



BOARD OF COMMISSIONERS  
PERSONNEL COMMITTEE MEETING  
(COMMITTEE OF THE WHOLE)

AUGUST 23, 2023

9:00 A.M.

W. ANDREW BOSS BUILDING  
555 N. WABASHA ST.

I. ROLL CALL

II. ANNUAL EXECUTIVE DIRECTOR PERFORMANCE EVALUATION  
(Closed Session 9:00 A.M. to 10:00 A.M.)

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BOARD OF COMMISSIONERS  
MONTHLY BUSINESS MEETING

AUGUST 23, 2023

10:15 A.M.

W. ANDREW BOSS BUILDING  
555 N. WABASHA ST.

I. ROLL CALL

II. MISSION MOMENT

III. INTRODUCTION OF NEW STAFF:

IV. APPROVAL OF MEETING MINUTES: JULY 26, 2023

V. REVIEW OF BILLS AND COMMUNICATIONS: BANK REGISTERS FOR  
JULY 2023

VI. SEARCH COMMITTEE UPDATE

VII. UNFINISHED BUSINESS

1. FY 2023 AGENCY ACCOMPLISHMENTS REPORT

**VIII.A. NEW BUSINESS CONSENT ITEMS**

The following items are considered to be routine or non-controversial and will be approved in one motion, without discussion. If a Board member or other meeting attendee wishes to discuss a particular item, that person should inform the Chair and the item will be moved to the Discussion portion of the agenda.

1. SALARY FOR NEW ADMINISTRATIVE SUPPORT TECHNICIANS:  
REQUEST TO EXCEED THE 75<sup>TH</sup> PERCENTILE OF THE A13 PAY RANGE  
FOR TWO CANDIDATES

2. SEEKING OUTSIDE FUNDING FOR ASH TREE REMOVAL AND PLANTING AT PHA PROPERTIES

**VIII.B. NEW BUSINESS DISCUSSION ITEMS**

1. RAD-PBRA/MULTIFAMILY HOUSING OPERATING COST ADJUSTMENT FACTOR (OCAF) AND RENT ADJUSTMENT WORKSHEET
2. MULTIFAMILY HOUSING PROGRAM TENANT SELECTION PLAN AND PBRA OCCUPANCY POLICY UPDATES; OCCUPANCY
3. MULTIFAMILY HOUSING PROGRAM TENANT SELECTION PLAN AND PBRA OCCUPANCY POLICY UPDATES; HOTMA

**IX. INFORMATIONAL ITEMS**

- A. GEORGE AND NANCY LATIMER RESIDENT SCHOLARSHIP AWARDS
- B. SECTION 8 MANAGEMENT ASSESSMENT PROGRAM (SEMAP) RATING FOR FY 2023

# PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL

REPORT TO COMMISSIONERS

FROM JON M. GUTZMANN  
EXECUTIVE DIRECTOR

REGARDING Salary for New Administrative  
Support Technicians: Request to Exceed the  
75<sup>th</sup> Percentile of the A13 Pay Range for Two  
Candidates

DATE August 23, 2023

Staff recommends Board approval to offer a starting salary above the 75<sup>th</sup> percentile of the pay range to two candidates for the Administrative Support Technician position in the Maintenance and Resident Services Departments. The recommended salary is \$24.39 per hour, which represents Step 14 of the A13 band/grade/subgrade of the PHA's Agreement with the American Federation of State, County, and Municipal Employees (AFSCME), District Council 5, Local 1854. The PHA's Personnel Policy for All Employees (Article A., Authority of the Executive Director) requires staff to obtain Board approval before hiring any employee at a salary higher than the 75<sup>th</sup> percentile of a position's pay range. The proposed salaries for Ms. Vue and Mr. Clarkin are over the 75<sup>th</sup> percentile of the A13 pay range.<sup>1</sup>

## **Background on Recommendation for Kia Vue**

The Maintenance Department's Administrative Support Technician position has been posted online twice since May 2023 in NEOGOV (Neogov.com/Governmentjobs.com). We received only nine applications in total from both recruitment efforts; and seven of those applicants were interviewed for the position. The interviews, which focused on technical skills, were conducted and reviewed by a panel that included the Agency's three Construction Programs Managers, Tim Braun, Brent Feller, and Jordan LaSota. Three of the seven interviewed applicants were selected

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<sup>1</sup> The pay range for this position is currently \$19.00 - \$24.70, so the 75<sup>th</sup> percentile is \$23.28.

to test for the position. During the first recruitment period, the PHA offered the position to an applicant who declined because they accepted a position elsewhere at a higher rate of pay. The PHA then offered the position to the second candidate, who declined for the same reason. Ms. Vue was one of three applicants who applied for the position during the second recruitment period. Only two of those three candidates responded to the PHA's request for an interview. Ms. Vue was the top scoring candidate by far in the interview process and the only candidate selected for testing. Ms. Vue has been a Mortgage Closer with Wells Fargo since October 2020, where she is responsible for working on final closing disclosures, scheduling closing dates, working on title fees, contacting third parties, and doing data entry.

#### **Background on Recommendation for Ryley Clarkin**

The Agency posted the Resident Services Department's Administrative Support Technician position assigned to McDonough Homes once. A total of six applications were received through NEOGOV. All six applicants were invited to interview for the position but only two applicants accepted the invitation to schedule an interview. The interviews, which focused on the technical skills of the position, were conducted and reviewed by Resident Services Managers Bee Vang and Robert Sherry. Both applicants were invited to test for the position; however Mr. Clarkin was the only candidate who responded to the Agency's invitation to test. Mr. Clarkin has been a Logistics Representative with Standard Forwarding since October 2021, where he is responsible for reviewing bills of lading discrepancies, filing, and entering data in Excel spreadsheets.

Starting both Ms. Vue and Mr. Clarkin at a salary of \$24.39 per hour is commensurate with their respective experience, helps with employee retention, and allows the PHA to be more competitive with other employers looking to fill similar positions.

The PHA has seen an increase in administrative support staff turnover in recent months. Human Resources has initiated conversations with Fox Lawson, the Agency's job evaluation consultants, to review the entry-level administrative positions, and to identify areas in which we may need to consider market adjustments to ensure employee retention and equitable pay.

JMG/ANH/AAG

**PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL****REPORT TO COMMISSIONERS****FROM JON M. GUTZMANN  
EXECUTIVE DIRECTOR****REGARDING** Seeking Outside Funding for  
Ash Tree Removal and Planting  
At PHA Properties**DATE** August 23, 2023

Staff requests Board approval to apply for up to \$500,000 in grant funds from the Minnesota Department of Natural Resources (DNR) to remove trees at Roosevelt Homes and McDonough Homes that are infested with emerald ash borer (EAB), and replant with other species. As explained in the attached press releases, the DNR is offering ReLeaf Community Forestry Grants to local units of government, tribal governments and non-profit organizations.<sup>1</sup> Applicants can request a maximum of \$500,000 in funding. There is no minimum request or matching funds requirement. ReLeaf grant proposals are due September 18, 2023; and the DNR expects to contact selected grantees by October 16, 2023.

The Agency Goals approved by the Board for FY 2022-2023 specifically include seeking outside funding to preserve and improve PHA properties (Goal #6: Preservation and Development).

The grant funds would be used to remove dead or dying ash trees and plant a similar number of non-ash tree species to the greatest extent possible at one or both sites. Staff recently retained the services of a certified arborist to prepare a tree management plan for these two sites. This information will also be used to support our grant application. Staff's preliminary count of ash trees at each site is:

- Roosevelt Homes: 147 ash trees,
- McDonough Homes: 124 ash trees.

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<sup>1</sup> According to DNR staff the PHA is not eligible for the second grant program, Shade Tree Program Bonding Grants.

Contractors would remove the trees and stumps and plant at least the same number of new, immature trees of diverse species. The new trees would be staked and provided with bark protection, mulch, water bags, etc., as needed to help ensure successful tree growth.

The PHA also plans to ask the City's Department of Parks & Recreation to direct its Forestry Unit staff to help remove EAB-infested trees from PHA property. The City's assistance would be welcome even if this DNR grant for McDonough and Roosevelt is approved, since many ash trees are on PHA property at other locations. Staff believes the competition for the State grants will be intense, due to the relatively small amount of funds available and the large number of potential applicants.

The DNR application materials explain that priority will be given to projects that benefit underserved populations and areas of concern for environmental justice (communities with higher populations of low-income residents, or people of color, including tribal communities, or both), among other selection criteria. McDonough Homes and Roosevelt Homes both qualify.

Applicants are required to submit a three-year maintenance plan for the new trees that includes routine watering and care for their growth.

In addition to improving safety, curb appeal and enhancing resident comfort, removing and replacing the EAB-infested trees is likely to increase the properties' scores in future physical inspections by HUD's Real Estate Assessment Center (REAC). Those inspection scores are reviewed during HUD's Management and Occupancy Reviews (MORs) for the eight Projects (3,836 units) that receive Project-Based Rental Assistance.

Over the past several fiscal years the PHA has spent more than \$200,000 for the removal of EAB infested ash trees at PHA-owned properties. The removal of 50 ash trees and one pine tree at Mt. Airy Homes is currently in progress at a cost of \$91,250. PHA contractors have removed many EAB-infested ash trees at PHA-owned hi-rises, at an average cost of approximately \$1,750 per tree. The majority of our bulk ash tree removal needs remain in our largest townhome properties, Roosevelt Homes and McDonough Homes. Ash trees are also at PHA-owned scattered sites (AMP 9); they are removed if infested and dangerous to the home, residents or surrounding community.

The DNR grant will reimburse grantees project costs after the work is completed. If the PHA is awarded a DNR grant for tree removal and replanting, staff may seek Board approval of additional FY 2024 budget authority to allow this work to begin promptly in calendar year 2024. Staff will continue to include EAB-infested tree removal and replanting in future budgets for each fiscal year.

These funds will help ensure that PHA-owned properties continue to be preserved, maintained and improved to the highest possible standards by addressing this important rehabilitation need to protect our residents and housing structures from infested ash tree collapse.

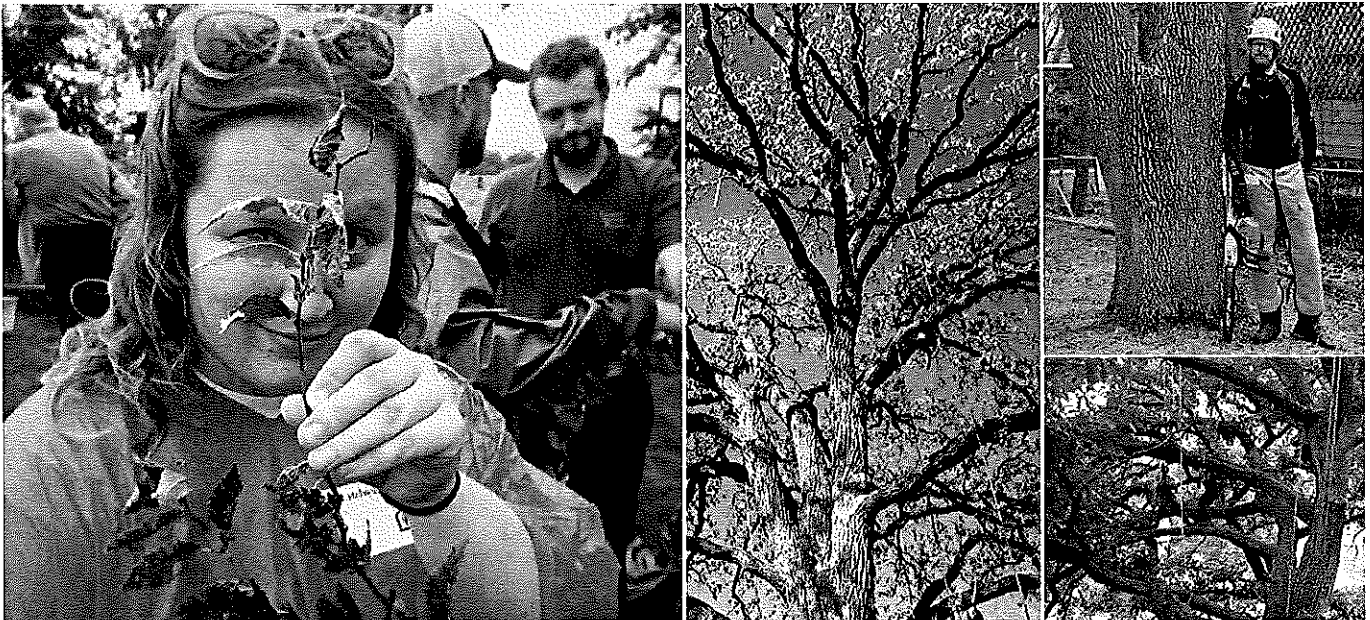
TDA/BNF/TDB/JTL/MIS/FAH

Attachments: Minnesota Department of Natural Resources Press Releases:

- “Community Forestry, 2023 Grants”; 7/31/2023
- “Historic Level of Grant Funding Now Available for Urban and Community Forest Management”; 8/3/2023



## Community forestry



Empower your community with a thriving tree canopy through DNR urban community forestry grants. The 2023 Legislature provided over \$25 million in grant funding that will be rolled out over the next few years to create resilient urban forests and encourage the inventory, planting, assessment, maintenance, improvement, protection, and restoration of trees and forest resources.

Applications are now open for local units of government, tribal governments, and non-profits to help with your community forest management activities. We are offering a webinar and several in-person grant informational sessions around the state in early August to answer questions and support your grant application process.

Applications are now open for local units of government and non-profits to help with your community forest management activities.

## 2023 Grants

There are two great opportunities in 2023 with over \$16 million in eligible funding. Both grants are open to tribal governments and local units of government, which are cities, counties, regional authorities, joint powers boards, and towns. Parks and recreation boards in cities of the first class are also eligible to apply. The ReLeaf grant is also open to nonprofit organizations. Click the link below for information specific to the grant. Eligible applicants are encouraged to apply for both grants! Grant requirements are similar to make dual application easier. However, please contact us if you have questions: [ucf.dnr@state.mn.us](mailto:ucf.dnr@state.mn.us) (<mailto:ucf.dnr@state.mn.us>).

Applicants can request a maximum of \$500,000 in funding from each grant. There is no minimum request or matching funds requirement, making these grants accessible to a wide range of organizations and municipalities.

- [ReLeaf community forestry grants, 2023-2027 \(/grants/forestmgmt/releaf-2023.html\)](/grants/forestmgmt/releaf-2023.html) - \$6.883 million in grants for local units of government and non-profit organizations in Minnesota that encourage and promote the inventory, planting, assessment, maintenance, treatment, improvement, protection, and restoration of trees and forest resources to enhance community forest health and sustainability, reduce atmospheric carbon dioxide levels and promote energy conservation.  
**Deadline: September 18, 2023.**
- [Shade tree program bonding grants, 2023-2027 \(/grants/forestmgmt/shade-tree-program-2023.html\)](/grants/forestmgmt/shade-tree-program-2023.html) - \$10.063 million in grants for local units of government in Minnesota that are planning to replace trees lost to forest pests, disease, or storm; or to establish a more diverse community forest better able to withstand disease and forest pests.  
**Deadline: October 2, 2023.**

## Grant informational sessions

### Webinar

We hosted a webinar that discussed the current status of EAB across Minnesota, the Tree Inspector Program, ISA Certified Arborist credentialing and the urban community forestry grants. The webinar recording will be posted on here shortly. [Add the webinar to your calendar or view call-in information. \(/events/event.html?id=74655\)](#)

### In-person sessions

We are hosting seven in-person informational sessions to learn more about these grants. Information sessions will run for an hour and will help applicants understand grant criteria, eligible activities, and the application process. This is an opportunity to ask questions about both the ReLeaf grant and Shade tree bonding grant. For a list of the in-person sessions, please see below

Scroll table right to see more »

08/10/23 [ReLeaf and Shade Tree Grant Informational Sessions \(/events/event.html?id=74659\)](/events/event.html?id=74659)

DNR Office, Windom

08/15/23	<a href="/events/event.html?id=74660">ReLeaf and Shade Tree Grant Informational Sessions (/events/event.html?id=74660)</a>	Bluepeak Room, Red Baron Arena, Marshall
08/16/23	<a href="/events/event.html?id=74661">ReLeaf and Shade Tree Grant Informational Sessions (/events/event.html?id=74661)</a>	DNR Central Office, St. Paul

## Past grants

- [2023 Preparing for EAB grants program \(/grants/forestmgmt/preparing-eab-grants.html\)](/grants/forestmgmt/preparing-eab-grants.html)
- [Protect Community Forests by Managing Ash for EAB Grants program \(/grants/forestmgmt/protect-community-forests.html\)](/grants/forestmgmt/protect-community-forests.html)
- [Shade tree program bonding grants, 2021-2024 \(/grants/forestmgmt/shade-tree-program-bonding-grant.html\)](/grants/forestmgmt/shade-tree-program-bonding-grant.html)

Visit our [grant recipient page \(https://www.dnr.state.mn.us/grants/forestmgmt/past-and-current-grant-recipients.html\)](https://www.dnr.state.mn.us/grants/forestmgmt/past-and-current-grant-recipients.html) to see which communities have been awarded grants.

