has a special allocation of Vouchers to assist families whose Head, spouse or sole member is a person with a disability.

1. Participants in the Mainstream Program or Disability Voucher Program receive lists of accessible units as well as referrals to public and private funding sources that can assist with apartment modification expenses.

C. Welfare To Work Program: The PHA has a special allocation of vouchers to provide assistance to families making the transition from welfare to work.

1. Eligibility

- a. The family must not already be receiving Section 8 tenant based assistance.
- b. The family must have received TANF assistance within the last two years or currently receiving TANF assistance.
- c. The family must meet all eligibility requirements for the Section 8 Housing Choice Voucher Program.
- d. Section 8 Assistance must be critical to the family's ability to obtain or retain employment.

2. Graduation from Welfare to Work Program

- a. Graduation from the Welfare to Work Program is defined as one year of continuous employment of at least 20 hours per week.
- b. When someone graduates from the Welfare to Work Program and wishes to remain on the Section 8 Assistance program, they shall be given the first available regular voucher and their WTW Voucher will be issued to a new WTW family.

D. Veterans Administration – Supportive Housing (VASH) Program: The PHA has a special allocation of VASH vouchers to provide assistance to homeless veterans.

1. Applicants for VASH vouchers must be referred by the Veterans Administration.
2. Annual family income must be under the limits as shown in Part One of the Section 8 Admission and Occupancy Policies.
3. There are no required unit sizes of Vouchers or households for this program. A Voucher will be issued based on the PHA subsidy standards and individual needs of the family.
4. As required by HUD rules, VASH applicants will not be screened for housing history or criminal history, except to determine if an applicant is subject to a lifetime

registration requirement as a sex offender. Such persons are not eligible for VASH vouchers.

E. Non-Elderly Persons with Disabilities (NEPD): If the PHA receives a special allocation of vouchers to provide assistance to Non-Elderly Persons with Disabilities (NEPD), the PHA will follow all of the rules and guidelines as may be contained in that program's regulations, NOFA (Notice of Funding Availability), other HUD notices, etc., including but not limited to eligibility, applicant selection, affirmatively furthering fair housing, and other requirements.

1. Affirmatively Furthering Fair Housing. If awarded NEPD vouchers, the PHA will take reasonable steps to affirmatively further fair housing in regards to those vouchers. Reasonable steps will include:

- a) To the extent practicable, identifying eligible families that may be on the PHA's waiting list; and
- b) Informing applicants on how to file a fair housing complaint including the provision of the toll free number for the Housing Discrimination Hotline: 1-800-669-9777.
- c) The PHA will also comply with the affirmatively furthering fair housing requirements of 24 CFR Section 903.7(o) by:
 - (i) Examining its programs or proposed programs;
 - (ii) Identifying any impediments to fair housing choice within those programs;
 - (iii) Addressing those impediments in a reasonable fashion in view of the resources available;
 - (iv) Working with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and
 - (v) Maintaining records reflecting these analyses and actions.
- d) The PHA will also make reasonable efforts to take other proactive steps in addressing accessibility problems for persons with disabilities, as listed in the NEPD NOFA, including but not limited to:
 - (i) Where requested by an individual, help program applicants and participants gain access to supportive services available within the community, but not require eligible applicants or participants to accept

such supportive services as a condition of continued participation in the program;

- (ii) Identify public and private funding sources to assist participants with disabilities in covering the costs of structural alterations and other accessibility features that are needed as accommodations for their disabilities;
- (iii) Not deny other housing opportunities to persons who qualify for an HCV under this program other housing opportunities, or otherwise restrict access to PHA programs to eligible applicants who chose not to participate;
- (iv) Provide housing search assistance (24 CFR Section 8.28(a)(3));
- (v) In accordance with rent reasonableness requirements, approve higher rents to owners that provided accessible units with structural modifications for persons with disabilities (24 CFR Section 8.28(a)(5)); and
- (vi) Provide technical assistance, through referrals to local fair housing and equal opportunity offices, to owners interested in making reasonable accommodations or units accessible to persons with disabilities.

APPENDIX I

REASONABLE ACCOMMODATION POLICY

I. OVERVIEW

This policy is intended to expand on the PHA's Equal Opportunity Housing Plan. It is not intended to and does not change or enlarge the PHA's duty under any law, regulation or ordinance. Where in conflict, the applicable law, regulation or ordinance shall prevail.

This policy is incorporated into and made a part of the PHA's Public Housing Admission and Occupancy Policies and its Section 8 Admission and Occupancy Policies and applies to the PHA's Public Housing Program and Section 8 Program.

II. NON-DISCRIMINATION

The PHA shall not discriminate against an applicant, public housing resident, Section 8 participant or other program recipient because of disability, race, color, creed, religion, national origin or ancestry, familial status, sex, sexual preference, sexual or affectional orientation, public assistance status, marital status, age, or political affiliation. The PHA shall not solely, on the basis of a disability, deny benefits to an otherwise qualified person. The PHA shall give a qualified person with a disability, through a reasonable accommodation, an equal opportunity to participate in and benefit from its housing, aid, benefit or service.

The PHA shall give a qualified person with a disability, through a reasonable accommodation, housing, aid, a benefit or a service that is equally effective as that provided to others. The term "equally effective" is not intended to produce an identical result or level of achievement as a person without a disability but is intended to give a person with a disability an equal opportunity to obtain the same result or level of achievement.

It is the PHA's policy to fully comply with all applicable federal, state and local laws and ordinances, including the United States Housing Act of 1937, as amended, Rehabilitation Act of 1973, § 504 (29 U.S.C. § 794), Americans with Disabilities Act, 42 U.S.C. § 2101, Fair Housing Act, 42 U.S.C. § 3601, Minnesota Human Rights Act, Minn. Stat. § 363 and St. Paul Human Rights Ordinance, St. Paul Legislative Code, Chapter 183.

III. DEFINITIONS

A. A Person With A Disability Is One Who:

1. Has a physical or mental impairment that substantially limits one or more major life activities;
2. Has a record of such an impairment; or
3. Is regarded as having such an impairment.

Specifically excluded from the definition of a disability are any exclusions

enumerated in any applicable federal, state or local laws or ordinance, including the laws cited in Section II.

B. Major Life Activity:

Includes but is not limited to caring for one's self, doing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working.

C. Mental Impairment:

Includes mental retardation, organic brain syndrome, emotional or mental illness and specific learning disabilities.

D. Physical Impairment:

Includes cosmetic disfigurement, neurological, musculoskeletal, senses, respiratory, cardiovascular, reproductive, AIDS, HIV-positive, digestive, genitourinary, hernic, lymphatic and skin.

E. A Qualified Person With A Disability:

Is one who meets the essential eligibility requirements and who can achieve the purpose of the program or activity with or without modifications.

F. Essential Eligibility Requirements:

Include: stated eligibility requirements like income; compliance with selection criteria; timely payment of financial obligations; care of premises; no disqualifying criminal or drug activities; respect for the rights of others; explicit or implicit requirements inherent to the program or activity; and compliance with all obligations of occupancy with or without supportive services provided by persons other than the PHA.

G. Reasonable Accommodation:

Reasonable accommodation includes a transfer, a physical or structural change to the home or housing complex, or an exception to the PHA's rules, policies or procedures. In general, the PHA will accept the judgment of the person with the disability that an accommodation is needed. However, the PHA has the option to require the person with a disability to show the need for an accommodation.

The PHA may accept the judgment of the person with the disability that the specifically requested accommodation is the most appropriate. However, the PHA may investigate alternatives to the requested accommodation and/or alternative methods of providing the requested accommodation.

If more than one reasonable accommodation will satisfy the needs of the person with the disability, the PHA has the option to select the accommodation which is most convenient and cost effective for it. This includes the option to make an

exception in procedure or policy or whether to make a physical or structural change.

The PHA shall make a reasonable accommodation for a physical or mental impairment of a qualified applicant or recipient unless it can show that the accommodation would impose an undue financial or administrative hardship or a fundamental change in the nature of the PHA's programs.

H. Exclusions:

A person with a disability may be excluded when a person's tenancy would pose a direct threat to others, the person's own health or safety, or would result in substantial physical damage to the property of others or if the person is not "otherwise qualified" for housing.

I. Undue Hardship:

Means significant difficulty or expense.

IV. COMMUNICATION

The PHA shall make reasonable accommodations to communicate with applicants, public housing residents, Section 8 participants, other program recipients and members of the public. Reasonable accommodations may include using auxiliary aids such as interpreters for applicants, Braille materials, note takers or telecommunication devices for deaf persons. The PHA is not required to provide devices that are of a personal nature or that are prescribed or for personal use or study.

The PHA shall give consideration to the accommodation requested by the individual with the disability.

The PHA is not required to provide an accommodation that would fundamentally change the nature of the program or activity or result in an undue financial or administrative burden.

V. APPLICATION PROCESS

During the application process, The PHA may ask all applicants the same questions. An applicant is not required to talk about a disability but may be asked to verify a disability if the applicant asks for a reasonable accommodation. The PHA shall not assume that a person has a disability.

An applicant may refuse to explain negative information because it may reveal the existence, nature or severity of a disability. The applicant has the right not to talk about the disability. However, the PHA retains the right to deny admission because of the negative information.

If an applicant requests a reasonable accommodation, the applicant has the burden to show that the accommodation is likely to enable the applicant to comply with the lease and that the applicant will accept supportive services or attend a self-help group or rehabilitation program if the applicant's history warrants. The PHA may make it a condition of an applicant's admission to accept such services or attend a self-help group or rehabilitation program.

Although the PHA may not amend the lease or program to require the person to accept such services, it may deny admission if the rejection of the services may result in conduct that violates the lease or program rules. After admission, the PHA may not make it a condition of the tenancy that the tenant use the services or attend a program, but it may evict if the tenant violates the lease or program rules. For example, the PHA may not evict a tenant for not taking a medication, but may evict the tenant for conduct or behavior resulting in serious or repeated lease violations, regardless of the reason, including if such conduct or behavior is the result of not taking the medication.

VI. PHYSICAL ACCESSIBILITY

To the maximum extent practicable, the PHA's buildings will be physically accessible and usable by disabled persons where a physical accommodation is reasonable. A physical accommodation is reasonable if it does not cause an undue financial or administrative burden or fundamentally change the nature of the program. Since financial situations are not static, a cost base analysis should be done for each physical accommodation request.

Cost base factors include but are not limited to the type of accommodations, cost, the size of the PHA's overall housing business, number of units, type of units, budget, expenses and ability to recoup the cost.

Alterations in new construction shall comply with federal and state law and regulations.

If a physical accommodation is an undue financial or administrative burden, the PHA may provide for program access at a different accessible location, if it would not fundamentally change the nature of the program.

VII. BARRIER FREE UNITS

The PHA will comply with accessibility standards as provided in all applicable laws and regulations.

VIII. ACCESSIBLE UNITS FOR HEARING AND SIGHT IMPAIRED

The PHA may modify units to reasonably accommodate residents with hearing or sight impairments when the modification does not create an undue financial or administrative burden or fundamentally alter the nature of the program or activity.

IX. BARRIER FREE COMMON AREAS AND NON-DWELLING AREAS

It is the PHA's goal to achieve barrier free common areas and non-dwelling areas as follows:

- A. Non-dwelling areas within a building which are not accessible will be modified to meet accessibility requirements when the building receives comprehensive modernization.
- B. Non-dwelling areas which are not barrier free will be modified to meet accessibility requirements when the building undergoes comprehensive improvement.

X. TRANSFER TO A BARRIER FREE UNIT

To satisfy a reasonable accommodation, a resident may transfer to a barrier-free unit in priority as follows:

- A. First, the unit shall be offered to a resident of another unit in the same project or comparable projects under common control.
- B. Second, the resident will be offered a barrier free unit in any building, if available. If a unit is not available, the resident will be placed on a waiting list for a reasonable period of time.
- C. Third, the resident's existing unit may be modified to meet the needs of the resident, provided that the modifications do not create an undue financial or administrative burden or fundamentally alter the nature of the programs or activities.
- D. Fourth, the resident will be offered a Section 8 voucher

XI. DISABLED APPLICANTS ON THE WAITING LIST

A disabled applicant who is qualified and who needs a barrier free unit, shall be offered a unit as follows:

- A. When the qualified applicant is at the top of the waiting list and a barrier free unit is available and no disabled tenant in the building needs such a unit.
- B. If a barrier free unit becomes available and the applicant at the top of the waiting list does not need a barrier free unit and no tenant in the building needs such a unit, the unit will be offered to the next qualified applicant needing a barrier free unit.

- C. If a barrier free unit becomes available and no disabled applicant is on the waiting list, and no tenant in the building needs such a unit, the unit will be offered to the qualified applicant next on the waiting list. However, if the barrier free unit is needed for an applicant or resident, the non-disabled resident in the unit shall vacate and move to another suitable and available unit.