Expand all sections

## + Resources for communities

- [Minnesota's Urban and Community Forest Best Management Practices for Preventing the Introduction, Establishment, and Spread of Invasive Species \(PDF\) \(https://files.dnr.state.mn.us/natural\\_resources/invasives/terrestrialplants/is-bmp.pdf\)](https://files.dnr.state.mn.us/natural_resources/invasives/terrestrialplants/is-bmp.pdf)
- [Best management practices to Conserving Wooded Areas in Developing Communities \(/forestry/urban/bmps.html\)](/forestry/urban/bmps.html)
- [Guidelines to Slow the Growth and Spread of Emerald Ash Borer \(PDF\) \(https://www.mda.state.mn.us/sites/default/files/inline-files/EAB%20Management%20Guidelines%202018%20WEB.pdf\)](https://www.mda.state.mn.us/sites/default/files/inline-files/EAB%20Management%20Guidelines%202018%20WEB.pdf)
- [Financial assistance \(/grants/forestmgmt/index.html\)](/grants/forestmgmt/index.html)
- [Guidelines for Developing and Evaluating Tree Ordinances \(https://www.isa-arbor.com/education/onlineresources/treeordinanceguidelines\)](https://www.isa-arbor.com/education/onlineresources/treeordinanceguidelines)
- [Plant Selector \(https://plantp.dot.state.mn.us/plant/\)](https://plantp.dot.state.mn.us/plant/)
- [Tree City USA \(http://www.arboday.org/programs/TreeCityUSA/index.cfm\)](http://www.arboday.org/programs/TreeCityUSA/index.cfm)
- [Diagnosing plant diseases \(https://extension.umn.edu/solve-problem/plant-diseases\)](https://extension.umn.edu/solve-problem/plant-diseases)
- [Certified Tree Inspector Program \(/forestry/urban/certifiedtreeprogram/index.html\)](/forestry/urban/certifiedtreeprogram/index.html)
- [Minnesota Certified Arborists list \(http://www.treesaregood.org/findanarborist/findanarborist\)](http://www.treesaregood.org/findanarborist/findanarborist)
- [Minnesota Tree Care Advocate \(http://www.mntca.org/\)](http://www.mntca.org/)

- [Tree care assistance \(/treecare/index.html\)](/treecare/index.html)
- [Minnesota Consulting Foresters List \(http://mnacf.org/mnacfmember/members/members/\)](http://mnacf.org/mnacfmember/members/members/)
- [Society of American Foresters Certified Foresters List \(https://www.eforester.org/Main/Community/Directories/Certification\\_Directory/Main/Certification/Find\\_a\\_Certified\\_Professional.aspx?hkey=113e75eb-1fe9-4a67-ac2f-1da68541fbb6\)](https://www.eforester.org/Main/Community/Directories/Certification_Directory/Main/Certification/Find_a_Certified_Professional.aspx?hkey=113e75eb-1fe9-4a67-ac2f-1da68541fbb6)
- [Minnesota Forest Pest First Detectors \(https://extension.umn.edu/natural-resources-volunteers/forest-pest-first-detector\)](https://extension.umn.edu/natural-resources-volunteers/forest-pest-first-detector)

#### + Partners

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- [DNR Arbor Month \(/arbormonth/index.html\)](/arbormonth/index.html)
  - [Minnesota Shade Tree Advisory Committee \(MNSTAC \(http://www.mnstac.org/\)\)](http://www.mnstac.org/)
  - [My Minnesota Woods- Urban Natural Resources \(http://www.myminnesotawoods.umn.edu/category/urban-natural-resources/\)](http://www.myminnesotawoods.umn.edu/category/urban-natural-resources/)
  - [Minnesota Society of Arboriculture \(MSA\) \(http://www.msa-live.org/\)](http://www.msa-live.org/)
  - [WIDNR- Urban and Community Forestry \(http://dnr.wi.gov/topic/urbanforests/\)](http://dnr.wi.gov/topic/urbanforests/)
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#### Questions?

Call 651-296-6157 or 888-646-6367

Email us: [info.dnr@state.mn.us](mailto:info.dnr@state.mn.us)

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## **DNR News release 8/3/2023: Historic level of grant funding now available for urban and community forest management**

The Minnesota Department of Natural Resources has more than \$25 million available to grant to local units of government, tribal governments and non-profit organizations through June of 2027 for urban and community forest management, particularly to address Emerald Ash Borer (EAB). This funding was an outcome of the 2023 Minnesota Legislative Session and will be awarded over a series of competitive grant application periods. The first application period opened on July 31, 2023 with \$16 million in available grant funding.

There are two categories of grant funding available during this current application period: ReLeaf Grants and Shade Tree Program Bonding Grants. While the grant application period is starting at the same time for these two programs, the eligible applicants and activities, as well as the application due dates, differ. Below are key features of each of the grant programs.

- **ReLeaf Grants** (up to \$6.9 million in available funding this round, with a similar amount to be offered next year) are available to tribal governments, local units of government (including cities, counties, regional authorities, joint powers boards, towns) and non-profit organizations with 501(c) status. Parks and recreation boards in cities of the first class are also eligible to apply. ReLeaf Grants cover an extensive range of activities to address EAB and other forest health issues. Eligible activities include tree inventories, management plans, tree stump removal, tree replacement and planting, education and outreach, chemical treatment of ash with injectable non-neonicotinoid insecticides, and several other activities. For the first time, community forestry activities conducted by staff or contractors on residential land that is owned by or serves low-income residents are also grant-eligible. Applications will be accepted for ReLeaf Grants through Monday, Sept. 18.
- **Shade Tree Program Bonding Grants** (up to \$10.1 million available in total) are available to tribal governments and local units of government. Eligible activities include removal and replanting of shade trees to provide environmental benefits; replacement of trees lost to forest pests, disease, or storm; and tree plantings to establish a more diverse community forest better able to withstand disease and forest pests. These activities must be on public or tribal land. Applications for Shade Tree Bonding Grants will be accepted through Monday, Oct. 2.

Applicants to either program can request a maximum of \$500,000 per program and can apply to one or both program(s). No minimum request or match is required. Applications are evaluated on a range of scoring criteria. These criteria focus on the strength of the proposal (e.g., purpose, budget, timeline, staffing) and the extent to which the proposal meets the grant priorities of benefiting underserved populations and areas of concern for environmental justice, and focusing on EAB, especially the removal and replacement of ash trees presenting notable safety risks. To encourage smaller communities to apply, projects that serve communities with a population of 20,000 or less will receive a small scoring incentive.

For more information on grant criteria, activities and the application process, please visit the [Minnesota DNR community forestry webpage](#).

## PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL

**REPORT TO COMMISSIONERS**

**FROM** JON M. GUTZMANN  
EXECUTIVE DIRECTOR

**REGARDING** RAD-PBRA/Multifamily Housing  
Operating Cost Adjustment Factor (OCAF) and  
Rent Adjustment Worksheet

**DATE** August 23, 2023

Staff requests Board approval to execute and submit the following documents to HUD for each of the Agency's eight RAD-PBRA Projects<sup>1</sup>, to increase the contract rents by 7.3% effective January 1, 2024:

- Operating Cost Adjustment Factor (OCAF) Rent Adjustment Worksheet; and
- Certification as to Purchasing Practices and Reasonableness of Expenses.

Copies of the documents for all projects are attached as examples, including draft rent schedules, which serve as the basis for calculating gross potential rent. These documents must be submitted to HUD each year.

As explained below, applying the OCAF increases the eight projects' Gross Potential Rent by \$2,887,332 in 2024. The table on the following page shows the adjusted contract rents for all of the projects.

HUD issues new OCAFs annually for each state, to allow project owners to increase annual contract rents for Housing Assistance Payment (HAP) contracts for eligible Multifamily PBRA Projects. The OCAF is determined by a complex calculation based on three years of reported data from nine expense categories, including salaries and benefits and utility expenses, as reported by project owners in Annual Financial Statements (AFS) submitted to HUD. The 2023 OCAF was published on November 15, 2022, and is applicable for contracts with an anniversary

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<sup>1</sup> The eight properties were converted from Low Income Public Housing (LIPH) to Project-Based Rental Assistance (PBRA) under HUD's Rental Assistance Demonstration (RAD) program.

date of February 11, 2023, or later. The anniversary date for the PHA’s PBRA HAP contracts is January 1, so the 2023 OCAF applies to contract rents in 2024. Minnesota’s 2023 OCAF is 7.3%, which is 5.3% higher than the 2.0% factor on which the RAD Financing Plan was based.

The table shows the changes in Gross Potential Rent for each RAD-PBRA project in 2024 due to the 2023 OCAF adjustment, based on current actual contract rents. Gross Potential Rent (GPR) is the calculated maximum amount of rental income from tenant rent and HAP payments that can be generated by a property. After adjustments for vacancy loss and collection loss, the result is the Project’s Net Rental Income.

Project Name	Current Gross Potential Rent	2024 OCAF Adjusted Gross Potential Rent	Increase in Gross Potential Rent
McDonough	\$6,833,052	\$7,333,440	\$500,388
Hamline Hi-Rise	4,506,768	4,838,064	331,296
Edgerton Hi-Rise	5,202,624	5,580,876	378,252
Roosevelt	3,386,592	3,634,776	248,184
Mount Airy	7,037,748	7,549,404	511,656
Exchange Hi-Rise	2,573,232	2,761,788	188,556
Ravoux Hi-Rise	4,216,524	4,525,824	309,300
Dunedin Terrace	5,740,896	6,160,596	419,700
<b>TOTAL</b>	<b>\$39,497,436</b>	<b>\$42,384,768</b>	<b>\$2,887,332</b>

Agency staff have been in frequent contact with the HUD Multifamily Minneapolis Field Office staff regarding the OCAF adjustment submission requirements. The OCAF adjustment should be requested 120 days prior to the HAP contract anniversary date, and supplemented by the following three documents for each Project:

- Annual Utility Allowance analysis;
- Rent Schedule; and
- Annual authorization increasing the Reserve for Replacements contribution.

The OCAF adjustment is not dependent on changes to Utility Allowances or annual contributions to the Reserve for Replacements, and PHA staff are still working with local HUD staff to determine the final adjustments needed to the utility allowance. Due to this, HUD staff recommended that we submit the OCAF Rent Adjustment Worksheet and related “Certificate of Cost Reasonableness” independent of these three items. Staff anticipate presenting these three supplemental items to the Board for consideration at the September 27, 2023, meeting.

Annual OCAF adjustments are one of the primary benefits of converting 3,836 rental subsidies from the Low Income Public Housing program to PBRA through RAD. In contrast to the annual fluctuations in appropriations for public housing, Congress has approved full funding for these rental assistance contracts (most with private property owners) every year. To date there have been no reductions (pro-rations) of the subsidies below the amounts set by the contracts and annual OCAF adjustments. Therefore the PHA, like other PBRA project owners, can carry out both short- and long-term financial planning. The RAD Financing Plan remains the guiding document for the Agency’s operations, based on an assumed 2.0% annual OCAF adjustment each year. In each year since the RAD conversion, the actual OCAF increase has exceeded 2.0% (2.5% in calendar year 2021, 2.4% in 2022, 3.2% in 2023, and 7.3% in 2024). This has led to an increase in gross potential rents of \$4.2 million in the first four years post-RAD conversion compared to the original RAD Financing Plan. The compounding effects of these increases, holding all other assumptions in the RAD Financing Plan equal, equate to a \$55.6 million increase in gross potential rent over the 20-year period of the RAD Financing Plan. However, the original RAD Financing Plan included a vacancy assumption of 5% across all properties. At higher vacancy levels, the full benefit of the annual OCAF increases will not be realized in higher net cash flow, as vacancy losses will offset higher gross potential rents.

WW/

Attachments:

1. Notice of Certain Operating Cost Adjustment Factors for 2023
2. CY 2024 Contract Rent Changes
3. CY 2024 OCAF Adjustment Worksheets
4. CY 2024 Draft Rent Schedules
5. Certification as to Purchasing Practices and Reasonableness of Expenses
6. Gross Potential Rents Comparison

**SUPPLEMENTARY INFORMATION:** The information collection is required for Community Disaster Loan (CDL) Program eligibility determinations, CDL management, and compliance with other Federal laws and regulations. The CDL Program is authorized by section 417 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93–288, as amended, 42 U.S.C. 5184) and implementing regulations at 44 CFR, part 206, subpart K. FEMA may make a CDL to any local government which has suffered a substantial loss of tax or other revenues as a result of a major disaster or emergency and which demonstrates a need for Federal financial assistance to perform its governmental functions.

The CDL must be justified on the basis of need and be based on the actual and projected expenses, as a result of the disaster, for the fiscal year in which the disaster occurred and the three succeeding fiscal years. FEMA has the authority to cancel repayment of all or part of these CDLs to the extent that a determination is made that revenues of the local government during the three fiscal years following the disaster are insufficient to meet the operating budget of that local government because of disaster related revenue losses and additional unreimbursed disaster-related municipal operating expenses.

FEMA reviewed the forms included in this collection and found that FEMA Form 090–0–4 (Letter of Application) presented difficulties for the local governments. FEMA found a simpler way of fulfilling the regulatory requirement through a template letter which local governments can paste into their letterhead. Therefore, FEMA Form 090–0–4 (Letter of Application) will no longer be part of this collection.

**Collection of Information**

*Title:* Application for Community Disaster Loan (CDL) Program.

*Type of Information Collection:* Extension, with minor change, of a currently approved information collection.

*OMB Number:* 1660–0083.

*FEMA Forms:* FEMA Form FF–104–FY–22–223 (formerly 090–0–1), Certification of Eligibility for Community Disaster Loans; FF–104–FY–22–224 (formerly 116–0–1), Promissory Note; FF–104–FY–22–225 (formerly 085–0–1), Local Government Resolution—Collateral Security; FF–104–FY–22–226 (formerly 112–0–3C), Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters, and Drug-Free Workplace Requirements; FF–104–FY–

22–227 (formerly 009–0–15), Application for Loan Cancellation.

*Abstract:* The loan package for the CDL Program provides local governments that have suffered substantial loss of tax or other revenues as a result of a major disaster, the opportunity to obtain financial assistance in order to perform their governmental functions. The loan must be justified on the basis of need and actual expenses.

*Affected Public:* State, local, or Tribal Government.

*Estimated Number of Respondents:* 260.

*Estimated Number of Responses:* 260.

*Estimated Total Annual Burden Hours:* 552.

*Estimated Total Annual Respondent Cost:* \$25,800.

*Estimated Respondents' Operation and Maintenance Costs:* 0.

*Estimated Respondents' Capital and Start-Up Costs:* 0.

*Estimated Total Annual Cost to the Federal Government:* \$1,059,047.

**Comments**

Comments may be submitted as indicated in the **ADDRESSES** caption above. Comments are solicited to (a) evaluate whether the proposed data collection is necessary for the proper performance of the agency, including whether the information shall have practical utility; (b) evaluate the accuracy of the agency's estimate of the burden of the proposed collection of information, including the validity of the methodology and assumptions used; (c) enhance the quality, utility, and clarity of the information to be collected; and (d) minimize the burden of the collection of information on those who are to respond, including through the use of appropriate automated, electronic, mechanical, or other technological collection techniques or other forms of information technology, e.g., permitting electronic submission of responses.

**Millicent Brown Wilson,**

*Records Management Branch Chief, Office of the Chief Administrative Officer, Mission Support, Federal Emergency Management Agency, Department of Homeland Security.*

[FR Doc. 2022–24803 Filed 11–14–22; 8:45 am]

**BILLING CODE 9111–24–P**

**DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

[Docket No. FR–6360–N–01]

**Notice of Certain Operating Cost Adjustment Factors for 2023**

**AGENCY:** Office of the Assistant Secretary for Housing—Federal Housing Commissioner, HUD.

**ACTION:** Notice; request for comment.

**SUMMARY:** This notice establishes operating cost adjustment factors (OCAFs) for project-based assistance contracts issued under Section 8 of the United States Housing Act of 1937 and renewed under the Multifamily Assisted Housing Reform and Affordability Act of 1997 (MAHRA) for eligible multifamily housing projects having an anniversary date on or after February 11, 2023. OCAFs are annual factors used to adjust Section 8 rents renewed under section 515 or section 524 of MAHRA. Through this notice HUD also seeks public input on two proposed technical changes to its OCAF calculation method.

**DATES:**

*Comment due date:* December 15, 2022.

*Applicability date:* February 11, 2023, unless HUD receives comment that would lead to the reconsideration of these proposed changes, as described below.

**ADDRESSES:** HUD invites interested persons to submit comments regarding changes to the OCAF calculation method. Communications must refer to the above docket number and title and should contain the information specified in the “Request for Public Comments and FMR Reevaluations” section. There are two methods for submitting public comments:

1. Electronic Submission of Comments. Interested persons may submit comments or reevaluation requests electronically through the Federal eRulemaking Portal at <https://www.regulations.gov>. HUD strongly encourages commenters to submit comments or reevaluation requests electronically. Electronic submission of comments or reevaluation requests allows the author maximum time to prepare and submit a comment or reevaluation request, ensures timely receipt by HUD, and enables HUD to make them immediately available to the public. Comments or reevaluation requests submitted electronically through the <https://www.regulations.gov> website can be viewed by other submitters and interested members of the public. Commenters or reevaluation

requestors should follow instructions provided on that site to submit comments or reevaluation requests electronically.

2. **Submission of Comments by Mail.** Members of the public may submit comments or requests for reevaluation by mail to the Regulations Division, Office of General Counsel, Department of Housing and Urban Development, 451 7th Street SW, Room 10276, Washington, DC 20410-0500. Due to security measures at all federal agencies, however, submission of comments by standard mail often results in delayed delivery. To ensure timely receipt of comments or reevaluation requests, HUD recommends that comments or requests submitted by standard mail be submitted at least two weeks in advance of the deadline. HUD will make all comments or reevaluation requests received by mail available to the public at <https://www.regulations.gov>.

**Note:** To receive consideration as public comments or reevaluation requests, comments or requests must be submitted through one of the two methods specified above. Again, all submissions must refer to the docket number and title of the notice.

**No Facsimile Comments or Reevaluation Requests.** HUD does not accept facsimile (FAX) comments or requests.

**FOR FURTHER INFORMATION CONTACT:** Jennifer Lavorel, Director, Office of Asset Management and Portfolio Oversight Program Administration Office, Department of Housing and Urban Development, 451 7th Street SW, Washington, DC 20410; telephone number 202-402-2515 (this is not a toll-free number). HUD welcomes and is prepared to receive calls from individuals who are deaf or hard of hearing, as well as individuals with speech and communication disabilities. To learn more about how to make an accessible telephone call, please visit <https://www.fcc.gov/consumers/guides/telecommunications-relay-service-trs>.

#### SUPPLEMENTARY INFORMATION:

##### I. Background

Section 514(e)(2) and section 524(c)(1) of the Multifamily Assisted Housing Reform and Affordability Act of 1997 (MAHRA) (42 U.S.C. 1437f note), as amended, require HUD to establish guidelines for the development of operating cost adjustment factors (OCAFs) for rent adjustments. Similar language is found in sections 524(a)(4)(C)(i), 524(b)(1)(A), and 524(b)(3)(A) of MAHRA, all of which prescribe the use of the OCAF in the calculation of renewal rents. MAHRA gives HUD broad discretion in setting

OCAFs, referring, for example, in sections 524(a)(4)(C)(i), 524(b)(1)(A), 524(b)(3)(A), and 524(c)(1), to simply “an operating cost adjustment factor established by the Secretary.” HUD uses a single methodology for establishing OCAFs. The sole limitation to this grant of authority is a specific requirement in each of the foregoing provisions that application of an OCAF “shall not result in a negative adjustment.”

OCAFs vary among states and territories. Contract rents are adjusted by applying the OCAF for the state or territory in which the subject project is located to that portion of the rent attributable to operating expenses exclusive of debt service.

The OCAFs provided in this notice are applicable to eligible projects having a contract anniversary date on or after February 11, 2023.

##### II. Proposed Changes to OCAF Methodology

HUD seeks public input on the following proposed technical changes to its OCAF calculation methodology.

**Vintage of data.** To calculate the inflation factor for each of the nine cost components that comprise the OCAF, HUD uses year-over-year data, pulling data as of May of each year. Beginning with the 2024 OCAFs, HUD will begin to pull data in August of each year, to reduce the time lag between when OCAFs are calculated and when they go into effect.

**Note:** To provide for OCAFs that are relatively generous in 2023, given historically high inflation levels, HUD calculated the cost component inflation factor for most of the cost components using a time period that exceeds 1 year. HUD used the most recent available data at the time of calculation for the numerator. For the denominator, HUD used the figure for the time period that was used in the calculation of the 2022 OCAFs. Going forward, HUD will revert to using year-over-year data for each component, subject to data availability.

**Insurance component data source.** To calculate the inflation factor for the insurance component, HUD has used the Bureau of Labor Statistics Consumer Price Index, Tenants and Household Insurance Index. Beginning with the 2023 OCAFs, HUD instead uses the industry data for Direct property and casualty insurers-Commercial multiple peril insurance series from the Bureau of Labor Statistics, Producer Price Index, as it is the best metric for insurance costs for properties of leased rental housing.

With respect to these proposed changes to OCAF methodology, HUD will consider all comments submitted not later than 30 days from the date of

publication of this notice. Unless HUD receives comment that would lead to the reconsideration of these proposed changes, the changes will become effective on February 11, 2023. If HUD receives adverse comment that leads to reconsideration, HUD will notify the public via a revised notice issued immediately following the close of the comment period.

##### III. OCAF Data Sources

OCAFs are calculated as the sum of weighted component cost changes for electricity, employee benefits/employee wages, fuel oil, goods/supplies/equipment, insurance, natural gas, property taxes, and water/sewer/trash, using publicly available indices. The weights used in the OCAF calculations for each of the nine cost component groupings are set using current percentages attributable to each of the nine expense categories. HUD calculates weights using three years of audited Annual Financial Statements from projects covered by OCAFs. The expenditure percentages for these nine categories have been found to be stable over time, and using three years of data increases their stability. The nine cost component weights are calculated at the state level, which is the lowest level of geographical aggregation with enough projects to permit statistical analysis. These data are not available for the Western Pacific Islands, so data for Hawaii are used as the best available indicator of OCAFs for these areas.

HUD uses the best current price data sources for the nine cost categories in calculating annual change factors. State-level data for electricity, fuel oil, and natural gas from Department of Energy surveys are relatively current and continue to be used. Data on changes in employee benefits/employee wages, goods/supplies/equipment, insurance, property taxes, and water/sewer/trash costs are available only at the national level.

The data sources used for the selected nine cost indicators are as follows:

- **Electricity:** Energy Information Agency (EIA), May 2022 “Electric Power Monthly” report, Table 5.6.B. HUD compares the estimate for January 2022 through May 2022 to the estimate for January 2020 to December 2020. [https://www.eia.gov/electricity/monthly/epm\\_table\\_grapher.php?t=epmt\\_5\\_06\\_b](https://www.eia.gov/electricity/monthly/epm_table_grapher.php?t=epmt_5_06_b).
- **Employee benefits:** Bureau of Labor Statistics (BLS) ECI, Private Industry Benefits, All Workers (Series ID CIU2030000000000), at the national level. HUD compares the second quarter 2022 to the first quarter of 2021. <https://data.bls.gov/timeseries/CIU20300000000001>.

- **Employee wages:** Bureau of Labor Statistics (BLS) ECI, Private Industry Wages and Salaries, All Workers (Series ID CIU202000000000I), at the national level. HUD compares the second quarter 2022 to the first quarter of 2021. <https://data.bls.gov/timeseries/CIU202000000000I>.

- **Fuel Oil:** EIA U.S. Weekly Heating Oil and Propane Prices report. Average weekly residential heating oil prices in cents per gallon excluding taxes for the period from October 5, 2021, through the week of March 29, 2022, are compared to the average from October 5, 2020, through the week of March 29, 2021. For the States with insufficient fuel oil consumption to have separate estimates, the relevant regional Petroleum Administration for Defense Districts (PADD) change between these two periods is used; if there is no regional PADD estimate, the U.S. change between these two periods is used. [https://www.eia.gov/dnav/pet/pet\\_pri\\_wfr\\_a\\_EPD2F\\_PRS\\_dpgal\\_w.htm](https://www.eia.gov/dnav/pet/pet_pri_wfr_a_EPD2F_PRS_dpgal_w.htm).

- **Goods/Supplies/Equipment:** Bureau of Labor Statistics (BLS) Consumer Price Index, All Items Less Food, Energy and Shelter (Series ID CUUR0000SA0L12E) at the national level. HUD compares the July 2022 estimate to the estimate for May 2021. <https://data.bls.gov/timeseries/CUUR0000SA0L12E>.

- **Insurance:** Bureau of Labor Statistic (BLS) Producer Price Index, industry data for Direct property and casualty insurers-Commercial multiple peril insurance (Series ID PCU5241265241265) at the national level. HUD compares the estimate for July 2022 to the estimate for May 2021. <https://data.bls.gov/timeseries/PCU5241265241265>.

- **Natural Gas:** Energy Information Agency, Natural Gas, Residential Energy Price, monthly prices in dollars per 1,000 cubic feet at the state level. HUD compares the estimate for January 2021 through May 2022 to the estimate for January 2020 through December 2020. Due to EIA data quality standards, several states were missing data for one or two months in 2021 and 2022; in these cases, data for these missing months were estimated using data from the surrounding months in that year and the relationship between that same month and the surrounding months in 2020. [http://www.eia.gov/dnav/ng/ng\\_pri\\_sum\\_a\\_EPG0\\_PRS\\_DMcf\\_a.htm](http://www.eia.gov/dnav/ng/ng_pri_sum_a_EPG0_PRS_DMcf_a.htm).

- **Property Taxes:** Census Quarterly Summary of State and Local Government Tax Revenue—Table 1 <https://www.census.gov/econ/currentdata/dbsearch?program=QTAX&startYear=2019&endYear=2021&categories=QTAXCAT1&dataType=T01&geoLevel=>

*US&notAdjusted=1&submit=GET+DATA&releaseScheduleId=.* Twelve-month property taxes are computed as the total of four quarters of tax receipts for the period from April through March. Total 12-month taxes are then divided by the number of occupied housing units to arrive at average 12-month tax per housing unit. HUD compares the estimate for April 2021 through March 2022 to the estimate for April 2020 through March 2021. The number of occupied housing units is taken from U.S. Census Bureau's Current Population Survey/Housing Vacancy Survey (CPS/HVS) housing inventory estimates the estimates, Table 8: <https://www.census.gov/housing/hvs/data/histtab8.xlsx>.

- **Water/Sewer/Trash:** Consumer Price Index, All Urban Consumers, Water and Sewer and Trash Collection Services (Series ID CUUR00 00SEHG) at the national level. HUD compares the estimate for July 2022 to the estimate for May 2021. <https://data.bls.gov/timeseries/CUUR0000SEHG>.

The sum of the nine cost component percentage weights equals 100 percent of operating costs for purposes of OCAF calculations. To calculate the OCAFs, state-level cost component weights developed from AFS data are multiplied by the selected inflation factors. For instance, if wages in Virginia comprised 50 percent of total operating cost expenses and increased by 4 percent from 2021 to 2022, the wage increase component of the Virginia OCAF for 2023 would be 2.0 percent (50% \* 4%). This 2.0 percent would then be added to the increases for the other eight expense categories to calculate the 2023 OCAF for Virginia. For states where the calculated OCAF is less than zero, the OCAF is floored at zero. The OCAFs for 2023 are included as an Appendix to this notice.

**IV. Findings and Certifications Environmental Impact**

This notice sets forth rate determinations and related external administrative requirements and procedures that do not constitute a development decision affecting the physical condition of specific project areas or building sites. Accordingly, under 24 Code of Federal Regulations 50.19(c)(6), this notice is categorically excluded from environmental review under the National Environmental Policy Act of 1969 (42 U.S.C. 4321).

**V. Paperwork Reduction Act**

This notice does not impact the information collection requirements already submitted to the Office of Management and Budget (OMB) under

the Paperwork Reduction Act of 1995 (44 U.S.C. 3501–3520). In accordance with the Paperwork Reduction Act, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a currently valid OMB control number. The OMB control number associated with this collection is 2502–0587.

**VI. Catalog of Federal Domestic Assistance Number**

The Catalog of Federal Domestic Assistance Number for this program is 14.195.

**Julia R. Gordon,**  
*Office of the Assistant Secretary for Housing, Federal Housing Administration Commissioner.*

**Appendix**

**Operating Cost Adjustment Factors for 2023**

Alabama .....	5.8
Alaska .....	6.0
Arizona .....	5.7
Arkansas .....	5.9
California .....	7.1
Colorado .....	5.9
Connecticut .....	6.1
Delaware .....	5.8
District of Columbia .....	5.8
Florida .....	6.1
Georgia .....	5.6
Hawaii .....	7.3
Idaho .....	5.1
Illinois .....	7.3
Indiana .....	6.4
Iowa .....	5.0
Kansas .....	5.5
Kentucky .....	6.4
Louisiana .....	5.9
Maine .....	8.3
Maryland .....	6.6
Massachusetts .....	6.1
Michigan .....	5.5
Minnesota .....	7.3
Mississippi .....	6.2
Missouri .....	5.2
Montana .....	5.4
Nebraska .....	5.9
Nevada .....	6.2
New Hampshire .....	5.7
New Jersey .....	5.3
New Mexico .....	6.0
New York .....	7.6
North Carolina .....	5.7
North Dakota .....	6.0
Ohio .....	6.2
Oklahoma .....	4.9
Oregon .....	5.6
Pacific Islands .....	7.3
Pennsylvania .....	5.8
Puerto Rico .....	6.3
Rhode Island .....	5.3
South Carolina .....	5.6
South Dakota .....	4.8
Tennessee .....	5.7
Texas .....	5.7
Utah .....	5.6
Vermont .....	6.0

Virgin Islands .....	5.8
Virginia .....	6.0
Washington .....	5.9
West Virginia .....	6.6
Wisconsin .....	6.6
Wyoming .....	5.6
United States .....	6.1

[FR Doc. 2022-24845 Filed 11-14-22; 8:45 am]

BILLING CODE 4210-67-P

**DEPARTMENT OF THE INTERIOR**

**Bureau of Land Management**

[L13100000.PP0000.LLHQ310000.234; OMB Control No. 1004-0209]

**Agency Information Collection Activities; Measurement of Oil**

**AGENCY:** Bureau of Land Management, Interior.

**ACTION:** Notice of information collection; request for comment.

**SUMMARY:** In accordance with the Paperwork Reduction Act of 1995, the Bureau of Land Management (BLM) proposes to renew an information collection.

**DATES:** Interested persons are invited to submit comments on or before January 16, 2023.

**ADDRESSES:** Send your written comments on this information collection request (ICR) by mail to Darrin King, Information Collection Clearance Officer, U.S. Department of the Interior, Bureau of Land Management, Attention PRA Office, 440 W 200 S #500, Salt Lake City, UT 84101; or by email to [BLM\\_HQ\\_PRA\\_Comments@blm.gov](mailto:BLM_HQ_PRA_Comments@blm.gov). Please reference Office of Management and Budget (OMB) Control Number 1004-0209 in the subject line of your comments. Please note that the electronic submission of comments is recommended.

**FOR FURTHER INFORMATION CONTACT:** To request additional information about this ICR, contact Jennifer Spencer by email at [j35spenc@blm.gov](mailto:j35spenc@blm.gov), or by telephone at (307) 775-6261. Individuals in the United States who are deaf, deafblind, hard of hearing, or have a speech disability may dial 711 (TTY, TDD, or TeleBraille) to access telecommunications relay services. Individuals outside the United States should use the relay services offered within their country to make international calls to the point-of-contact in the United States. You may also view the ICR at <http://www.reginfo.gov/public/do/PRAMain>. **SUPPLEMENTARY INFORMATION:** In accordance with the Paperwork

Reduction Act of 1995 (PRA, 44 U.S.C. 3501 *et seq.*) and 5 CFR 1320.8(d)(1), all information collections require approval under the PRA. We may not conduct or sponsor, and you are not required to respond to a collection of information unless it displays a currently valid OMB control number.

As part of our continuing effort to reduce paperwork and respondent burdens, we invite the public and other Federal agencies to comment on new, proposed, revised, and continuing collections of information. This helps us assess the impact of our information collection requirements and minimize the public's reporting burden. It also helps the public understand our information collection requirements and provide the requested data in the desired format.

We are especially interested in public comment addressing the following:

- (1) Whether the collection of information is necessary for the proper performance of the functions of the agency, including whether the information will have practical utility;
- (2) The accuracy of our estimate of the burden for this collection of information, including the validity of the methodology and assumptions used;
- (3) Ways to enhance the quality, utility, and clarity of the information to be collected; and
- (4) How the agency might minimize the burden of the collection of information on those who are to respond, including the use of appropriate automated, electronic, mechanical, or other technological collection techniques or other forms of information technology, *e.g.*, permitting electronic submission of response.

Comments that you submit in response to this notice are a matter of public record. We will include or summarize each comment in our request to OMB to approve this ICR. Before including your address, phone number, email address, or other personal identifying information in your comment, you should be aware that your entire comment—including your personal identifying information—may be made publicly available at any time. While you can ask us in your comment to withhold your personal identifying information from public review, we cannot guarantee that we will be able to do so.

**Abstract:** This collection of information enables the BLM to ensure compliance with standards for the measurement of oil produced from Federal and Indian (except Osage Tribe) leases and compliance with pertinent statutes. This OMB Control Number is currently scheduled to expire on April

30, 2023. The BLM plans to request that OMB renew this OMB Control Number for an additional three years.

**Title of Collection:** Measurement of Oil (43 CFR Subpart 3174).

**OMB Control Number:** 1004-0209.

**Form Numbers:** None.

**Type of Review:** Extension of a currently approved collection.

**Respondents/Affected Public:** Businesses that participate in the production of oil from Federal and Indian (except Osage Tribe) leases.

**Total Estimated Number of Annual Respondents:** 11,742.

**Total Estimated Number of Annual Responses:** 11,742.

**Estimated Completion Time per Response:** Varies from 6 minutes to 80 hours, depending on activity.

**Total Estimated Number of Annual Burden Hours:** 5,884.

**Respondent's Obligation:** Required to obtain or retain a benefit.

**Frequency of Collection:** On occasion for all except the following information collection one-time activities pertaining to measurement equipment in use for the measurement of Federal or Indian fluid minerals:

- Documentation of Testing for Approval of a Coriolis Meter;
- Request to Use Alternate Oil Measurement System; and
- Testing of Alternate Oil Measurement System.

**Total Estimated Annual Nonhour Burden Cost:** \$5,580,305.

An agency may not conduct or sponsor and, notwithstanding any other provision of law, a person is not required to respond to a collection of information unless it displays a currently valid OMB control number.

The authority for this action is the Paperwork Reduction Act of 1995 (44 U.S.C. 3501 *et seq.*).

Darrin A. King,

Information Collection Clearance Officer.