XII. PROGRAM ACCESSIBILITY

The PHA will make reasonable accommodations for qualified persons with disabilities to have access and use its programs provided that the accommodation does not create an undue financial or administrative burden or fundamentally alter the nature of the program. Except when necessary to maintain the fundamental nature of the program, the PHA will not use eligibility criteria that adversely impact on disabled persons.

XIII. HOUSING VOUCHERS

When issuing a housing voucher to a family with a disabled person, the PHA shall include a current listing of available units known to it, and, if necessary, otherwise assist the family in locating an available accessible dwelling unit. The PHA shall consider the special problems of a disabled person in locating accessible housing when considering requests for extensions of housing certificates or housing vouchers.

If necessary, the PHA shall request an exception to fair market rents to allow a Section 8 certificate holder to rent an accessible unit.

XIV. A DISABLED PERSON'S COMPLIANCE WITH THE PHA'S RULES, POLICIES OR PROCEDURES

A reasonable accommodation may include an exception to the PHA's rules, policies and procedures. If an applicant or recipient can show that the failure to comply with a rule, policy or procedure was due to a disability, the PHA may have to reinstate the person's status. This may include reinstating the person to a waiting list at an original spot or abandoning termination or eviction procedures. However, the accommodation is unreasonable if it imposes an undue financial or administrative hardship or fundamentally changes the nature of the program.

If an accommodation provided in the past has failed, the PHA is not required to offer the same accommodation unless the person can show new circumstances as to why the accommodation will likely work in the future.

An exception to the PHA's rules, procedures and policies does not require a lowering or a waiver of the essential requirements of a lease or program. If a tenant refuses services or another reasonable accommodation and conduct or behavior that violates the lease or program rules continues, the PHA may take the same action as it would with a person without a disability.

A disabled person is required to show documentation of the disability and the need for the accommodation. Without such documentation, the PHA need not offer an accommodation.

XVI. GRIEVANCES OR COMPLAINTS

Grievances or complaints of applicants for, or residents of, public housing or applicants for or participants in the Section 8 program shall be processed in accordance with the procedures adopted by the PHA in its Public Housing Admission and Occupancy Policies or its Section 8 Admission and Occupancy Policies, whichever is applicable.

Appendix J

Hardship Transfers

I. Overview

A hardship transfer includes families who are transferring from either the Public Housing or Section 8 Rental Assistance Program to the other program because it has been determined that their needs would be better met by the alternative program.

1. Section 8 participants may request a hardship transfer to Public Housing. The participant must, at the time of request and up to approval, be an active Section 8 participant. The request requires a \$15 non-refundable processing fee.
2. A hardship transfer is granted to alleviate an extreme hardship. Examples of a hardship transfer include, but are not limited to a move to;
 - a. Be closer to family members who assist with daily care;
 - b. Gain access to transportation; or
 - c. Be closer to daycare, employment, or medical care.
3. The hardship transfer request must be approved by the Rental Administrator.
4. Upon approval of the transfer request, the Section 8 participant must complete a public housing application and meet all public housing screening criteria before being allowed to move into a public housing unit.
5. A Section 8 participant who has requested and been approved for a transfer to public housing, and who has met all public housing screening criteria, will be assigned to a public housing unit according to the Public Housing Admission and Occupancy Policies. The Section 8 participant must give proper notice to their Section 8 landlord according to the terms of their lease.
6. Approved transfers from public housing to Section 8 will be issued a voucher immediately upon eligibility if the Section 8 utilization rate is below 100%. If the rate is at or above 100%, they will be issued a voucher on a one-for-one basis with applicants off the regular Section 8 waiting list.

APPENDIX K

SECTION 8 PROJECT-BASED VOUCHER (PBV) PROGRAM

I. OVERVIEW

A. Purpose of Program: The program goals for the Section 8 Project-Based Voucher (PBV) Program are:

1. To contribute to the upgrading and long-term viability of the area's housing stock.
2. To increase the supply of affordable housing and location choice for very low-income households.
3. To integrate housing and supportive services such as education, case management, job training, and day care to help families and individuals achieve stability and self-reliance.
4. To promote the coordination and leveraging of resources of public, semi-public, or non-profit agencies with compatible missions.
5. To assist the State of Minnesota's "Business Plan to End Long-Term Homelessness" and similar Ramsey County and City of St. Paul plans, by providing rental subsidies to supportive housing and other projects that are designed to house homeless persons.

B. Program Elements:

1. A PHA may attach up to 20 percent of its voucher budget authority to PBV units.
2. The units may be new construction, rehabilitated or existing units.
3. Not more than 25 percent of the units in any building may be assisted with PBV. The exceptions to this limitation are for single-family properties (defined as 1-4 units in a building) and "excepted units" in a multi family building. Excepted units are those that are specifically made available for elderly or disabled families or families receiving supportive services.
4. The location of PBV units must be consistent with the goals of deconcentrating poverty and expanding housing and economic opportunities.

C. Requirements for Participation:

1. Competitive Selection Process: The PHA must follow a competitive selection process as described in the regulations at 24 CFR §983.51.
2. Developers/ Owners Proposal: Developers/owners must submit a proposal for PBV either in response to a Request for Proposals (RFP) issued directly by the PHA or through

another public agency's competitive selection process, such as the "SuperRFP" administered by the State of Minnesota's "Minnesota Housing" or the PHA to utilize another agency's competitive selection process, that process must not involve any consideration that a project would receive PBV assistance.

3. Selection Criteria: The PHA will review proposals requesting PBV based on the following selection criteria (100 points possible):
 - a. Ending Homelessness: Projects that meet the goals of the State of Minnesota's "Business Plan to End Long-Term Homelessness" and similar Ramsey County and City of St. Paul plans, by providing rental subsidies to supportive housing and other projects that are designed to house homeless persons. 20 Points for (a) or (b) or both.
 - b. Supportive Housing: Projects that identify and integrate tenant support and self-sufficiency services (i.e., education, job training, employment, day care); or special accessibility for physically handicapped; or amenities or services for elderly, handicapped, or special need tenants. 20 Points for (a) or (b) or both.