[FR Doc. 2022-24854 Filed 11-14-22; 8:45 am]

BILLING CODE 4310-84-P

**DEPARTMENT OF THE INTERIOR**

**Bureau of Land Management**

[L13100000.PP0000.LLHQ310000.234; OMB Control No. 1004-0210]

**Agency Information Collection Activities; Measurement of Gas**

**AGENCY:** Bureau of Land Management, Interior.

**ACTION:** Notice of Information Collection; request for comment.

**SUMMARY:** In accordance with the Paperwork Reduction Act of 1995, the

Project	BR Size	Total Units	CY 23 Contract Rent	CY 24 Contract Rent	\$ Increase
McDonough	1	35	\$610.00	\$655.00	\$45.00
	2	270	\$766.00	\$822.00	\$56.00
	3	169	\$1,093.00	\$1,173.00	\$80.00
	4	90	\$1,281.00	\$1,375.00	\$94.00
	5	28	\$1,473.00	\$1,581.00	\$108.00
Hamline	1	476	\$789.00	\$847.00	\$58.00
Edgerton	1	553	\$784.00	\$841.00	\$57.00
Roosevelt	1	63	\$640.00	\$687.00	\$47.00
	2	167	\$806.00	\$865.00	\$59.00
	3	68	\$1,144.00	\$1,228.00	\$84.00
	4	22	\$1,341.00	\$1,439.00	\$98.00
Mt Airy	0	21	\$567.00	\$608.00	\$41.00
	1	234	\$688.00	\$738.00	\$50.00
	2	53	\$866.00	\$929.00	\$63.00
	2	60	\$866.00	\$929.00	\$63.00
	3	172	\$1,226.00	\$1,315.00	\$89.00
	4	48	\$1,437.00	\$1,542.00	\$105.00
	4	1	\$1,437.00	\$1,542.00	\$105.00
	4	1	\$1,437.00	\$1,542.00	\$105.00
5	20	\$1,650.00	\$1,770.00	\$120.00	
Exchange	0	30	\$686.00	\$736.00	\$50.00
	1	233	\$832.00	\$893.00	\$61.00
Ravoux	0	73	\$641.00	\$688.00	\$47.00
	1	392	\$777.00	\$834.00	\$57.00
Dunedin	1	469	\$752.00	\$807.00	\$55.00
	2	16	\$947.00	\$1,016.00	\$69.00
	3	24	\$1,344.00	\$1,442.00	\$98.00
	4	36	\$1,573.00	\$1,688.00	\$115.00
	5	12	\$1,807.00	\$1,939.00	\$132.00
					<b>Total</b>

Monthly Gross Potential Rent	Annual Gross Potential Rent	Project Total
\$22,925.00	\$275,100.00	\$7,333,440.00
\$221,940.00	\$2,663,280.00	
\$198,237.00	\$2,378,844.00	
\$123,750.00	\$1,485,000.00	
\$44,268.00	\$531,216.00	
\$403,172.00	\$4,838,064.00	\$4,838,064.00
\$465,073.00	\$5,580,876.00	\$5,580,876.00
\$43,281.00	\$519,372.00	\$3,634,776.00
\$144,455.00	\$1,733,460.00	
\$83,504.00	\$1,002,048.00	
\$31,658.00	\$379,896.00	
\$12,768.00	\$153,216.00	\$7,549,404.00
\$172,692.00	\$2,072,304.00	
\$49,237.00	\$590,844.00	
\$55,740.00	\$668,880.00	
\$226,180.00	\$2,714,160.00	
\$74,016.00	\$888,192.00	
\$1,542.00	\$18,504.00	
\$1,542.00	\$18,504.00	
\$35,400.00	\$424,800.00	
\$22,080.00	\$264,960.00	\$2,761,788.00
\$208,069.00	\$2,496,828.00	
\$50,224.00	\$602,688.00	\$4,525,824.00
\$326,928.00	\$3,923,136.00	
\$378,483.00	\$4,541,796.00	\$6,160,596.00
\$16,256.00	\$195,072.00	
\$34,608.00	\$415,296.00	
\$60,768.00	\$729,216.00	
\$23,268.00	\$279,216.00	
<b>\$3,532,064.00</b>	<b>\$42,384,768.00</b>	

**OCAF Rent Adjustment  
Worksheet**
**U.S. Department of Housing  
and Urban Development  
Office of Housing**

OMB NO. 2502-0587 (exp. 04/30/2017)

**Multifamily Section 8 Contracts**

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is required to obtain benefits. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Title V of the Departments of Veterans Affairs and Housing and Urban Development and Independent Agencies Appropriations Act of 1988 (P.L. 106-65, 111 Stat. 1384) authorizes the FHA Multifamily Housing Mortgage and Housing Assistance Restructuring Program. HUD implemented a statutory permanent program directed at FHA-insured multifamily projects that have project-based Section 8 contracts with above-market rents. The information collection is used to determine criteria eligibility of FHA-insured multifamily properties for participation in the Mark to Market program and the terms on which participation should occur. The purpose of the program is to preserve low-income rental housing affordability while reducing the long-term costs of Federal rental assistance. While no assurances of confidentiality are pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information request.

Project Name:	St. Paul PHA McDonough, CHAP 1	MN46RD00002	RAD CONVERSION
Project Address:	1544 Timberlake Road, St. Paul, MN 55117-3946		
Project Owner	Public Housing Agency of the City of St. Paul		
FHA Project No.	SAM UEI Registration # and Expiration Date:		
n/a			
Total Units in Project:	Total Section 8 Units In Project		
592	592		
Date of Submission:	Date Received by HUD:		

**Step 1:**

Calculate the current Section 8 Rent Potential for EXPIRING contracts

(A)	(B)	(C)	(D)
Unit Type and Contract and/or Stage	# of Units	Current Section 8 Contract Rents	Current Section 8 Rent Potential (B x C)
1	35	610	21350
2	8	766	6128
2	262	766	200692
3	1	1093	1093
3	168	1093	183624
4	12	1281	15372
4	78	1281	99918
5	14	1473	20622
5	14	1473	20622
			0

 (E) Monthly Expiring Section 8 Contract Rent Potential  
(Total of column D)

569,421.00

(F) Annual Section 8 Rent Potential for Expiring Contracts

6,833,052.00

**Step 2:**

Calculate Increase Factor Adjusted by OCAF for Expiring contracts

(G)	Total Annual Rent Potential For Non-Expiring Section 8 Contracts	
(H)	Total Annual Rent Potential For Non-Sec. 8 Units	0.00
(I)	Total Annual Project Rent Potential (F + G + H)	6,833,052.00
(J)	Expiring Section 8 Portion of Total Project Rent Potential (F ÷ I)	1.00
(K)	Total Annual Project Debt Service	
(L)	Annual Expiring Section 8 Share of Debt Service (J x K)	0.00
(M)	Annual Expiring Section 8 Potential Less Expiring Sec. 8 Share of Debt Service (F - L)	6,833,052.00
(N)	OCAF Adjustment	1.073
(O)	Annual Expiring Section 8 Rent Potential Attributed to Operations Multiplied by Published OCAF (M x N)	7,331,864.80
(P)	Adjusted Contract Rent Potential (L + O)	7,331,864.80
(Q)	Lesser of (P) or Comparable Rent Potential From Rent Comparability Study	7,331,864.80
(R)	Increase Factor (Q ÷ F)	1.073

**Step 3:**

Calculate OCAF Adjusted contract Rent Potential for Expiring Section 8 contracts ONLY

(S)	(T)	(U)	(V)	(W)	(X)
Unit Type and Contract and/or Stage	# Units	Current Contract Rents	OCAF Adjusted Rent (R x U)	Annual Adjusted Rent (V x 12)	Adjusted Annual Rent Potential (T x W)
1	35	\$ 610	\$ 655	\$ 7,854	\$ 274,903
2	8	\$ 766	\$ 822	\$ 9,863	\$ 78,904
2	262	\$ 766	\$ 822	\$ 9,863	\$ 2,584,110
3	1	\$ 1,093	\$ 1,173	\$ 14,073	\$ 14,073
3	168	\$ 1,093	\$ 1,173	\$ 14,073	\$ 2,364,343
4	12	\$ 1,281	\$ 1,375	\$ 16,494	\$ 197,930
4	78	\$ 1,281	\$ 1,375	\$ 16,494	\$ 1,286,544
5	14	\$ 1,473	\$ 1,581	\$ 18,966	\$ 265,529
5	14	\$ 1,473	\$ 1,581	\$ 18,966	\$ 265,529
0	0	\$ -	\$ -	\$ -	\$ -

I (We) hereby certify that the statements and representations contained in or accompanying this instrument are true, accurate and complete to the best of my (our) knowledge and belief.

Project Name: St. Paul PHA McDonough Homes SAM UEI: [REDACTED]

Owner's Name: Public Housing Agency of the City of St. Paul

Owner's signature: [REDACTED] Date: [REDACTED]

**WARNING:** Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions, including but not limited to: (i) fines and imprisonment under 18 U.S.C. §§ 287, 1001, 1010 and 1012; (ii) civil penalties and damages under 31 U.S.C. § 3729; and (iii) administrative sanctions, claims, and penalties under 24 C.F.R parts 24, 28 and 30.

**OCAF Rent Adjustment  
Worksheet**
**U.S. Department of Housing  
and Urban Development  
Office of Housing**

OMB NO. 2502-0587 (exp. 04/30/2017)

**Multifamily Section 8 Contracts**

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is required to obtain benefits. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Title V of the Departments of Veterans Affairs and Housing and Urban Development and Independent Agencies Appropriations Act of 1988 (P.L. 106-65, 111 Stat. 1384) authorizes the FHA Multifamily Housing Mortgage and Housing Assistance Restructuring Program. HUD implemented a statutory permanent program directed at FHA-insured multifamily projects that have project-based Section 8 contracts with above-market rents. The information collection is used to determine criteria eligibility of FHA-insured multifamily properties for participation in the Mark to Market program and the terms on which participation should occur. The purpose of the program is to preserve low-income rental housing affordability while reducing the long-term costs of Federal rental assistance. While no assurances of confidentiality are pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information request.

Project Name:	St. Paul PHA Hamline, Front, Seal Chap 2 MN46RD00003	RAD CONVERSION
Project Address:	777 Hamline Avenue North, St. Paul, MN 55104	
Project Owner	Public Housing Agency of the City of St. Paul	
FHA Project No.	SAM UNIQUE ENTITY IDENTIFIER #/ EXPIRATION:	
n/a		
Total Units in Project:	Total Section 8 Units In Project	
479	476	
Date of Submission:	Date Received by HUD:	

**Step 1:**

Calculate the current Section 8 Rent Potential for EXPIRING contracts

(A) Unit Type and Contract and/or Stage	(B) # of Units	(C) Current Section 8 Contract Rents	(D) Current Section 8 Rent Potential (B x C)
1	476	789	375,564.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00

 (E) Monthly Expiring Section 8 Contract Rent Potential  
(Total of column D)

375,564.00

 (F) Annual Section 8 Rent Potential for Expiring Contracts  
(E x 12)

4,506,768.00

4,506,768.00

**Step 2:**

Calculate Increase Factor Adjusted by OCAF for Expiring contracts

(G)	Total Annual Rent Potential For Non-Expiring Section 8 Contracts	
(H)	Total Annual Rent Potential For Non-Sec. 8 Units	0.00
(I)	Total Annual Project Rent Potential (F + G + H)	4,506,768.00
(J)	Expiring Section 8 Portion of Total Project Rent Potential (F ÷ I)	1.00
(K)	Total Annual Project Debt Service	
(L)	Annual Expiring Section 8 Share of Debt Service (J x K)	0.00
(M)	Annual Expiring Section 8 Potential Less Expiring Sec. 8 Share of Debt Service (F - L)	4,506,768.00
(N)	OCAF Adjustment	1.073
(O)	Annual Expiring Section 8 Rent Potential Attributed to Operations Multiplied by Published OCAF (M x N)	4,835,762.06
(P)	Adjusted Contract Rent Potential (L + O)	4,835,762.06
(Q)	Lesser of (P) or Comparable Rent Potential From Rent Comparability Study	4,835,762.06
(R)	Increase Factor (Q ÷ F)	1.073

**Step 3:**

Calculate OCAF Adjusted contract Rent Potential for Expiring Section 8 contracts ONLY

(S)	(T)	(U)	(V)	(W)	(X)
Unit Type and Contract and/or Stage	# Units	Current Contract Rents	OCAF Adjusted Rent (R x U)	Annual Adjusted Rent (V x 12)	Adjusted Annual Rent Potential (T x W)
1	476	789	\$ 847.00	10164	4838064
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0

(Y) Annual Adjusted Rent Potential of the Expiring Contracts(s)  
(total Column X):

4,838,064

I (We) hereby certify that the statements and representations contained in or accompanying this instrument are true, accurate and complete to the best of my (our) knowledge and belief.

Project Name: St. Paul PHA Hamline, Front, Seal DUNS: [REDACTED]

Owner's Name: Public Housing Agency of the City of St. Paul

Owner's signature: [REDACTED] Date: [REDACTED]

**WARNING:** Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions, including but not limited to: (i) fines and imprisonment under 18 U.S.C. §§ 287, 1001, 1010 and 1012; (ii) civil penalties and damages under 31 U.S.C. § 3729; and (iii) administrative sanctions, claims, and penalties under 24 C.F.R parts 24, 28 and 30.

**OCAF Rent Adjustment Worksheet**

**U.S. Department of Housing and Urban Development  
Office of Housing**

OMB NO. 2502-0587 (exp. 04/30/2017)

**Multifamily Section 8 Contracts**

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Project Name:	St. Paul PHA Edgerton, Iowa, Wilson, Che MN46RD00004	RAD CONVERSION
Project Address:	1000 Edgerton Street, St. Paul, MN 55130	
Project Owner	Public Housing Agency of the City of St. Paul	
FHA Project No.	<b>SAM UNIQUE ENTITY IDENTIFIER # / EXPIRATION:</b>	
n/a		
Total Units in Project:	Total Section 8 Units in Project	
556	553	
Date of Submission:	Date Received by HUD:	

**Step 1:**

Calculate the current Section 8 Rent Potential for EXPIRING contracts

(A)	(B)	(C)	(D)
Unit Type and Contract and/or Stage	# of Units	Current Section 8 Contract Rents	Current Section 8 Rent Potential (B x C)
1	553	784	433,552.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00
			0.00

(E) Monthly Expiring Section 8 Contract Rent Potential  
(Total of column D)

433,552.00
------------

(F) Annual Section 8 Rent Potential for Expiring Contracts  
(E x 12)

5,202,624.00
--------------

**Step 2:**

Calculate Increase Factor Adjusted by OCAF for Expiring contracts

(G)	Total Annual Rent Potential For <b>Non-Expiring Section 8 Contracts</b>	
(H)	Total Annual Rent Potential For Non-Sec. 8 Units	0.00
(I)	Total Annual Project Rent Potential <b>(F + G + H)</b>	5,202,624.00
(J)	Expiring Section 8 Portion of Total Project Rent Potential <b>(F ÷ I)</b>	1.00
(K)	Total Annual Project Debt Service	
(L)	Annual Expiring Section 8 Share of Debt Service <b>(J x K)</b>	0.00
(M)	Annual Expiring Section 8 Potential Less Expiring Sec. 8 Share of Debt Service <b>(F - L)</b>	5,202,624.00
(N)	OCAF Adjustment	1.073
(O)	Annual Expiring Section 8 Rent Potential Attributed to Operations Multiplied by Published OCAF <b>(M x N)</b>	5,582,415.55
(P)	Adjusted Contract Rent Potential <b>(L + O)</b>	5,582,415.55
(Q)	Lesser of (P) or Comparable Rent Potential From Rent Comparability Study	5,582,415.55
(R)	Increase Factor <b>(Q ÷ F)</b>	1.073

**Step 3:**

Calculate OCAF Adjusted contract Rent Potential for Expiring Section 8 contracts ONLY

(S)	(T)	(U)	(V)	(W)	(X)
Unit Type and Contract and/or Stage	# Units	Current Contract Rents	OCAF Adjusted Rent (R x U)	Annual Adjusted Rent (V x 12)	Adjusted Annual Rent Potential (T x W)
1	553	784	\$ 841.00	10092	5580876
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0
0	0	0	0	0	0

**(Y) Annual Adjusted Rent Potential of the Expiring Contracts(s)**  
(total Column X):

5,580,876

I (We) hereby certify that the statements and representations contained in or accompanying this instrument are true, accurate and complete to the best of my (our) knowledge and belief.

Project Name: St. Paul PHA Edgerton, Iowa, Wilson SAM UEI: [REDACTED]

Owner's Name: Public Housing Agency of the City of St. Paul

Owner's signature: [REDACTED] Date: [REDACTED]

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# OCAF Rent Adjustment Worksheet

U.S. Department of Housing  
and Urban Development  
Office of Housing

OMB NO. 2502-0587 (exp. 04/30/2017)

## Multifamily Section 8 Contracts

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Project Name:	St. Paul PHA Roosevelt Homes Chap 4	MN46RD00005	RAD CONVERSION
Project Address:	1575 Ames Ave, St. Paul, MN		
Project Owner	Public Housing Agency of the City of St. Paul		
FHA Project No.	SAM Registration UEI and Expiration:		
n/a			
Total Units in Project:	Total Section 8 Units In Project		
320	320		
Date of Submission:	Date Received by HUD:		

### Step 1:

Calculate the current Section 8 Rent Potential for EXPIRING contracts

(A)	(B)	(C)	(D)
Unit Type and Contract and/or Stage	# of Units	Current Section 8 Contract Rents	Current Section 8 Rent Potential (B x C)
1	28	640	17,920.00
1	35	640	22,400.00
2	4	806	3,224.00
2	163	806	131,378.00
3	67	1144	76,648.00
3	1	1144	1,144.00
4	22	1341	29,502.00
			0.00
			0.00
			0.00

(E) Monthly Expiring Section 8 Contract Rent Potential  
(Total of column D)

282,216.00

(F) Annual Section 8 Rent Potential for Expiring Contracts  
(E x 12)

3,386,592.00

**Step 2:**

Calculate Increase Factor Adjusted by OCAF for Expiring contracts

(G)	Total Annual Rent Potential For Non-Expiring Section 8 Contracts	
(H)	Total Annual Rent Potential For Non-Sec. 8 Units	0.00
(I)	Total Annual Project Rent Potential (F + G + H)	3,386,592.00
(J)	Expiring Section 8 Portion of Total Project Rent Potential (F ÷ I)	1.00
(K)	Total Annual Project Debt Service	
(L)	Annual Expiring Section 8 Share of Debt Service (J x K)	0.00
(M)	Annual Expiring Section 8 Potential Less Expiring Sec. 8 Share of Debt Service (F - L)	3,386,592.00
(N)	OCAF Adjustment	1.073
(O)	Annual Expiring Section 8 Rent Potential Attributed to Operations Multiplied by Published OCAF (M x N)	3,633,813.22
(P)	Adjusted Contract Rent Potential (L + O)	3,633,813.22
(Q)	Lesser of (P) or Comparable Rent Potential From Rent Comparability Study	3,633,813.22
(R)	Increase Factor (Q ÷ F)	1.073

**Step 3:**

Calculate OCAF Adjusted contract Rent Potential for Expiring Section 8 contracts ONLY

(S)	(T)	(U)	(V)	(W)	(X)
Unit Type and Contract and/or Stage	# Units	Current Contract Rents	OCAF Adjusted Rent (R x U)	Annual Adjusted Rent (V x 12)	Adjusted Annual Rent Potential (T x W)
1	28	640	\$ 687	8244	230832
1	35	640	\$ 687	8244	288540
2	4	806	\$ 865	10380	41520
2	163	806	\$ 865	10378	1691623
3	67	1144	\$ 1,228	14730	986920
3	1	1144	\$ 1,228	14730	14730
4	22	1341	\$ 1,439	17267	379868

**(Y) Annual Adjusted Rent Potential of the Expiring Contracts(s)**

(total Column X):

3634033

I (We) hereby certify that the statements and representations contained in or accompanying this instrument are true, accurate and complete to the best of my (our) knowledge and belief.

Project Name: St. Paul PHA Roosevelt Homes SAM UEI: [REDACTED]

Owner's Name: Public Housing Agency of the City of St. Paul

Owner's signature: [REDACTED] Date: [REDACTED]

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# OCAF Rent Adjustment Worksheet

U.S. Department of Housing  
and Urban Development  
Office of Housing

OMB NO. 2502-0587 (exp. 04/30/2017)

## Multifamily Section 8 Contracts

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Project Name:	St. Paul PHA Mt. Airy and Valley RAD CH/ MN46RD00006	RAD CONVERSION
Project Address:	200 Arch Street, St. Paul, MN 55130-4347	
Project Owner	Public Housing Agency of the City of St. Paul	
FHA Project No.	SAM UEI# and expiration:	
n/a		
Total Units in Project:	Total Section 8 Units In Project	
610	610	
Date of Submission:	Date Received by HUD:	

### Step 1:

Calculate the current Section 8 Rent Potential for EXPIRING contracts

(A) Unit Type and Contract and/or Stage	(B) # of Units	(C) Current Section 8 Contract Rents	(D) Current Section 8 Rent Potential (B x C)
0	21	567	11907
1	234	688	160992
2	2	866	1732
2	3	866	2598
2	53	866	45898
2	55	866	47630
3	1	1226	1226
3	171	1226	209646
4	1	1437	1437
4	1	1437	1437
4	48	1437	68976
5	4	1650	6600
5	8	1650	13200
5	8	1650	13200

(E) Monthly Expiring Section 8 Contract Rent Potential  
(Total of column D)

586,479.00

(F) Annual Section 8 Rent Potential for Expiring Contracts

7,037,748.00

**Step 2:**

Calculate Increase Factor Adjusted by OCAF for Expiring contracts

(G)	Total Annual Rent Potential For Non-Expiring Section 8 Contracts	
(H)	Total Annual Rent Potential For Non-Sec. 8 Units	0.00
(I)	Total Annual Project Rent Potential (F + G + H)	7,037,748.00
(J)	Expiring Section 8 Portion of Total Project Rent Potential (F ÷ I)	1.00
(K)	Total Annual Project Debt Service	
(L)	Annual Expiring Section 8 Share of Debt Service (J x K)	0.00
(M)	Annual Expiring Section 8 Potential Less Expiring Sec. 8 Share of Debt Service (F - L)	7,037,748.00
(N)	OCAF Adjustment	1.073
(O)	Annual Expiring Section 8 Rent Potential Attributed to Operations Multiplied by Published OCAF (M x N)	7,551,503.60
(P)	Adjusted Contract Rent Potential (L + O)	7,551,503.60
(Q)	Lesser of (P) or Comparable Rent Potential From Rent Comparability Study	7,551,503.60
(R)	Increase Factor (Q ÷ F)	1.073

**Step 3:**

Calculate OCAF Adjusted contract Rent Potential for Expiring Section 8 contracts ONLY

(S)	(T)	(U)	(V)	(W)	(X)
Unit Type and Contract and/or Stage	# Units	Current Contract Rents	OCAF Adjusted Rent (R x U)	Annual Adjusted Rent (V x 12)	Adjusted Annual Rent Potential (T x W)
0	21	\$ 567	\$ 608	\$ 7,301	\$ 153,315
1	234	\$ 688	\$ 738	\$ 8,859	\$ 2,072,933
2	2	\$ 866	\$ 929	\$ 11,151	\$ 22,301
2	3	\$ 866	\$ 929	\$ 11,151	\$ 33,452
2	53	\$ 866	\$ 929	\$ 11,151	\$ 590,983
2	55	\$ 866	\$ 929	\$ 11,151	\$ 613,284
3	1	\$ 1,226	\$ 1,315	\$ 15,786	\$ 15,786
3	171	\$ 1,226	\$ 1,315	\$ 15,786	\$ 2,699,402
4	1	\$ 1,437	\$ 1,542	\$ 18,503	\$ 18,503
4	1	\$ 1,437	\$ 1,542	\$ 18,503	\$ 18,503
4	48	\$ 1,437	\$ 1,542	\$ 18,503	\$ 888,135
5	4	\$ 1,650	\$ 1,770	\$ 21,245	\$ 84,982
5	8	\$ 1,650	\$ 1,770	\$ 21,245	\$ 169,963
5	8	\$ 1,650	\$ 1,770	\$ 21,245	\$ 169,963

I (We) hereby certify that the statements and representations contained in or accompanying this instrument are true, accurate and complete to the best of my (our) knowledge and belief.

Project Name: St. Paul PHA Mt. Airy & Valley RAD SAM UEI: [REDACTED]

Owner's Name: Public Housing Agency of the City of St. Paul

Owner's signature: [REDACTED] Date: [REDACTED]

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**OCAF Rent Adjustment Worksheet**

**U.S. Department of Housing and Urban Development  
Office of Housing**

OMB NO. 2502-0587 (exp. 04/30/2017)

**Multifamily Section 8 Contracts**

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Project Name: **St. Paul PHA Exchange & Wabasha HiRis MN46RD00007** **RAD CONVERSION**

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Project Address: **545 Wabasha St. North, St. Paul, MN 55102-1099**

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Project Owner: **Public Housing Agency of the City of St. Paul**

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FHA Project No. **n/a** **SAM UNIQUE ENTITY IDENTIFIER # / EXPIRATION DATE:**

---

Total Units in Project: **265** Total Section 8 Units In Project: **263**

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Date of Submission:  Date Received by HUD:

---

**Step 1:**

Calculate the current Section 8 Rent Potential for EXPIRING contracts

(A) Unit Type and Contract and/or Stage	(B) # of Units	(C) Current Section 8 Contract Rents	(D) Current Section 8 Rent Potential (B x C)
0	30	686	20580
1	233	832	193856
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0

(E) Monthly Expiring Section 8 Contract Rent Potential  
(Total of column D)

<b>214,436.00</b>
<b>2,573,232.00</b>

(F) Annual Section 8 Rent Potential for Expiring Contracts

**Step 2:**

Calculate Increase Factor Adjusted by OCAF for Expiring contracts

(G)	Total Annual Rent Potential For Non-Expiring Section 8 Contracts	
(H)	Total Annual Rent Potential For Non-Sec. 8 Units	0.00
(I)	Total Annual Project Rent Potential (F + G + H)	2,573,232.00
(J)	Expiring Section 8 Portion of Total Project Rent Potential (F + I)	1.00
(K)	Total Annual Project Debt Service	
(L)	Annual Expiring Section 8 Share of Debt Service (J x K)	0.00
(M)	Annual Expiring Section 8 Potential Less Expiring Sec. 8 Share of Debt Service (F - L)	2,573,232.00
(N)	OCAF Adjustment	1.073
(O)	Annual Expiring Section 8 Rent Potential Attributed to Operations Multiplied by Published OCAF (M x N)	2,761,077.94
(P)	Adjusted Contract Rent Potential (L + O)	2,761,077.94
(Q)	Lesser of (P) or Comparable Rent Potential From Rent Comparability Study	2,761,077.94
(R)	Increase Factor (Q + F)	1.073

**Step 3:**

Calculate OCAF Adjusted contract Rent Potential for Expiring Section 8 contracts ONLY

(S)	(T)	(U)	(V)	(W)	(X)
Unit Type and Contract and/or Stage	# Units	Current Contract Rents	OCAF Adjusted Rent (R x U)	Annual Adjusted Rent (V x 12)	Adjusted Annual Rent Potential (T x W)
0	30	\$ 686	\$ 736	\$ 8,833	\$ 264,988
1	233	\$ 832	\$ 893	\$ 10,713	\$ 2,496,090
0	0	\$ -	\$ -	\$ -	\$ -
0	0	\$ -	\$ -	\$ -	\$ -
0	0	\$ -	\$ -	\$ -	\$ -
0	0	\$ -	\$ -	\$ -	\$ -
0	0	\$ -	\$ -	\$ -	\$ -
0	0	\$ -	\$ -	\$ -	\$ -
0	0	\$ -	\$ -	\$ -	\$ -
0	0	\$ -	\$ -	\$ -	\$ -
0	0	\$ -	\$ -	\$ -	\$ -
0	0	\$ -	\$ -	\$ -	\$ -
0	0	\$ -	\$ -	\$ -	\$ -
0	0	\$ -	\$ -	\$ -	\$ -
0	0	\$ -	\$ -	\$ -	\$ -

I (We) hereby certify that the statements and representations contained in or accompanying this instrument are true, accurate and complete to the best of my (our) knowledge and belief.

Project Name: St. Paul PHA Exchange and Wabash; SAM UEI: [REDACTED]

Owner's Name: Public Housing Agency of the City of St. Paul

Owner's signature: [REDACTED] Date: [REDACTED]

**WARNING:** Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions, including but not limited to: (i) fines and imprisonment under 18 U.S.C. §§ 287, 1001, 1010 and 1012; (ii) civil penalties and damages under 31 U.S.C. § 3729; and (iii) administrative sanctions, claims, and penalties under 24 C.F.R parts 24, 28 and 30.



**Step 2:**

Calculate Increase Factor Adjusted by OCAF for Expiring contracts

(G)	Total Annual Rent Potential For <b>Non-Expiring Section 8 Contracts</b>	
(H)	Total Annual Rent Potential For Non-Sec. 8 Units	0.00
(I)	Total Annual Project Rent Potential <b>(F + G + H)</b>	4,216,524.00
(J)	Expiring Section 8 Portion of Total Project Rent Potential <b>(F ÷ I)</b>	1.00
(K)	Total Annual Project Debt Service	
(L)	Annual Expiring Section 8 Share of Debt Service <b>(J x K)</b>	0.00
(M)	Annual Expiring Section 8 Potential Less Expiring Sec. 8 Share of Debt Service <b>(F - L)</b>	4,216,524.00
(N)	OCAF Adjustment	1.073
(O)	Annual Expiring Section 8 Rent Potential Attributed to Operations Multiplied by Published OCAF <b>(M x N)</b>	4,524,330.25
(P)	Adjusted Contract Rent Potential <b>(L + O)</b>	4,524,330.25
(Q)	Lesser of (P) or Comparable Rent Potential From Rent Comparability Study	4,524,330.25
(R)	Increase Factor <b>(Q ÷ F)</b>	1.073

**Step 3:**

Calculate OCAF Adjusted contract Rent Potential for Expiring Section 8 contracts ONLY

(S)	(T)	(U)	(V)	(W)	(X)
Unit Type and Contract and/or Stage	# Units	Current Contract Rents	OCAF Adjusted Rent (R x U)	Annual Adjusted Rent (V x 12)	Adjusted Annual Rent Potential (T x W)
0	73	\$ 641	\$ 688	\$ 8,254	\$ 602,507
1	392	\$ 777	\$ 834	\$ 10,005	\$ 3,921,824
0	0	\$ -	\$ -	\$ -	\$ -
0	0	\$ -	\$ -	\$ -	\$ -
0	0	\$ -	\$ -	\$ -	\$ -
0	0	\$ -	\$ -	\$ -	\$ -
0	0	\$ -	\$ -	\$ -	\$ -
0	0	\$ -	\$ -	\$ -	\$ -
0	0	\$ -	\$ -	\$ -	\$ -
0	0	\$ -	\$ -	\$ -	\$ -
0	0	\$ -	\$ -	\$ -	\$ -
0	0	\$ -	\$ -	\$ -	\$ -
0	0	\$ -	\$ -	\$ -	\$ -
0	0	\$ -	\$ -	\$ -	\$ -
0	0	\$ -	\$ -	\$ -	\$ -

I (We) hereby certify that the statements and representations contained in or accompanying this instrument are true, accurate and complete to the best of my (our) knowledge and belief.

Project Name: St. Paul PHA Ravoux, Central, Neill UEI Number: [REDACTED]

Owner's Name: Public Housing Agency of the City of St. Paul

Owner's signature: [REDACTED] Date: [REDACTED]

**WARNING:** Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions, including but not limited to: (i) fines and imprisonment under 18 U.S.C. §§ 287, 1001, 1010 and 1012; (ii) civil penalties and damages under 31 U.S.C. § 3729; and (iii) administrative sanctions, claims, and penalties under 24 C.F.R parts 24, 28 and 30.

# OCAF Rent Adjustment Worksheet

U.S. Department of Housing  
and Urban Development  
Office of Housing

OMB NO. 2502-0587 (exp. 04/30/2017)

## Multifamily Section 8 Contracts

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This information is required to obtain benefits. HUD may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

Title V of the Departments of Veterans Affairs and Housing and Urban Development and Independent Agencies Appropriations Act of 1988 (P.L. 106-65, 111 Stat. 1384) authorizes the FHA Multifamily Housing Mortgage and Housing Assistance Restructuring Program. HUD implemented a statutory permanent program directed at FHA-insured multifamily projects that have project-based Section 8 contracts with above-market rents. The information collection is used to determine criteria eligibility of FHA-insured multifamily properties for participation in the Mark to Market program and the terms on which participation should occur. The purpose of the program is to preserve low-income rental housing affordability while reducing the long-term costs of Federal rental assistance. While no assurances of confidentiality are pledged to respondents, HUD generally discloses this data only in response to a Freedom of Information request.