NOTE: A project that meets the criteria in both (a) and (b) above will receive 20 Points, not 40 Points, plus additional points based on the criteria stated below.
 - c. Documented need for the proposed type of residential housing in the proposed geographic area. Projects that serve families with children (specifically 2+ bedroom units) will receive highest priority in this category. 15 Points.
 - d. Prior extensive experience of the applicant in developing and managing similar residential housing and demonstrated ability and capacity of the applicant to proceed expeditiously with the proposal. 15 Points.
 - e. Location: Extent to which the project contributes to the geographic distribution of affordable housing throughout the city of Saint Paul, promotes deconcentration of poverty, and furthers fair housing objectives. 10 Points.
 - f. Accessibility: Relationship of the proposed development to public facilities, sources of employment and services, including public transportation, health, education, and recreational facilities. 5 Points.
 - g. Support: Extent of community and constituency support for the proposed type of housing. 5 Points.
 - h. Partnerships: Extent to which the proposed project has been developed as a result of a cooperative agreement or arrangement among public, semi-public or non-profit agencies or organizations. 5 Points.
 - i. WBE/MBE/DBE: Extent to which women-owned, minority-owned and disabled-owned business enterprises (WBE/MBE/DBE) or Section 3-qualified businesses (as defined in 24 CFR Part 135 are represented in the development, ownership, administrative and/or management process. 5 Points.

4. Before the PHA will provide voucher rent assistance, all developments must have PHA Board approval, HUD approval, meet Housing Quality Standards and have an executed Housing Assistance Payments Contract.

II. ELIGIBLE UNITS

A. Eligible Units:

1. All PBV selected sites must be in compliance with PBV goals, Civil Rights requirements and Housing Quality Standards. The PHA will review the applications to determine if the location is consistent with the goal of deconcentrating poverty and expanding housing and economic opportunities and must take into consideration the site selection standards listed in 24 CFR §983.57 and the PBV program goals.
2. To define a PBV unit as a unit in a rehabilitated housing, each unit must require a minimum of \$3000 rehab costs.
3. For units requesting an exception to the 25 percent cap in a building, and that exception is based on providing supportive services, the services must be designed as services essential for maintaining or achieving independent living such as, but not limited to, counseling, education, job training, health care, mental health services, alcohol or other substance abuse services, child care services and or case management services. These services may be defined as being a participant in a PHA's FSS program.

B. Ineligible Units: The PHA may not attach PBV assistance for units if the following types of housing:

1. Shared housing
2. Units on the grounds of a penal, reformatory, medical, mental or similar public or private institution
3. Nursing homes or facilities providing continuous psychiatric medical, nursing service, board and care or intermediate care
4. Units that are owned or controlled by an educational institution and are designated for occupancy by students of the institution
5. Manufactured homes
6. Cooperative housing
7. Transitional housing
8. High rise elevator units for families with children
9. Owner occupied units

10. Units occupied by an ineligible family.
11. Units subsidized with any governmental rent subsidy or any governmental subsidy that covers all or any part of the operating costs of the housing. (24 CFR 983.54 (c)-(d))

III. APPLICANT ELIGIBILITY FOR PARTICIPATION

- A. They must meet the eligibility requirements for tenant-based Section 8 Voucher Program.
- B. Persons who will reside in PBV units may come from the PHA waiting list or be referred by the owner.
 1. For supportive housing PBV units, the PHA will accept applicant referrals from the supportive housing manager or administrator. The referred applicant will be processed to determine Section 8 eligibility.
 2. The PHA will survey its regular waiting list no less than once a year for each bedroom size for vacancies in non-supportive housing PBV developments. If the PHA is unable to provide enough eligible applicants from its waiting list to fill PBV units, the owner may refer applicants to the PHA.
- C. The PHA will not screen applicants for family behavior. This will remain the responsibility of the owner. The PHA will provide owners of PBV units the applicant's current and prior address (as shown on PHA records) and the name and address (if known) of the landlord at the family's current and any prior address. The PHA will inform the applicant that this information is being provided to the owner of the PBV unit.
- D. If the owner of a PBV unit denies a PBV applicant that has come from the PHA waiting list, that denial does not affect their place on the waiting list for tenant based assistance.
- E. If the PHA's waiting list is closed and the owner refers an applicant (because the PHA was unable to provide interested, eligible applicants) that applicant will be placed on the waiting list as a special admission for the PBV program. The applicant must still meet all tenant based Section 8 eligibility requirements.
- F. If an applicant from the PHA waiting list has been approved by the owner and is in verification status with the PHA and their name comes to the top of the waiting list to receive tenant based assistance (TBA), the applicant will be given the option to continue to be processed for the PBV unit or to be processed for a TBA voucher. The applicant will sign a statement declaring their choice.

IV. LEASES AND HOUSING ASSISTANCE PAYMENTS CONTRACTS

- A. If the owner uses a standard lease form for rental to unassisted tenants, the lease for a voucher-assisted tenant must be in such standard form but it must be for a one-year initial term and it must include the HUD tenancy addendum. The lease must specify the name(s) of the owner(s) and the tenant, the address of the unit rented, the term of the lease including any

provision for renewal, the amount of the tenant rent to owner, a listing of what services, maintenance, equipment and utilities to be provided by the owner and the amount of any charges that are for food, furniture or supportive services.

- B. The Housing Assistance Payments contract between the owner and the PHA will be for an initial term of ten years. After the initial term, the PHA may agree to extend the term of the contract for an additional term of up to five years. The length of the extension will be negotiated with the owner and the form will be subject to any HUD prescribed conditions at the time of the extension.
- C. An owner may request an increase to the rent at the annual anniversary of the HAP contract by a 60 day written notice to the PHA.
- D. Removing or retaining the vacancy loss clause in a PBV contract will be negotiated on a case-by-case basis at the time of contract execution.
- E. If a PBV unit remains vacant for six months, the PHA will consider removing the unit from the Housing Assistance Payments Contract, thus permanently reducing the number of units under the contract in that project.

V. CONTINUED PARTICIPATION

- A. A family may choose to move out of a PBV unit with continued assistance any time after 12 months, except as stated in Section VII. Cost-Saving Measures, below.
- B. If a PBV tenant is determined no longer eligible for the Section 8 PBV program, they will be given a minimum of 30 days to vacate a unit. If the family does not vacate the unit, the PHA must remove that PBV unit from the HAP contract or substitute a similar unit in the building. A PBV tenant who is terminated from the PBV program will be given a minimum of a 30 days notice of the termination and must vacate the unit on the effective date of the termination.
- C. If the family receives no rent assistance for six months (that is, if the family's income has remained at a level where their TTP is equal to or exceeds the gross rent for the unit), the family will be required to vacate the unit. The PHA will notify the family sixty days before the six months deadline that they must vacate the unit. If the family does not vacate the unit at the end of the six months, they PHA must remove the unit from the HAP contract or substitute a similar unit in the same complex.
- D. If the PHA determines, at annual recertification, that the family is occupying a wrong size unit or determines anytime that the family is occupying a unit with accessibility features that the family does not require but another family does require, the PHA will offer continued assistance in the following order:
 - 1. An appropriate unit in another PBV unit either in the same building or another PBV assisted building.