Project Name:	St. Paul PHA Dunedin & Cleveland, CHAP MN46RD00009	RAD CONVERSION
Project Address:	469 Ada Street, St. Paul, MN 55107-2303	
Project Owner	Public Housing Agency of the City of St. Paul	
FHA Project No.	SAM UEI# and Expiration Date:	
n/a		
Total Units in Project:	Total Section 8 Units In Project	
560	557	
Date of Submission:	Date Received by HUD:	

### Step 1:

Calculate the current Section 8 Rent Potential for EXPIRING contracts

(A) Unit Type and Contract and/or Stage	(B) # of Units	(C) Current Section 8 Contract Rents	(D) Current Section 8 Rent Potential (B x C)
1	469	752	352688
2	16	947	15152
3	24	1344	32256
4	36	1573	56628
5	12	1807	21684
			0
			0
			0
			0
			0
			0
			0
			0
			0

(E) Monthly Expiring Section 8 Contract Rent Potential  
(Total of column D)

478,408.00

(F) Annual Section 8 Rent Potential for Expiring Contracts

5,740,896.00

**Step 2:**

Calculate Increase Factor Adjusted by OCAF for Expiring contracts

(G)	Total Annual Rent Potential For Non-Expiring Section 8 Contracts	
(H)	Total Annual Rent Potential For Non-Sec. 8 Units	0.00
(I)	Total Annual Project Rent Potential (F + G + H)	5,740,896.00
(J)	Expiring Section 8 Portion of Total Project Rent Potential (F + I)	1.00
(K)	Total Annual Project Debt Service	
(L)	Annual Expiring Section 8 Share of Debt Service (J x K)	0.00
(M)	Annual Expiring Section 8 Potential Less Expiring Sec. 8 Share of Debt Service (F - L)	5,740,896.00
(N)	OCAF Adjustment	1.073
(O)	Annual Expiring Section 8 Rent Potential Attributed to Operations Multiplied by Published OCAF (M x N)	6,159,981.41
(P)	Adjusted Contract Rent Potential (L + O)	6,159,981.41
(Q)	Lesser of (P) or Comparable Rent Potential From Rent Comparability Study	6,159,981.41
(R)	Increase Factor (Q ÷ F)	1.073

**Step 3:**

Calculate OCAF Adjusted contract Rent Potential for Expiring Section 8 contracts ONLY

(S)	(T)	(U)	(V)	(W)	(X)
Unit Type and Contract and/or Stage	# Units	Current Contract Rents	OCAF Adjusted Rent (R x U)	Annual Adjusted Rent (V x 12)	Adjusted Annual Rent Potential (T x W)
1	469	\$ 752	\$ 807	\$ 9,683	\$ 4,541,211
2	16	\$ 947	\$ 1,016	\$ 12,194	\$ 195,097
3	24	\$ 1,344	\$ 1,442	\$ 17,305	\$ 415,328
4	36	\$ 1,573	\$ 1,688	\$ 20,254	\$ 729,142
5	12	\$ 1,807	\$ 1,939	\$ 23,267	\$ 279,203
0	0	\$ -	\$ -	\$ -	\$ -
0	0	\$ -	\$ -	\$ -	\$ -
0	0	\$ -	\$ -	\$ -	\$ -
0	0	\$ -	\$ -	\$ -	\$ -
0	0	\$ -	\$ -	\$ -	\$ -
0	0	\$ -	\$ -	\$ -	\$ -
0	0	\$ -	\$ -	\$ -	\$ -
0	0	\$ -	\$ -	\$ -	\$ -
0	0	\$ -	\$ -	\$ -	\$ -
0	0	\$ -	\$ -	\$ -	\$ -

I (We) hereby certify that the statements and representations contained in or accompanying this instrument are true, accurate and complete to the best of my (our) knowledge and belief.

Project Name: St. Paul PHA Dunedin & Cleveland SAM UEI: [REDACTED]

Owner's Name: Public Housing Agency of the City of St. Paul

Owner's signature: [REDACTED] Date: [REDACTED]

**WARNING:** Any person who knowingly presents a false, fictitious, or fraudulent statement or claim in a matter within the jurisdiction of the U.S. Department of Housing and Urban Development is subject to criminal penalties, civil liability, and administrative sanctions, including but not limited to: (i) fines and imprisonment under 18 U.S.C. §§ 287, 1001, 1010 and 1012; (ii) civil penalties and damages under 31 U.S.C. § 3729; and (iii) administrative sanctions, claims, and penalties under 24 C.F.R parts 24, 28 and 30.



**Part G – Information on Mortgagor Entity**

Name of Entity

Public Housing Agency of the City of St. Paul

Type of Entity

- Individual       General Partnership       Joint Tenancy/Tenants in Common       Other (specify) Public Housing Agency
- Corporation       Limited Partnership       Trust

**List all Principals Comprising Mortgagor Entity:** provide name and title of each principal. Use extra sheets, if needed. If mortgagor is a:

- corporation, list: (1) all officers; (2) all directors; and (3) each stockholder having a 10% or more interest.
- partnership, list: (1) all general partners; and (2) limited partners having a 25% or more interest in the partnership.
- trust, list: (1) all managers, directors or trustees and (2) each beneficiary having at least a 10% beneficial interest in the trust.

Name and Title

Jon M. Gutzmann, Executive Director

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

**Part H – Owner Certification**

To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name and Title Jon M. Gutzmann, Executive Director	Authorized Official's Signature   Date (mm/dd/yyyy)
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**Part I – HUD/Lender Approval**

Addendum Number	Branch Chief/Lender Official Signature
HAP Contract Number	Date (mm/dd/yyyy)
Exhibit Number	Director, Housing Management Division Signature
Loan Servicer Signature	Date (mm/dd/yyyy)
Date (mm/dd/yyyy)	Date (mm/dd/yyyy)

Public reporting burden for this collection of information is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This collection of information is authorized under Section 207 of the National Housing Act. The information is necessary for the Department to ensure that project owners are not overcharging their tenants and to ensure that the rent levels approved by the Department are not exceeded. The Department uses this information to enforce rent regulations which otherwise would be difficult because there would be no clear record of the rents and charges that the Department had approved. In addition, the Department needs to periodically collect information regarding project principals, so unauthorized participation by previously excluded or otherwise undesirable owners can be detected. This information is required to obtain benefits. HUD may disclose certain information to Federal, State, and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law.

## Instructions

All project owners must submit the form HUD-92458 when requesting an adjustment to project rents. HUD establishes and approves rental charges and utility allowances on the Form. The owner is responsible for notifying tenants of the approved rents.

**General.** For projects with fully-insured or HUD-held mortgages, the owner/agent submits this Form to the HUD Field Office. For projects with coinsured mortgages, the owner/agent submits this Form to the lender.

**Part A.** If the monthly rent potential you are proposing is less than or equal to the Maximum Allowable Monthly Rent Potential approved by HUD/lender on your original Rent Formula or on your most recent Rent Computation Worksheet, complete all of Part A according to the instructions below. If the monthly rent potential you are requesting exceeds the Maximum Allowable Monthly Rent Potential approved by HUD/lender on your original Rent Formula or on your most recent Rent Computation Worksheet, complete only Columns 1 and 2 according to the instructions below. Show your proposed rents and monthly rent potential in the cover letter transmitting your rent increase request.

**Column 1.** Show each type of unit for which rents will vary. Show the number of bedrooms and bathrooms and other features that cause rents to vary (e.g., 2 BDM, 1 B, DA, KETTE, vs 2 BDM, 2B, DR, K). Use the following symbols:

BDM	- Bedroom	LR	- Living Room
B	- Bath	DR	- Dining Room
K	- Kitchen	DA	- Dining Alcove
KETTE	- Kitchenette		

**Column 2.** Show the number of units for each unit type. Include non-revenue producing units.

**Column 3.** For unsubsidized projects, show the rent you intend to charge for each unit type. For subsidized projects, show the contract rent (as defined in HUD Handbook 4350.3) for each unit type.

**Column 4.** For each line, multiply the contract rent in Column 3 by the number of units in Column 4. Add monthly contract rent potentials for each unit size to compute the total monthly contract rent potential. Multiply the monthly total by 12 to compute the annual contract rent potential.

**Columns 5 and 6.** Complete the Columns only if the project has a subsidy contract with HUD and some utilities are not included in the rent. In Column 5, show the utility allowance for each unit type. Compute the gross rent for each unit type by adding the contract rent in Column 3 and the utility allowance in Column 5. Show this amount in Column 6.

**Columns 7 and 8.** Complete these Columns only if the project is receiving Section 236 Interest Reduction Payments. In Column 7, show the market rent for each unit type. In Column 8, for each line multiply the market rent in Column 7 by the number of units in Column 2. Add the monthly market rent potentials for each unit size to compute the total monthly market rent potential. Multiply the monthly total by 12 to compute the annual market rent potential.

**Parts B, C, D and E.** Complete these Parts according to the instructions on the Rent Schedule.

**Part F.** Do not complete this Part. The HUD Field Office/lender will complete this Part.

**Parts G and H.** Complete these Parts according to the instructions on the Rent Schedule.

**Part I.** Do not complete this Part. The HUD Field Office/lender will complete this part.



**Part G – Information on Mortgagor Entity**

Name of Entity

PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL

Type of Entity

- Individual     
 General Partnership     
 Joint Tenancy/Tenants in Common     
 Other (specify) PUBLIC HOUSING AGENCY  
 Corporation     
 Limited Partnership     
 Trust

**List all Principals Comprising Mortgagor Entity:** provide name and title of each principal. Use extra sheets, if needed. If mortgagor is a:

- corporation, list: (1) all officers; (2) all directors; and (3) each stockholder having a 10% or more interest.
- partnership, list: (1) all general partners; and (2) limited partners having a 25% or more interest in the partnership.
- trust, list: (1) all managers, directors or trustees and (2) each beneficiary having at least a 10% beneficial interest in the trust.

Name and Title

JON M. GUTZMANN, EXECUTIVE DIRECTOR

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

**Part H – Owner Certification**

To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

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Name and Title JOHN GUTZMANN, EXECUTIVE DIRECTOR	Authorized Official's Signature  Date (mm/dd/yyyy)
---	--

**Part I – HUD/Lender Approval**

Addendum Number	Branch Chief/Lender Official Signature
HAP Contract Number	Date (mm/dd/yyyy)
Exhibit Number	Director, Housing Management Division Signature
Loan Servicer Signature      Date (mm/dd/yyyy)	Date (mm/dd/yyyy)

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## Instructions

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**Columns 5 and 6.** Complete the Columns only if the project has a subsidy contract with HUD and some utilities are not included in the rent. In Column 5, show the utility allowance for each unit type. Compute the gross rent for each unit type by adding the contract rent in Column 3 and the utility allowance in Column 5. Show this amount in Column 6.

**Columns 7 and 8.** Complete these Columns only if the project is receiving Section 236 Interest Reduction Payments. In Column 7, show the market rent for each unit type. In Column 8, for each line multiply the market rent in Column 7 by the number of units in Column 2. Add the monthly market rent potentials for each unit size to compute the total monthly market rent potential. Multiply the monthly total by 12 to compute the annual market rent potential.

**Parts B, C, D and E.** Complete these Parts according to the instructions on the Rent Schedule.

**Part F.** Do not complete this Part. The HUD Field Office/lender will complete this Part.

**Parts G and H.** Complete these Parts according to the instructions on the Rent Schedule.

**Part I.** Do not complete this Part. The HUD Field Office/lender will complete this part.



**Part G – Information on Mortgagor Entity**

Name of Entity

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Type of Entity

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 Corporation       Limited Partnership       Trust

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• partnership, list: (1) all general partners; and (2) limited partners having a 25% or more interest in the partnership.  
• trust, list: (1) all managers, directors or trustees and (2) each beneficiary having at least a 10% beneficial interest in the trust.

Name and Title

JON M. GUTZMANN, EXECUTIVE DIRECTOR

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

**Part H – Owner Certification**

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Name and Title

JOHN GUTZMANN, EXECUTIVE DIRECTOR

Authorized Official's Signature

Date (mm/dd/yyyy)

**Part I – HUD/Lender Approval**

Addendum Number

Branch Chief/Lender Official Signature

HAP Contract Number

Date (mm/dd/yyyy)

Exhibit Number

Director, Housing Management Division Signature

Loan Servicer Signature

Date (mm/dd/yyyy)

Date (mm/dd/yyyy)

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## Instructions

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**Part A.** If the monthly rent potential you are proposing is less than or equal to the Maximum Allowable Monthly Rent Potential approved by HUD/lender on your original Rent Formula or on your most recent Rent Computation Worksheet, complete all of Part A according to the instructions below. If the monthly rent potential you are requesting exceeds the Maximum Allowable Monthly Rent Potential approved by HUD/lender on your original Rent Formula or on your most recent Rent Computation Worksheet, complete only Columns 1 and 2 according to the instructions below. Show your proposed rents and monthly rent potential in the cover letter transmitting your rent increase request.

**Column 1.** Show each type of unit for which rents will vary. Show the number of bedrooms and bathrooms and other features that cause rents to vary (e.g., 2 BDM, 1 B, DA, KETTE, vs 2 BDM, 2B, DR, K). Use the following symbols:

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B	- Bath	DR	- Dining Room
K	- Kitchen	DA	- Dining Alcove
KETTE	- Kitchenette		

**Column 2.** Show the number of units for each unit type. Include non-revenue producing units.

**Column 3.** For unsubsidized projects, show the rent you intend to charge for each unit type. For subsidized projects, show the contract rent (as defined in HUD Handbook 4350.3) for each unit type.

**Column 4.** For each line, multiply the contract rent in Column 3 by the number of units in Column 4. Add monthly contract rent potentials for each unit size to compute the total monthly contract rent potential. Multiply the monthly total by 12 to compute the annual contract rent potential.

**Columns 5 and 6.** Complete the Columns only if the project has a subsidy contract with HUD and some utilities are not included in the rent. In Column 5, show the utility allowance for each unit type. Compute the gross rent for each unit type by adding the contract rent in Column 3 and the utility allowance in Column 5. Show this amount in Column 6.

**Columns 7 and 8.** Complete these Columns only if the project is receiving Section 236 Interest Reduction Payments. In Column 7, show the market rent for each unit type. In Column 8, for each line multiply the market rent in Column 7 by the number of units in Column 2. Add the monthly market rent potentials for each unit size to compute the total monthly market rent potential. Multiply the monthly total by 12 to compute the annual market rent potential.

**Parts B, C, D and E.** Complete these Parts according to the instructions on the Rent Schedule.

**Part F.** Do not complete this Part. The HUD Field Office/lender will complete this Part.

**Parts G and H.** Complete these Parts according to the instructions on the Rent Schedule.

**Part I.** Do not complete this Part. The HUD Field Office/lender will complete this part.

# Rent Schedule Low Rent Housing

U.S. Department of Housing  
and Urban Development  
Office of Housing  
Federal Housing Commissioner

OMB Approval No. 2502-0012  
(exp. 11/30/2020)

See page 3 for Instructions, Public Burden Statement and Privacy Act requirements.

Project Name Roosevelt Homes	FHA Project Number Not Applicable	Date Rents Will Be Effective (mm/dd/yyyy) 01/01/2024
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### Part A – Apartment Rents

Show the actual rents you intend to charge, even if the total of these rents is less than the Maximum Allowable Monthly Rent Potential.

Col. 1 Unit Type  (Include Non-revenue Producing Units)	Col. 2 Number of Units	Contract Rents		Col. 5 Utility Allowances  (Effective Date (mm/dd/yyyy) 01 / 01 / 2024)	Col. 6 Gross Rent (Col. 3 + Col. 5)	Market Rents (Sec. 236 Projects Only)	
		Col. 3 Rent Per Unit	Col. 4 Monthly Contract Rent Potential (Col. 2 x Col. 3)			Col. 7 Rent Per Unit	Col. 8 Monthly Market Rent Potential (Col. 2 x Col. 7)
1 Bedroom	63	687	43,281	46	733		0
2 Bedroom	167	865	144,455	84	949		0
3 Bedroom	68	1,228	83,504	98	1,326		0
4 Bedroom	22	1,439	31,658	121	1,560		0
			0		0		0
			0		0		0
			0		0		0
**New Baseline UA required for 1/1/2024			0		0		0
These UA are subject to change			0		0		0
<b>Total Units</b>	<b>320</b>	<b>Monthly Contract Rent Potential (Add Col. 4)* \$302,898</b>				<b>Monthly Market Rent Potential (Add Col. 8)* \$0</b>	
		<b>Yearly Contract Rent Potential (Col. 4 Sum x 12)* \$3,634,776</b>				<b>Yearly Market Rent Potential (Col. 8 Sum x 12)* \$0</b>	

\* These amounts may not exceed the Maximum Allowable Monthly Rent Potential approved on the last Rent Computation Worksheet or requested on the Worksheet you are now submitting. Market Rent Potential applies only to Section 236 Projects.

### Part B – Items Included in Rent

**Equipment/Furnishings in Unit** (Check those included in rent.)

<input checked="" type="checkbox"/> Range	<input type="checkbox"/> Dishwasher	<input type="checkbox"/> _____
<input checked="" type="checkbox"/> Refrigerator	<input type="checkbox"/> Carpet	<input type="checkbox"/> _____
<input type="checkbox"/> Air Conditioner	<input type="checkbox"/> Drapes	<input type="checkbox"/> _____
<input type="checkbox"/> Disposal	<input type="checkbox"/> _____	<input type="checkbox"/> _____

**Utilities** (Check those included in rent. For each item, (even those not included in rent), enter E, F, or G on line beside that item)  
E=electric; G=gas; F=fuel oil or coal.

<input type="checkbox"/> Heating <u>G</u>	<input type="checkbox"/> Hot Water <u>G</u>	<input type="checkbox"/> Lights, etc. <u>E</u>
<input type="checkbox"/> Cooling <u>E</u>	<input type="checkbox"/> Cooking <u>G</u>	<input checked="" type="checkbox"/> Water/Sewer

### Services/Facilities (check those included in rent)

<input checked="" type="checkbox"/> Parking	<input type="checkbox"/> _____	<input type="checkbox"/> Nursing Care
<input type="checkbox"/> Laundry	<input type="checkbox"/> _____	<input type="checkbox"/> Linen/Maid Service
<input type="checkbox"/> Swimming Pool	<input type="checkbox"/> _____	<input type="checkbox"/> _____
<input type="checkbox"/> Tennis Courts	<input type="checkbox"/> _____	<input type="checkbox"/> _____

### Part C – Charges in Addition to Rent (e.g., parking, cable TV, meals)

Purpose	Monthly Charge
	\$
	\$
	\$
	\$
	\$
	\$ 0

### Part D – Non-Revenue Producing Space

Col. 1 Use	Col. 2 Unit Type	Col. 3 Contract Rent
<b>Total Rent Loss Due to Non-Revenue Units</b>		<b>\$ 0</b>

### Part E – Commercial Space (retail, offices, garages, etc.)

Col. 1 Use	Col. 2 Monthly Rent Potential	Col. 3 Square Footage	Col. 4 Rental Rate Per Sq. Ft. (Col. 2 divided by Col. 3)
Service Provider	1,602	3,844	
		<b>\$ 1,602</b>	<b>Total Commercial Rent Potential</b>

### Part F – Maximum Allowable Rent Potential

Enter Maximum Allowable Monthly Rent Potential From Rent Computation Worksheet (to be completed by HUD or lender)

\$ \_\_\_\_\_

**Part G – Information on Mortgagor Entity**

Name of Entity

Public Housing Agency of the City of St. Paul

Type of Entity

- Individual       General Partnership       Joint Tenancy/Tenants in Common       Other (specify) Public Housing Agency
- Corporation       Limited Partnership       Trust

**List all Principals Comprising Mortgagor Entity:** provide name and title of each principal. Use extra sheets, if needed. If mortgagor is a:

- corporation, list: (1) all officers; (2) all directors; and (3) each stockholder having a 10% or more interest.
- partnership, list: (1) all general partners; and (2) limited partners having a 25% or more interest in the partnership.
- trust, list: (1) all managers, directors or trustees and (2) each beneficiary having at least a 10% beneficial interest in the trust.