2. Tenant based assistance if the family has been a PBV participant for 12 months.
3. Other project based assistance (public housing unit).

If the tenant accepts tenant-based assistance, the PHA will terminate the housing assistance payments for the wrong-sized unit or accessible unit at the expiration of the term of the family's voucher.

If the PHA offers option 1, 2 or 3 above and the family does not accept the offer, and does not move out of the unit within 60 days or any PHA approved extension, the PHA will terminate housing assistance payments for the wrong sized unit or accessible unit.

- E. If a family resides in an excepted unit, that is a unit that provides FSS services or other supportive services and the family fails without good cause to complete its FSS contract or supportive services requirement, then the PHA will give the family a sixty day notice that the housing assistance payment will terminate and the family must vacate the unit in 60 days.

The PHA will monitor these required supportive services at least annually, by having the participant complete a supportive services survey form.

- F. If the tenant is absent from the unit for longer than 180 days, the PHA will terminate assistance to the unit. Provisions regarding substituting a similar unit in the same building apply or the PHA may amend the HAP contract to reduce the number of units assisted if the tenant has not vacated the unit.
- G. If a PBV unit remains vacant for six months, the PHA will consider removing the unit from the Housing Assistance Payments Contract, thus permanently reducing the number of units under the contract in that project.
- H. If a family occupying a PBV unit in the first 12 months of tenancy chooses to move to another PBV unit, they will be required to live in the new unit for 12 months before being eligible for a tenant-based voucher. If the family is asked to move to another unit because they over- or under-occupy their current unit or because the unit is needed by a family needing handicapped accessibility features, that family will still need to sign a 12 month lease on the new unit but should they request and are granted a mutual lease termination by the owner, and providing that their cumulative time in a PBV unit has been 12 months or more, they will be given a voucher.

VI. RECORDS RETENTION

The "project file" for any new PBV project must contain the inspection reports demonstrating that every subsidized unit passed an HQS inspection before the PHA executed the Housing Assistance Payments contract with the property owner. The inspection reports must be retained in the project file throughout the duration of the contract and for at least three years thereafter.

The project file must also contain documentation that the required Subsidy Layering Review was conducted, and approved by HUD.

VII. COST SAVINGS MEASURES: See Part 6 Section XIII.

If voucher utilization or subsidy spending is anticipated to exceed authorized limits, the PHA may temporarily suspend issuing tenant-based vouchers to families moving out of PBV units. The PHA may also temporarily stop approving new families moving into vacant units in PBV projects.

APPENDIX L

LIMITED ENGLISH PROFICIENCY (LEP) PLAN

Approved by PHA Board of Commissioners April 27, 2005

I. PLAN STATEMENT

The Public Housing Agency of the City of Saint Paul (PHA) has adopted this plan to provide meaningful access to its programs and activities by persons with Limited English Proficiency (LEP). In accordance with federal guidelines the PHA will make reasonable efforts to provide or arrange free language assistance for its LEP clients, including applicants, recipients and/or persons eligible for public housing, Section 8/ Housing Choice Vouchers, homeownership and other PHA programs.

II. MEANINGFUL ACCESS; FOUR-FACTOR ANALYSIS

Meaningful access is free language assistance in accordance with federal guidelines. The PHA will periodically assess and update the following four-factor analysis, including but not limited to:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by the PHA.
2. The frequency with which with LEP persons using a particular language come into contact with the PHA.
3. The nature and importance of the PHA program, activity or service to the person's life.
4. The PHA's resources and the cost of providing meaningful access. Reasonable steps may cease to be reasonable where the costs imposed substantially exceed the benefits.

III. LANGUAGE ASSISTANCE

1. A person who does not speak English as their primary language and who has a limited ability to read, write, speak or understand English may be a Limited English Proficient (LEP) person and may be entitled to language assistance with respect to PHA programs and activities.
2. Language assistance includes interpretation, which means oral or spoken transfer of a message from one language into another language; and/or translation, which means the written transfer of a message from one language into another language. The PHA will determine when interpretation and/or translation are needed and are reasonable.
3. PHA staff will take reasonable steps to provide the opportunity for meaningful access to LEP clients who have difficulty communicating in English. If a client asks for language assistance and the PHA determines that the client is an LEP person and that language assistance is necessary to provide meaningful access, the PHA will make reasonable efforts to provide free language assistance. If reasonably possible the PHA will provide the language assistance in the LEP client's preferred language.

The PHA has the discretion to determine whether language assistance is needed, and if so, the type of language assistance necessary to provide meaningful access.

The PHA will periodically assess client needs for language assistance based on requests for interpreters and/or translation, as well as the literacy skills of clients.

4. Translation of Documents

- a. The PHA will weigh the costs and benefits of translating documents for potential LEP groups, considering the expense of translating the documents, the barriers to meaningful translation or interpretation of technical housing information, the likelihood of frequent changes in documents, the existence of multiple dialects within a single language group, the apparent literacy rate in an LEP group and other relevant factors. The PHA will undertake this examination when an eligible LEP group constitutes 5 percent of an eligible client group (for example, 5 percent of households living in the PHA's public housing) or 1,000 persons, whichever is less.
- b. If the PHA determines that translation is necessary and appropriate, the PHA will translate the public housing lease and selected mailings and documents of vital importance into that language.
- c. As opportunities arise, the PHA may work with other housing authorities to share the costs of translating common documents, which may include language groups which do not (yet) reach the threshold level in the PHA's client population.
- d. HUD should provide prototype translations of standard housing documents in multiple languages in a timely fashion. HUD should provide this service to local housing authorities and the hundreds or thousands of other HUD grantees whose limited resources hinder their LEP efforts.
- e. The PHA will consider technological aids such as Internet-based translation services which may provide helpful, although perhaps not authoritative, translations of written materials.

5. Audiovisual Materials

- a. The PHA will use reasonable efforts to produce or obtain multiple translations of audiovisual materials it uses to inform or educate applicants, residents and other client groups. For example, the training video on housekeeping produced by PHA staff has four language options.
- b. The PHA will make such materials available for purchase by housing agencies and other organizations, to assist them in their LEP efforts.