Name and Title

Jon M. Gutzmann, Executive Director

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

**Part H – Owner Certification**

To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name and Title Jon M. Gutzmann, Executive Director	Authorized Official's Signature  <div style="text-align: right;">Date (mm/dd/yyyy)</div>
---	--

**Part I – HUD/Lender Approval**

Addendum Number	Branch Chief/Lender Official Signature
HAP Contract Number	<div style="text-align: right;">Date (mm/dd/yyyy)</div>
Exhibit Number	Director, Housing Management Division Signature
Loan Servicer Signature	<div style="text-align: right;">Date (mm/dd/yyyy)</div>
<div style="text-align: right;">Date (mm/dd/yyyy)</div>	<div style="text-align: right;">Date (mm/dd/yyyy)</div>

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**General.** For projects with fully-insured or HUD-held mortgages, the owner/agent submits this Form to the HUD Field Office. For projects with coinsured mortgages, the owner/agent submits this Form to the lender.

**Part A.** If the monthly rent potential you are proposing is less than or equal to the Maximum Allowable Monthly Rent Potential approved by HUD/lender on your original Rent Formula or on your most recent Rent Computation Worksheet, complete all of Part A according to the instructions below. If the monthly rent potential you are requesting exceeds the Maximum Allowable Monthly Rent Potential approved by HUD/lender on your original Rent Formula or on your most recent Rent Computation Worksheet, complete only Columns 1 and 2 according to the instructions below. Show your proposed rents and monthly rent potential in the cover letter transmitting your rent increase request.

**Column 1.** Show each type of unit for which rents will vary. Show the number of bedrooms and bathrooms and other features that cause rents to vary (e.g., 2 BDM, 1 B, DA, KETTE, vs 2 BDM, 2B, DR, K). Use the following symbols:

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B	- Bath	DR	- Dining Room
K	- Kitchen	DA	- Dining Alcove
KETTE	- Kitchenette		

**Column 2.** Show the number of units for each unit type. Include non-revenue producing units.

**Column 3.** For unsubsidized projects, show the rent you intend to charge for each unit type. For subsidized projects, show the contract rent (as defined in HUD Handbook 4350.3) for each unit type.

**Column 4.** For each line, multiply the contract rent in Column 3 by the number of units in Column 4. Add monthly contract rent potentials for each unit size to compute the total monthly contract rent potential. Multiply the monthly total by 12 to compute the annual contract rent potential.

**Columns 5 and 6.** Complete the Columns only if the project has a subsidy contract with HUD and some utilities are not included in the rent. In Column 5, show the utility allowance for each unit type. Compute the gross rent for each unit type by adding the contract rent in Column 3 and the utility allowance in Column 5. Show this amount in Column 6.

**Columns 7 and 8.** Complete these Columns only if the project is receiving Section 236 Interest Reduction Payments. In Column 7, show the market rent for each unit type. In Column 8, for each line multiply the market rent in Column 7 by the number of units in Column 2. Add the monthly market rent potentials for each unit size to compute the total monthly market rent potential. Multiply the monthly total by 12 to compute the annual market rent potential.

**Parts B, C, D and E.** Complete these Parts according to the instructions on the Rent Schedule.

**Part F.** Do not complete this Part. The HUD Field Office/lender will complete this Part.

**Parts G and H.** Complete these Parts according to the instructions on the Rent Schedule.

**Part I.** Do not complete this Part. The HUD Field Office/lender will complete this part.



**Part G – Information on Mortgagor Entity**

Name of Entity

Public Housing Agency of the City of St. Paul

Type of Entity

- Individual     General Partnership     Joint Tenancy/Tenants in Common     Other (specify) Public Housing Agency  
 Corporation     Limited Partnership     Trust

**List all Principals Comprising Mortgagor Entity:** provide name and title of each principal. Use extra sheets, if needed. If mortgagor is a:  
• corporation, list: (1) all officers; (2) all directors; and (3) each stockholder having a 10% or more interest.  
• partnership, list: (1) all general partners; and (2) limited partners having a 25% or more interest in the partnership.  
• trust, list: (1) all managers, directors or trustees and (2) each beneficiary having at least a 10% beneficial interest in the trust.

Name and Title

Jon M. Gutzmann, Executive Director

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

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Name and Title

**Part H – Owner Certification**

To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

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Name and Title

Jon M. Gutzmann, Executive Director

Authorized Official's Signature

Date (mm/dd/yyyy)

**Part I – HUD/Lender Approval**

Addendum Number

Branch Chief/Lender Official Signature

HAP Contract Number

Date (mm/dd/yyyy)

Exhibit Number

Director, Housing Management Division Signature

Loan Servicer Signature

Date (mm/dd/yyyy)

Date (mm/dd/yyyy)

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**General.** For projects with fully-insured or HUD-held mortgages, the owner/agent submits this Form to the HUD Field Office. For projects with coinsured mortgages, the owner/agent submits this Form to the lender.

**Part A.** If the monthly rent potential you are proposing is less than or equal to the Maximum Allowable Monthly Rent Potential approved by HUD/lender on your original Rent Formula or on your most recent Rent Computation Worksheet, complete all of Part A according to the instructions below. If the monthly rent potential you are requesting exceeds the Maximum Allowable Monthly Rent Potential approved by HUD/lender on your original Rent Formula or on your most recent Rent Computation Worksheet, complete only Columns 1 and 2 according to the instructions below. Show your proposed rents and monthly rent potential in the cover letter transmitting your rent increase request.

**Column 1.** Show each type of unit for which rents will vary. Show the number of bedrooms and bathrooms and other features that cause rents to vary (e.g., 2 BDM, 1 B, DA, KETTE, vs 2 BDM, 2B, DR, K). Use the following symbols:

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**Parts B, C, D and E.** Complete these Parts according to the instructions on the Rent Schedule.

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**Part I.** Do not complete this Part. The HUD Field Office/lender will complete this part.



**Part G – Information on Mortgagor Entity**

Name of Entity

PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL

Type of Entity

- Individual   
 General Partnership   
 Joint Tenancy/Tenants in Common   
 Other (specify) PUBLIC HOUSING AGENCY  
 Corporation   
 Limited Partnership   
 Trust

**List all Principals Comprising Mortgagor Entity:** provide name and title of each principal. Use extra sheets, if needed. If mortgagor is a:

- corporation, list: (1) all officers; (2) all directors; and (3) each stockholder having a 10% or more interest.
- partnership, list: (1) all general partners; and (2) limited partners having a 25% or more interest in the partnership.
- trust, list: (1) all managers, directors or trustees and (2) each beneficiary having at least a 10% beneficial interest in the trust.

Name and Title

JON M. GUTZMANN, EXECUTIVE DIRECTOR

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

**Part H – Owner Certification**

To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

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Name and Title JOHN GUTZMANN, EXECUTIVE DIRECTOR	Authorized Official's Signature  Date (mm/dd/yyyy)
---	--

**Part I – HUD/Lender Approval**

Addendum Number	Branch Chief/Lender Official Signature
HAP Contract Number	Date (mm/dd/yyyy)
Exhibit Number	Director, Housing Management Division Signature
Loan Servicer Signature                      Date (mm/dd/yyyy)	Date (mm/dd/yyyy)

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KETTE	- Kitchenette		

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**Parts B, C, D and E.** Complete these Parts according to the instructions on the Rent Schedule.

**Part F.** Do not complete this Part. The HUD Field Office/lender will complete this Part.

**Parts G and H.** Complete these Parts according to the instructions on the Rent Schedule.

**Part I.** Do not complete this Part. The HUD Field Office/lender will complete this part.



**Part G – Information on Mortgagor Entity**

Name of Entity

PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL

Type of Entity

- Individual    
  General Partnership    
  Joint Tenancy/Tenants in Common    
  Other (specify) PUBLIC HOUSING AGENCY  
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  Limited Partnership    
  Trust

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Name and Title

JON M. GUTZMANN, EXECUTIVE DIRECTOR

Name and Title

Name and Title

Name and Title

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**Part H – Owner Certification**

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Name and Title	Authorized Official's Signature
JOHN GUTZMANN, EXECUTIVE DIRECTOR	Date (mm/dd/yyyy)

**Part I – HUD/Lender Approval**

Addendum Number	Branch Chief/Lender Official Signature
HAP Contract Number	Date (mm/dd/yyyy)
Exhibit Number	Director, Housing Management Division Signature
Loan Servicer Signature	Date (mm/dd/yyyy)
Date (mm/dd/yyyy)	

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KETTE	- Kitchenette		

**Column 2.** Show the number of units for each unit type. Include non-revenue producing units.

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**Parts B, C, D and E.** Complete these Parts according to the instructions on the Rent Schedule.

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**Parts G and H.** Complete these Parts according to the instructions on the Rent Schedule.

**Part I.** Do not complete this Part. The HUD Field Office/lender will complete this part.

# Rent Schedule Low Rent Housing

U.S. Department of Housing  
and Urban Development  
Office of Housing  
Federal Housing Commissioner

OMB Approval No. 2502-0012  
(exp. 11/30/2020)

See page 3 for Instructions, Public Burden Statement and Privacy Act requirements.

Project Name Dunedin, Montreal, Cleveland	FHA Project Number Not Applicable	Date Rents Will Be Effective (mm/dd/yyyy) 01/01/2024
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### Part A – Apartment Rents

Show the actual rents you intend to charge, even if the total of these rents is less than the Maximum Allowable Monthly Rent Potential.

Col. 1 Unit Type  (Include Non-revenue Producing Units)	Col. 2 Number of Units	Contract Rents		Col. 5 Utility Allowances  (Effective Date (mm/dd/yyyy) 01 / 01 / 2024	Col. 6 Gross Rent (Col. 3 + Col. 5)	Market Rents (Sec. 236 Projects Only)	
		Col. 3 Rent Per Unit	Col. 4 Monthly Contract Rent Potential (Col. 2 x Col. 3)			Col. 7 Rent Per Unit	Col. 8 Monthly Market Rent Potential (Col. 2 x Col. 7)
1 Bedroom	469	807	378,483	0	807		0
2 Bedroom	16	1,016	16,256	86	1,102		0
3 Bedroom	24	1,442	34,608	103	1,545		0
4 Bedroom	36	1,688	60,768	124	1,812		0
5 Bedroom	12	1,939	23,268	125	2,064		0
			0		0		0
			0		0		0
			0		0		0
			0		0		0
**UA subject to change after Baseline analysis			0		0		0
			0		0		0
<b>Total Units</b>	<b>557</b>	<b>Monthly Contract Rent Potential (Add Col. 4)*</b> \$513,383				<b>Monthly Market Rent Potential (Add Col. 8)*</b> \$0	
		<b>Yearly Contract Rent Potential (Col. 4 Sum x 12)*</b> \$6,160,596				<b>Yearly Market Rent Potential (Col. 8 Sum x 12)*</b> \$0	

\* These amounts may not exceed the Maximum Allowable Monthly Rent Potential approved on the last Rent Computation Worksheet or requested on the Worksheet you are now submitting. Market Rent Potential applies only to Section 236 Projects.

### Part B – Items Included in Rent

Equipment/Furnishings in Unit (Check those included in rent.)

- |  |                                     |                                |
|--|-------------------------------------|--------------------------------|
| <input checked="" type="checkbox"/> Range        | <input type="checkbox"/> Dishwasher | <input type="checkbox"/> _____ |
| <input checked="" type="checkbox"/> Refrigerator | <input type="checkbox"/> Carpet     | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Air Conditioner         | <input type="checkbox"/> Drapes     | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Disposal                | <input type="checkbox"/> _____      | <input type="checkbox"/> _____ |

Utilities (Check those included in rent. For each item, (even those not included in rent), enter E, F, or G on line beside that item)  
E=electric; G=gas; F=fuel oil or coal.

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Heating <u>G</u> | <input type="checkbox"/> Hot Water <u>G</u> | <input type="checkbox"/> Lights, etc. <u>E</u>  |
| <input type="checkbox"/> Cooling <u>E</u> | <input type="checkbox"/> Cooking <u>G</u>   | <input checked="" type="checkbox"/> Water/Sewer |

### Services/Facilities (check those included in rent)

- |   |                                |   |
|---|--------------------------------|---|
| <input checked="" type="checkbox"/> Parking | <input type="checkbox"/> _____ | <input type="checkbox"/> Nursing Care       |
| <input type="checkbox"/> Laundry            | <input type="checkbox"/> _____ | <input type="checkbox"/> Linen/Maid Service |
| <input type="checkbox"/> Swimming Pool      | <input type="checkbox"/> _____ | <input checked="" type="checkbox"/> _____   |
| <input type="checkbox"/> Tennis Courts      | <input type="checkbox"/> _____ | <input type="checkbox"/> _____              |

### Part C – Charges in Addition to Rent (e.g., parking, cable TV, meals)

Purpose	Monthly Charge
	\$
	\$
	\$
	\$
	\$
	\$ 0

### Part D – Non-Revenue Producing Space

Col. 1 Use	Col. 2 Unit Type	Col. 3 Contract Rent
OIR	1br Dunedin unit 208	0
OIR	2br Cleveland Unit 100	0
OIR	2br Montreal Unit 207	0
<b>Total Rent Loss Due to Non-Revenue Units</b>		<b>\$ 0</b>

### Part E – Commercial Space (retail, offices, garages, etc.)

Col. 1 Use	Col. 2 Monthly Rent Potential	Col. 3 Square Footage	Col. 4 Rental Rate Per Sq. Ft. (Col. 2 divided by Col. 3)
<b>Total Commercial Rent Potential</b>			<b>\$ 0</b>

### Part F – Maximum Allowable Rent Potential

<b>Enter Maximum Allowable Monthly Rent Potential From Rent Computation Worksheet (to be completed by HUD or lender)</b>	\$
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**Part G – Information on Mortgagor Entity**

Name of Entity

Public Housing Agency of the City of St. Paul

Type of Entity

- Individual       General Partnership       Joint Tenancy/Tenants in Common       Other (specify) Public Housing Agency  
 Corporation       Limited Partnership       Trust

**List all Principals Comprising Mortgagor Entity:** provide name and title of each principal. Use extra sheets, if needed. If mortgagor is a:  
• corporation, list: (1) all officers; (2) all directors; and (3) each stockholder having a 10% or more interest.  
• partnership, list: (1) all general partners; and (2) limited partners having a 25% or more interest in the partnership.  
• trust, list: (1) all managers, directors or trustees and (2) each beneficiary having at least a 10% beneficial interest in the trust.

Name and Title

Jon M. Gutzmann, Executive Director

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

Name and Title

**Part H – Owner Certification**

To the best of my knowledge, all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.  
**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name and Title Jon M. Gutzmann, Executive Director	Authorized Official's Signature   Date (mm/dd/yyyy)
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**Part I – HUD/Lender Approval**

Addendum Number	Branch Chief/Lender Official Signature
HAP Contract Number	Date (mm/dd/yyyy)
Exhibit Number	Director, Housing Management Division Signature
Loan Servicer Signature	Date (mm/dd/yyyy)
Date (mm/dd/yyyy)	Date (mm/dd/yyyy)

Public reporting burden for this collection of information is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This collection of information is authorized under Section 207 of the National Housing Act. The information is necessary for the Department to ensure that project owners are not overcharging their tenants and to ensure that the rent levels approved by the Department are not exceeded. The Department uses this information to enforce rent regulations which otherwise would be difficult because there would be no clear record of the rents and charges that the Department had approved. In addition, the Department needs to periodically collect information regarding project principals, so unauthorized participation by previously excluded or otherwise undesirable owners can be detected. This information is required to obtain benefits. HUD may disclose certain information to Federal, State, and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law.

## Instructions

All project owners must submit the form HUD-92458 when requesting an adjustment to project rents. HUD establishes and approves rental charges and utility allowances on the Form. The owner is responsible for notifying tenants of the approved rents.

**General.** For projects with fully-insured or HUD-held mortgages, the owner/agent submits this Form to the HUD Field Office. For projects with coinsured mortgages, the owner/agent submits this Form to the lender.

**Part A.** If the monthly rent potential you are proposing is less than or equal to the Maximum Allowable Monthly Rent Potential approved by HUD/lender on your original Rent Formula or on your most recent Rent Computation Worksheet, complete all of Part A according to the instructions below. If the monthly rent potential you are requesting exceeds the Maximum Allowable Monthly Rent Potential approved by HUD/lender on your original Rent Formula or on your most recent Rent Computation Worksheet, complete only Columns 1 and 2 according to the instructions below. Show your proposed rents and monthly rent potential in the cover letter transmitting your rent increase request.