6. Formal Interpreters

- a. When necessary to provide meaningful access for LEP clients, the PHA will provide qualified interpreters, including PHA bilingual staff and contract vendors. At important stages that require one-on-one contact, written translation and verbal interpretation services will be provided consistent with the four-factor analysis used earlier.
- b. The PHA may require a formal interpreter to certify to the following:
 - i. The interpreter understood the matter communicated and rendered a competent interpretation.
 - ii. The interpreter is covered by the Minnesota Government Data Practices Act and will not disclose non-public data without written authorization from the client.
- c. Formal interpreters shall be used at the following:
 - i. Formal hearing for denial of admission to public housing;
 - ii. Informal settlement conferences and formal hearing for termination of public housing;
 - iii. Hearings or conferences concerning denial or termination of Housing Choice Voucher (Section 8) participation.
- d. A PHA staff interpreter may not be a subordinate to the person making the decision.
- e. The PHA maintains a list of qualified, bilingual employees who have applied for, and tested for proficiency in languages used by clients. Those employees receive additional compensation for demonstrating non-English language proficiency and can provide limited assistance to PHA staff and LEP clients as part of their regular job duties.

7. Informal Interpreters

- a. Informal interpreters may include the family members, friends, legal guardians, service representatives or advocates of the LEP client. PHA staff will determine whether it is appropriate to rely on informal interpreters, depending upon the circumstances and subject matter of the communication. However in many circumstances, informal interpreters, especially children, are not competent to provide quality and accurate interpretations. There may be issues of confidentiality, competency or conflict of interest.
- b. An LEP person may use an informal interpreter of their own choosing and at their expense, either in place of or as a supplement to the free language assistance offered

by the PHA. If possible, the PHA should accommodate an LEP client's request to use an informal interpreter in place of a formal interpreter.

- c. If an LEP client prefers an informal interpreter, after the PHA has offered free interpreter services, the informal interpreter may interpret. In these cases the client and interpreter should sign a waiver of free interpreter services.
- d. If an LEP client wants to use their own informal interpreter, the PHA reserves the right to also have a formal interpreter present.

8. Outside Resources

- a. Outside resources may include community volunteers, PHA residents or Housing Choice Voucher/Section 8 participants.
- b. Outside resources may be used for interpreting services at public or informal meetings or events if a timely request has been made.
- c. The PHA maintains relationships with mutual assistance associations (MAA's) and other organizations that assist specific cultural and ethnic groups living in St. Paul. To help their clients obtain or keep housing assistance through the PHA, these organizations may provide qualified interpreters for LEP persons.

VI. MONITORING

1. The PHA will review and revise this LEP Plan from time to time. The review will include:
2. Reports from the PHA's computer business systems on the number of PHA clients who are LEP, to the extent that the software and staff data entry can provide such information. Such reports may be supplemented by staff observations.
3. Reports from the computer business systems and other sources listing the languages used by LEP clients.
4. A determination as to whether 5 percent or 1,000 persons from a PHA client group speak a specific language, which triggers consideration of document translation needs as described above.
5. Analysis of staff requests for contract interpreters: number of requests, languages requested, costs, etc.
6. The Resident Advisory Board (RAB) will be asked to review the LEP Plan annually as part of updating the Agency Plan.

VII. LEP PLAN DISTRIBUTION AND TRAINING

The LEP Plan will be:

1. Distributed to all PHA supervisors.
2. Available in PHA Management Offices and the Rental Office/Section 8 Office.
3. Posted on PHA's website, www.stpaulpha.org
4. Explained in orientation and training sessions for supervisors and other staff who need to communicate with LEP clients.

APPENDIX M

POLICY ON PROTECTIONS FOR VICTIMS OF DOMESTIC VIOLENCE

(“VAWA POLICY”)

Approved by PHA Board of Commissioners: April 25, 2007

I. Purpose

The Public Housing Agency of the City of Saint Paul (PHA) has adopted this policy in compliance with the “Violence Against Women and Justice Department Reauthorization Act of 2005” (“VAWA” or “the Act”, P.L. 109-162), a federal law that provides protections for victims of domestic violence, dating violence and stalking. The PHA will comply with all applicable provisions of VAWA. This summary of VAWA protections is not intended to limit the rights of victims provided by the Act.

The PHA notes and supports the statements of Congressional purpose set forth in VAWA including those listed below (paraphrased from the statute).

The purpose of this subtitle (Title VI, Housing Opportunities and Safety for Battered Women and Children) is to

- Reduce domestic violence, dating violence, sexual assault and stalking; and protect victims of such criminal acts;
- Prevent homelessness caused by domestic violence;
- Create long-term housing solutions for victims of domestic violence;
- Build collaborations among victim service providers, homeless service providers, housing providers and housing agencies to address the housing needs of victims of domestic violence; and
- Enable public and assisted housing agencies, private landlords, private management companies and other housing providers and agencies to respond appropriately to domestic violence, while maintaining a safe environment for all housing residents.

II. Protection of Victims

- A. For the purpose of this policy, the term “domestic violence” encompasses acts or threats of domestic violence, dating violence, sexual assault and stalking, as those terms are defined in VAWA.
- B. VAWA protects qualified applicants or tenants and family members of applicants or tenants who are victims of domestic violence, dating violence, or stalking from being denied, evicted or terminated from housing assistance based solely on criminal acts of domestic violence against them. Criminal acts of domestic violence shall not be considered “serious or repeated lease violations” by the victim or “criminal activity” by the victim that is grounds for termination of the lease or of housing assistance.

- C. VAWA protections are available to both applicants for and recipients of housing assistance through the Public Housing program and Section 8 rent assistance programs, including tenant-based Housing Choice Vouchers (HCV) and Project-Based Vouchers (PBV).
- D. VAWA protects both women and men who are victims of domestic violence.
- E. The protections provided by VAWA and this policy are to be observed and enforced by all PHA staff, individuals and agencies contracting with the PHA, and property owners participating in the Section 8 Housing Choice Voucher or Project-Based Voucher programs.
- F. VAWA does not limit the authority of the PHA or a property owner or manager, when notified, to honor court orders addressing rights of access to or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.

III. Certification

- A. PHA May Request Certification. If an applicant, public housing resident or voucher participant claims protection under VAWA against denial of an application, termination of tenancy or assistance, or other adverse action, the PHA may require the person who claims the VAWA protections to deliver a signed certification or other documentation concerning the incident or incidents. If the person does not deliver this certification within the time allowed, he or she will lose the legal protections under VAWA.
- B. Acceptable Forms of Certification. There are three ways to comply with a certification request by the PHA:
 - i. Complete a certification form approved by HUD (Form HUD-50066 or other approved form);
 - ii. Provide a police report or court record;
 - iii. Provide a document signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking.
- C. Self-Certification; Request for Additional Information. The PHA may accept self-certification by the person claiming to be a victim within the protection of VAWA. If the PHA has reason to believe the information provided in the certification is inaccurate or incomplete in material respects, the PHA may request additional information, also certified or attested.
- D. Perjury. The certification must state that the victim and any other person signing it or providing documentation are doing so under penalty of perjury (28 U.S.C. 1746).

- E. **Time limit.** The applicant, public housing resident or voucher participant must deliver the certification in one of these three ways within 14 business days after receiving the housing authority's request for certification.

IV. Confidentiality

Information provided by an applicant, resident or participant about an incident or incidents of domestic violence, dating violence or stalking involving that person or a member of the household will be held by the PHA in confidence and not shared without the consent of the person who provided the information, except that this information may be disclosed in an eviction proceeding or otherwise as necessary to meet the requirements of law.

- V. **Notices.** The PHA will provide notices explaining the VAWA protections to applicants for housing assistance (both Section 8 Housing Choice Vouchers and Public Housing), to public housing residents and Section 8 voucher participants, and to property owners participating in the voucher program.

- VI. **Leases; Bifurcation of Leases:** As required by VAWA, the public housing lease and the Section 8 lease addendum shall provide that the PHA or a property owner may bifurcate a lease to remove a household member who engages in criminal acts of physical violence against family members or others.

The PHA will revise the public housing lease to include provisions required by VAWA. For the interim period before the new lease can be signed by all tenants, the PHA will provide a lease addendum applicable to all leases. In the Section 8 HCV and PBV programs the PHA will require a new lease addendum, provided by HUD.

VII. Rights of PHA and Property Owners to Evict or Terminate Assistance

- A. **Eviction for reasons other than domestic violence.** VAWA specifically preserves the rights of the PHA and property owners to deny or terminate housing assistance to a victim of domestic violence for reasons other than the criminal activity related to the domestic violence, provided that no higher standard is applied.
- B. **Failure to Submit Certification After Request by PHA.** If the person claiming to be a victim within the protection of VAWA fails to deliver the certification or other documentation within 14 business days after receiving the PHA's request, that person loses the legal protections under VAWA.
- C. **Imminent and Actual Threat.** VAWA specifically preserves the rights of the PHA and property owners to evict or terminate from assistance any tenant or household member if the PHA or the owner or manager can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant is not evicted or terminated from assistance.

VIII. POLICY DISTRIBUTION AND TRAINING

This Policy will be included in the Admission and Occupancy Policies for the Public Housing Program as Appendix K and in the Admission and Occupancy Policies for the Section 8 Housing Choice Voucher Program as Appendix M. It will also be

1. Distributed to all PHA supervisors.
2. Available in PHA Management Offices and the Rental Office/Section 8 Office.
3. Posted on PHA's website, www.stpaulpha.org
4. Explained in orientation and training sessions for supervisors and other staff who have regular contact with applicants, public housing residents or Section 8 voucher participants.

APPENDIX N

STUDENTS' ELIGIBILITY FOR VOUCHERS

Approved by PHA Board of Commissioners: June 27, 2007
Amended March 25, 2009

I. OVERVIEW

A. STUDENT ELIGIBILITY; PARENTS' INCOME CONSIDERED

Federal law and regulations limit the eligibility of an adult student under age 24 for Section 8 Housing Choice Vouchers or Project-Based Voucher (PBV) assistance, based on the financial situation of the student's parent(s). The restrictions apply to a student at an institution of higher learning (that is, beyond high school) who is living on his or her own in a Section 8-assisted unit or applying for Section 8 assistance. The restrictions do not apply to students living with their parents in a Section 8-assisted unit or to students who live with parents who are themselves applying to receive Section 8 assistance.

In general, a student under age 24 may be eligible for Section 8 assistance if the student is:

1. Financially independent from his or her parents; or
2. A veteran of the U.S. military; or
3. Married, or
4. A person with disabilities who was receiving Section 8 assistance as of November 30, 2005; or
5. Has dependent children.

If the student does not meet one or more of those exceptions, the student will only be eligible for Section 8 assistance if the student's parents' income is within the Section 8 income limits. The student's own income must also be within the Section 8 income limits.

B. STUDENT FINANCIAL AID

Student financial assistance (scholarships or grants, but not loans) that exceeds actual tuition costs will be included in annual income when determining the student's eligibility for Section 8 assistance. That amount also will be considered for rent calculation purposes unless the student is over the age of 23 and has dependent children. (The HUD regulations say "over the age of 23" in this context, and "under age 24" in others.)

II. REQUIREMENTS FOR STUDENTS TO ESTABLISH ELIGIBILITY

A. FINANCIAL INDEPENDENCE

Unless the PHA determines that the student is financially independent from his or her parents, the eligibility of a student seeking Section 8 assistance will be based on both the student and the parents being determined income-eligible for Section 8 assistance.

If the student can demonstrate that his or her parents are absent and not providing financial support, or that the student is independent from his or her parents, the PHA will not examine the income of the parent or parents. The determination of financial independence may include, but is not limited, to the following factors:

1. The student must be at least 18 years old.
2. Separate household:
 - a. The individual must have established a household separate from his or her parents or legal guardians for at least one year prior to application for occupancy; or
 - b. The individual must meet one or more of the requirements in the U.S. Department of Education's definition of an "independent student": Age 24, veteran, married, graduate or professional student, or have legal dependents other than a spouse (for example, dependent children or an elderly dependent parent); or
 - c. The individual must be a person with disabilities who was receiving Section 8 assistance as of November 30, 2005.
3. The individual must not be claimed as a dependent by parents or legal guardians pursuant to IRS regulations.
4. The individual must obtain a certification of the amount of financial assistance that will be provided by parents, signed by the individual providing the support. This certification is required even if no assistance will be provided. The PHA may accept a certification from another knowledgeable source or waive this requirement if the student demonstrates that his or her parents cannot be reached or that they cannot provide such a statement in a timely manner.

B. PARENTS' INCOME

1. If the student is not determined to be financially independent from his or her parents, both the income of the parents and of the student must be considered to determine if the student is financially eligible for Section 8 assistance. Both the student's income and the parents' income must be separately assessed for income eligibility. That is,

- the student must be financially eligible on his or her own, including in annual income any support received from parents and student financial assistance in excess of tuition costs. The parents must also be eligible financially as if they were applying for Section 8 as a family.
2. If the parent resides in another jurisdiction, the income limits for the area where the parent resides apply. HUD's "Low-Income" limit (80% of area median income) is the income eligibility standard for both the student and the parent(s).
 3. The parent's eligibility for Section 8 must be reviewed annually, at the time of the student's annual recertification of eligibility.
 4. Parent's certification:
 - a. The PHA will require the student to provide a certification of income from each of the student's parents and their individual declarations of the amount of support they are each providing to the student, under penalty of perjury.
 - b. If the student has been living with one parent and has not had contact with or does not know where to contact his or her other parent, the PHA will require the student to provide a certification, under penalty of perjury, addressing the circumstances, including a statement that the student has not received financial assistance from the parent. The parent with whom the student has been living must provide a declaration of support they provide to the student and a certification of their income.
 - c. The PHA retains the right to require the parent(s) to provide supporting documentation such as tax returns, pay stubs, etc. at any time that the declaration, certification and eligibility are in question.
 5. The PHA may waive the requirement that the parent(s) provide a declaration and certification, for good cause and to prevent undue hardship for the student. The basis for the waiver shall be documented and retained.

C STUDENT FINANCIAL AID

1. If the student receives financial assistance (scholarships or grants, but not loans) that are more than his or her tuition costs, the excess amount will be included in annual income when determining the student's eligibility for Section 8 assistance. That amount also will be considered for rent calculation purposes unless the student is over the age of 23 and has dependent children.
2. Again, this provision does not apply to a student who lives with his or her parents in a Section 8-assisted unit, or who lives with parents who are themselves applying for Section 8 assistance.

3. Student financial assistance includes amounts earned under federal Work-Study (FWS) programs, to the extent that the student's financial assistance from all sources exceeds their actual tuition costs.

III. SPECIAL SITUATIONS

A. TWO OR MORE STUDENTS LIVING TOGETHER

If two or more students under age 24 apply for or are receiving Section 8 rent assistance, their eligibility must be determined both individually and as a household. Each student's independence from or support from his or her parents, and his or her parents' financial eligibility for Section 8 must be examined separately also.

B. ONE HOUSEHOLD MEMBER INELIGIBLE

If one or more students living in a household with two or more student members is ineligible for Section 8 based on their parent's financial ineligibility or their failure to comply with this requirement, the entire student household is ineligible for Section 8 assistance. If the student household chooses to remove the ineligible student from the household (that is, the ineligible student moves out), the remaining eligible students may receive assistance. Section 8 voucher assistance may not be pro-rated to a household consisting of eligible and ineligible student members.

LEGAL AUTHORITY: Fiscal Year 2006 appropriations for HUD were enacted in Title III of Public Law 109-115 (119 Stat. 2936) on November 30, 2005 (the Act). Section 327 of the administrative provisions of the Act (1) introduced new restrictions on housing assistance that may be provided to students of higher education under section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f) (1937 Act), and (2) directed HUD to issue a final rule no later than 30 days following enactment of the Act. In accordance with this statutory direction, HUD published a final rule implementing section 327 of the Act on December 30, 2005 (70 FR 77742), and this rule became effective on January 30, 2006. HUD published further guidance on April 10, 2006 (71 FR 18146). The latter notice stated that HUD would post additional guidance on its Internet website. HUD provided a list of "Frequently Asked Questions" (FAQ's) dated May 2, 2006.

HUD's rules related to student eligibility for Section 8 are published at

24 CFR Sec. 5.609 Annual income.

24 CFR Sec. 5.612 Restrictions on assistance to students enrolled in an institution of higher education.

24 CFR Sec. 982.201 Eligibility and targeting.

24 CFR Sec. 982.552 PHA Denial or termination of assistance for family.

HUD's Notice PIH 2005-16 (HA), issued June 15, 2006 (expired June 30, 2006 and not renewed) also provides "Policy Guidance on College Student Admissions" to public housing agencies.

In compliance with HUD appropriations acts for FFY 2006-2008, HUD published a final rule in the Federal Register on August 21, 2008 (p. 49332) "to include the exemption for persons with disabilities

who were receiving Section 8 assistance as of November 30, 2005.” A “person with disabilities” is defined in Section 3(b)(3)(E) of the Housing Act of 1937.

APPENDIX O
CODE OF CONDUCT/CONFLICT OF INTEREST POLICIES

The PHA's Conflict of Interest Policies for Commissioners and Staff are incorporated by reference into this document (Admission & Occupancy Policies for the Section 8 Housing Choice Voucher Program, also known as the Administrative Plan for the Section 8 Program).

The PHA's Conflict of Interest Policy for Commissioners was approved by the Board of Commissioners on December 15, 1993 and last amended on March 19, 1997. The PHA's Conflict of Interest Policy for Staff was approved by the Board of Commissioners on May 19, 1993 and last amended on March 28, 2007.

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PUBLIC HOUSING AGENCY

SAINT PAUL

555 Wabasha Street • Suite 300
 Saint Paul, Minnesota 55102
 651-298-5158 • Fax 651-292-7917
 Hearing Impaired – Minnesota Relay: 7-1-1

SECTION 8 EXISTING HOUSING ALLOWANCES FOR TENANT-FURNISHED UTILITIES AND OTHER SERVICE EFFECTIVE JUNE 2011

M= Multiple Dwelling (Includes Low-Rise Bldgs. (4 or less stories) and High Rise Bldgs. (5 or more stories)

T/D= Townhouse/Duplex (Includes Semi-Detached, Bungalows and Rowhouses)

SF= Single Family Home

UTILITY/ APPLIANCE	0-BR	1-BR			2-BR			3-BR			4-BR			5-BR	6-BR	
		M	T/D	SF	M	T/D	SF	M	T/D	SF	M	T/D	SF			
HEATING Gas	33	35	47	64	59	69	90	67	86	100	94	101	114	138	152	
	District Energy	23	42	42	53	61	61	72	66	66	82	84	84	100	89	93
	Electric	22	28	57	72	38	68	112	53	73	108	61	83	118	127	131
COOKING Gas	5	6			11			13			14			15	16	
	Electric	6	7		12			14			15			17	19	
OTHER ELECTRIC	13	20			32			41			45			47	53	
WATER HEATING Gas	8	9			17			21			25			27	31	
	District Energy	7	14		21			21			30			30	33	
	Electric	10	12		19			23			29			38	41	
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