**Column 1.** Show each type of unit for which rents will vary. Show the number of bedrooms and bathrooms and other features that cause rents to vary (e.g., 2 BDM, 1 B, DA, KETTE, vs 2 BDM, 2B, DR, K). Use the following symbols:

BDM	- Bedroom	LR	- Living Room
B	- Bath	DR	- Dining Room
K	- Kitchen	DA	- Dining Alcove
KETTE	- Kitchenette		

**Column 2.** Show the number of units for each unit type. Include non-revenue producing units.

**Column 3.** For unsubsidized projects, show the rent you intend to charge for each unit type. For subsidized projects, show the contract rent (as defined in HUD Handbook 4350.3) for each unit type.

**Column 4.** For each line, multiply the contract rent in Column 3 by the number of units in Column 4. Add monthly contract rent potentials for each unit size to compute the total monthly contract rent potential. Multiply the monthly total by 12 to compute the annual contract rent potential.

**Columns 5 and 6.** Complete the Columns only if the project has a subsidy contract with HUD and some utilities are not included in the rent. In Column 5, show the utility allowance for each unit type. Compute the gross rent for each unit type by adding the contract rent in Column 3 and the utility allowance in Column 5. Show this amount in Column 6.

**Columns 7 and 8.** Complete these Columns only if the project is receiving Section 236 Interest Reduction Payments. In Column 7, show the market rent for each unit type. In Column 8, for each line multiply the market rent in Column 7 by the number of units in Column 2. Add the monthly market rent potentials for each unit size to compute the total monthly market rent potential. Multiply the monthly total by 12 to compute the annual market rent potential.

**Parts B, C, D and E.** Complete these Parts according to the instructions on the Rent Schedule.

**Part F.** Do not complete this Part. The HUD Field Office/lender will complete this Part.

**Parts G and H.** Complete these Parts according to the instructions on the Rent Schedule.

**Part I.** Do not complete this Part. The HUD Field Office/lender will complete this part.

CERTIFICATION AS TO PURCHASING PRACTICES AND  
REASONABLENESS OF EXPENSES

Project Name McDonough Homes                      FHA or Non-insured  
Project No. N/A

Acting on behalf of, the Public Housing Agency of the City of Saint Paul, the Project Owner, I certify that ALL of the following statements are true.

- 1) The project is obtaining utilities at the lowest rates available.
- 2) The project has received or requested any tax relief for which it is eligible and management has analyzed the project's property tax bills and appealed any assessments which appeared unreasonable.
- 3) Amounts paid to individuals or companies having an identity-of-interest with the owner or the management agent were not excess of the costs that would have been incurred in making arms-length purchases on the open market.
- 4) Management has exerted reasonable effort to take advantage of discounts and has credited the project with all discounts, rebates or commissions received with respect to purchases, service contracts and other transactions made on behalf of the project.
- 5) Management has obtained contracts, materials, supplies and services, including the preparation of the annual audit, on terms most advantageous to the project and at costs not in excess of amounts ordinarily paid for comparable contracts, materials, supplies and services in the area in which such services, supplies, or materials are furnished.
- 6) Management has solicited verbal or written cost estimates, as necessary to comply with the Paragraphs 3 through 5 above. Management has documented the reasons for accepting other than the lowest bid and will make the documentation available to HUD, upon request.

APPENDIX 3

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WARNING:

- o 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than 5 years, or both.
  
- o 12 U.S.C. 1715z-4 provides in part: "Whoever, as an owner of a property which is security for a mortgage (covering multifamily housing, as defined in the regulations of the Secretary) or as a stockholder beneficial owner ... trust ... or as an officer, director or agent of any such owner (1) willfully uses or authorizes use of any part of the rents or other funds derived from the property covered by such mortgage in violation of a regulation ... (2) willfully and knowingly uses or authorizes the use, while such mortgage is in default, of any part of the rents or expense ... shall be fined not more than \$5,000 or imprisoned not more than 3 years or both

Signed by:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



WARNING:

- o 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than 5 years, or both.
  
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Signed by:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

CERTIFICATION AS TO PURCHASING PRACTICES AND  
REASONABLENESS OF EXPENSES

Project Name Edgerton, Iowa, Wilson                      FHA or Non-insured  
Project No. N/A

Acting on behalf of, the Public Housing Agency of the City of Saint Paul the Project Owner, I certify that ALL of the following statements are true.

- 1) The project is obtaining utilities at the lowest rates available.
- 2) The project has received or requested any tax relief for which it is eligible and management has analyzed the project's property tax bills and appealed any assessments which appeared unreasonable.
- 3) Amounts paid to individuals or companies having an identity-of-interest with the owner or the management agent were not excess of the costs that would have been incurred in making arms-length purchases on the open market.
- 4) Management has exerted reasonable effort to take advantage of discounts and has credited the project with all discounts, rebates or commissions received with respect to purchases, service contracts and other transactions made on behalf of the project.
- 5) Management has obtained contracts, materials, supplies and services, including the preparation of the annual audit, on terms most advantageous to the project and at costs not in excess of amounts ordinarily paid for comparable contracts, materials, supplies and services in the area in which such services, supplies, or materials are furnished.
- 6) Management has solicited verbal or written cost estimates, as necessary to comply with the Paragraphs 3 through 5 above. Management has documented the reasons for accepting other than the lowest bid and will make the documentation available to HUD, upon request.

WARNING:

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- o 12 U.S.C. 1715z-4 provides in part: "Whoever, as an owner of a property which is security for a mortgage (covering multifamily housing, as defined in the regulations of the Secretary) or as a stockholder beneficial owner ... trust ... or as an officer, director or agent of any such owner (1) willfully uses or authorizes use of any part of the rents or other funds derived from the property covered by such mortgage in violation of a regulation ... (2) willfully and knowingly uses or authorizes the use, while such mortgage is in default, of any part of the rents or expense ... shall be fined not more than \$5,000 or imprisoned not more than 3 years or both

Signed by:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



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Signed by:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



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Signed by:

\_\_\_\_\_

Name

\_\_\_\_\_

Title

\_\_\_\_\_

Signature

\_\_\_\_\_

Date



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Signed by:

\_\_\_\_\_

\_\_\_\_\_

Name

Title

\_\_\_\_\_

\_\_\_\_\_

Signature

Date

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CERTIFICATION AS TO PURCHASING PRACTICES AND  
REASONABLENESS OF EXPENSES

Project Name Ravoux, Central, Neill                      FHA or Non-insured  
Project No. N/A

Acting on behalf of, the Public Housing Agency of the City of Saint Paul the Project Owner, I certify that ALL of the following statements are true.

- 1) The project is obtaining utilities at the lowest rates available.
- 2) The project has received or requested any tax relief for which it is eligible and management has analyzed the project's property tax bills and appealed any assessments which appeared unreasonable.
- 3) Amounts paid to individuals or companies having an identity-of-interest with the owner or the management agent were not excess of the costs that would have been incurred in making arms-length purchases on the open market.
- 4) Management has exerted reasonable effort to take advantage of discounts and has credited the project with all discounts, rebates or commissions received with respect to purchases, service contracts and other transactions made on behalf of the project.
- 5) Management has obtained contracts, materials, supplies and services, including the preparation of the annual audit, on terms most advantageous to the project and at costs not in excess of amounts ordinarily paid for comparable contracts, materials, supplies and services in the area in which such services, supplies, or materials are furnished.
- 6) Management has solicited verbal or written cost estimates, as necessary to comply with the Paragraphs 3 through 5 above. Management has documented the reasons for accepting other than the lowest bid and will make the documentation available to HUD, upon request.

WARNING:

- o 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willingly makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than 5 years, or both.
  
- o 12 U.S.C. 1715z-4 provides in part: "Whoever, as an owner of a property which is security for a mortgage (covering multifamily housing, as defined in the regulations of the Secretary) or as a stockholder beneficial owner ... trust ... or as an officer, director or agent of any such owner (1) willfully uses or authorizes use of any part of the rents or other funds derived from the property covered by such mortgage in violation of a regulation ... (2) willfully and knowingly uses or authorizes the use, while such mortgage is in default, of any part of the rents or expense ... shall be fined not more than \$5,000 or imprisoned not more than 3 years or both

Signed by:

\_\_\_\_\_

\_\_\_\_\_

Signature

Date

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CERTIFICATION AS TO PURCHASING PRACTICES AND  
REASONABLENESS OF EXPENSES

Project Name Dunedin, Cleveland, Montreal                      FHA or Non-insured  
Project No. N/A

Acting on behalf of, the Public Housing Agency of the City of Saint Paul the Project Owner, I certify that ALL of the following statements are true.

- 1) The project is obtaining utilities at the lowest rates available.
- 2) The project has received or requested any tax relief for which it is eligible and management has analyzed the project's property tax bills and appealed any assessments which appeared unreasonable.
- 3) Amounts paid to individuals or companies having an identity-of-interest with the owner or the management agent were not excess of the costs that would have been incurred in making arms-length purchases on the open market.
- 4) Management has exerted reasonable effort to take advantage of discounts and has credited the project with all discounts, rebates or commissions received with respect to purchases, service contracts and other transactions made on behalf of the project.
- 5) Management has obtained contracts, materials, supplies and services, including the preparation of the annual audit, on terms most advantageous to the project and at costs not in excess of amounts ordinarily paid for comparable contracts, materials, supplies and services in the area in which such services, supplies, or materials are furnished.
- 6) Management has solicited verbal or written cost estimates, as necessary to comply with the Paragraphs 3 through 5 above. Management has documented the reasons for accepting other than the lowest bid and will make the documentation available to HUD, upon request.

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- o 12 U.S.C. 1715z-4 provides in part: "Whoever, as an owner of a property which is security for a mortgage (covering multifamily housing, as defined in the regulations of the Secretary) or as a stockholder beneficial owner ... trust ... or as an officer, director or agent of any such owner (1) willfully uses or authorizes use of any part of the rents or other funds derived from the property covered by such mortgage in violation of a regulation ... (2) willfully and knowingly uses or authorizes the use, while such mortgage is in default, of any part of the rents or expense ... shall be fined not more than \$5,000 or imprisoned not more than 3 years or both

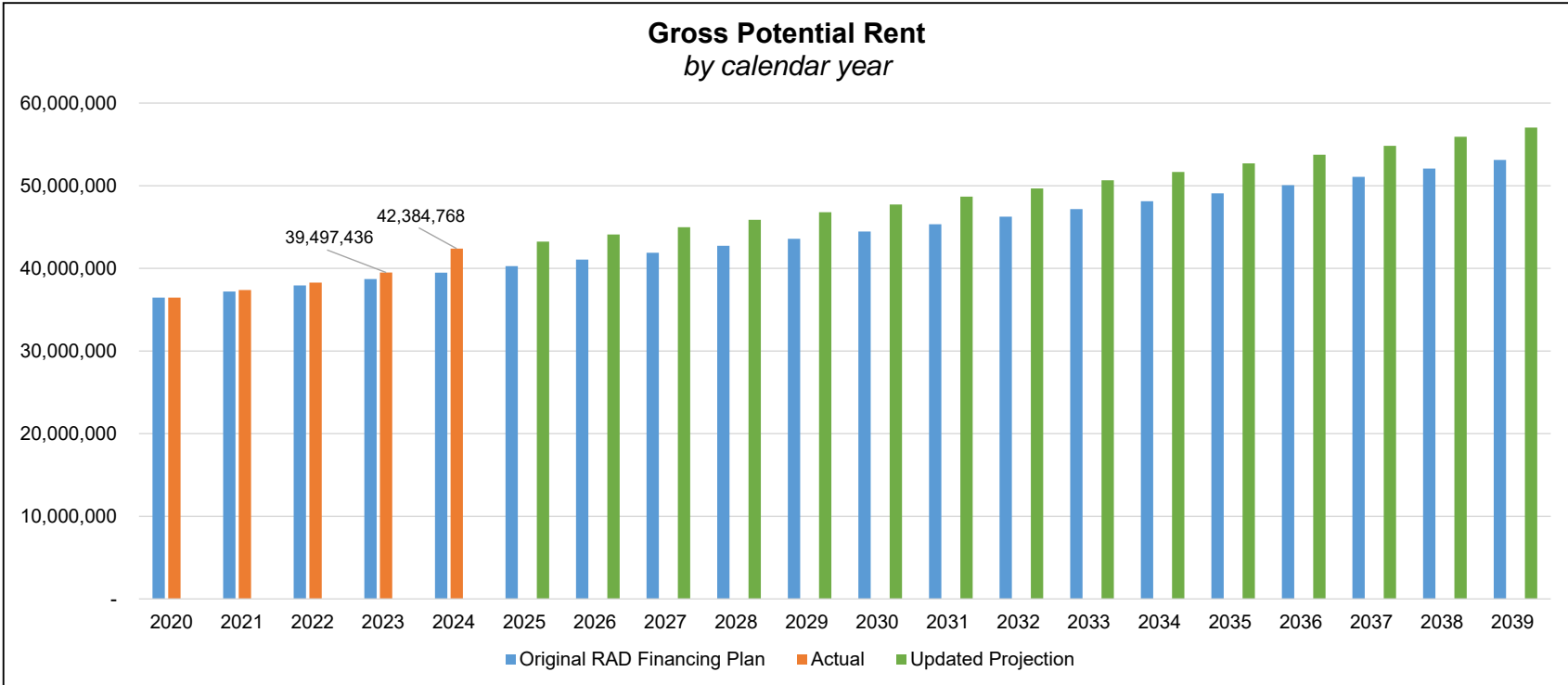
Signed by:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



The PHA has received 4 consecutive OCAF increases above the planned for 2%. This has led to an increase of \$4.2 million increase in gross potential rents in the first 4 years post-RAD conversion compared to the original RAD Financing Plan. Assuming an annual OCAF increase of 2% from 2025 through 2039 on top of the three adopted OCAF adjustments and the proposed CY 2024 7.3% OCAF adjustment equates to a \$55.6 million increase in gross potential rent over the 20-year period of the RAD Financing Plan.

# PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL

REPORT TO COMMISSIONERS

FROM JON M. GUTZMANN  
EXECUTIVE DIRECTOR

REGARDING Multifamily Housing Program  
Tenant Selection Plan and  
PBRA Occupancy Policy Updates

DATE August 23, 2023

Staff recommends Board approval of Resolution No. 23-8/23-02, revising the Tenant Selection Plan (TSP) and PBRA Occupancy Policies for the Multifamily Housing Program as follows, to address ongoing occupancy challenges:

1. Allowing more time for applicants to request reinstatement of their application following cancellation;
2. Allowing applicants whose applications were canceled to submit a new application sooner;
3. Increasing the point value of the existing **Veteran's or Service Person Preference** from two points to three points;
4. Adding the following applicant preferences:
  - a. **Rent-Burdened Preference**, to be applied to households paying more than 50% of their annual income in monthly rent; and
  - b. **"Hard-to-Rent" Unit Preference**, applied to applicants who agree to accept a "Hard-to-Rent" unit, as defined by the PHA.
5. Clarifying the timeline given to applicants to respond to a unit offer and view the offered unit, and issuing an additional unit offer when certain criteria are met;
6. Removing the requirement that applicants pay a portion of their security deposit at lease signing; and
7. Establishing an Emergency Declaration Authorization, allowing the Executive Director to suspend certain policies related to the processing of applications and offering of vacant units across the Multifamily portfolio when occupancy drops below 97% at any of the eight Multifamily projects.

If approved, the policy revisions would become effective immediately, except for those that add admission preferences or change current preferences. Changes to preferences in Multifamily Housing/PBRA normally require HUD approval prior to implementation. However, the proposed revisions are designed to help turn around the current occupancy slump, which is a priority for the Agency and should be encouraged by HUD. Therefore, staff is recommending that the preference changes, including the proposed authorization for an Emergency Declaration, take effect immediately upon HUD approval. If that is not possible, the Board could revisit the issue and decide whether to implement the changes on an interim basis pending HUD approval.

Attached is a “tracked changes” copy of the TSP showing the changes relating to occupancy, with deletions interlined and new text underlined. A “clean copy” of the full TSP is attached to the report on HOTMA. That copy incorporates both the HOTMA changes and the revisions related to occupancy that are described in this report.

**Reinstatement and Reapplication Timelines.** The PHA cancels applications (removes the household from the waiting list) in the following circumstances:

1. Applicant asks to cancel their application (voluntary cancellation);
2. Applicant fails to respond to a written request for information;
3. Applicant fails to declare their continued interest in the program (waiting list update);
4. Applicant fails to appear for scheduled appointments with PHA staff; or
5. Applicant rejects the maximum number of unit offers.

Applicants have a fixed period following cancellation during which they can request reinstatement to their previous place on the waiting list.

- Current policy: In most cases applicants must request reinstatement within 60 days from the date of cancellation. The proposed revision extends that to 6 months.

- Current policy: An applicant who has been cancelled for failing to respond to the PHA's request for information must provide the requested information within 15 days from the date of cancellation to be reinstated. The proposed revision extends that to 60 days.
- Current policy: An applicant who has been cancelled for refusing the maximum number of unit offers is not eligible to request reinstatement; their only recourse is to reapply after waiting at least 12 months, and if the waiting list is open then. The proposed revision shortens that period to 6 months.

Staff believes that these recommended changes will result in more applicants completing the screening process and being housed, thereby increasing the PHA's occupancy rate.

**Admission Preference Changes.** The PHA uses local admission preferences to prioritize applicants on the Multifamily RAD-PBRA waiting list. Staff are recommending adjusting and adding to the existing preferences to better target the PHA's Multifamily housing towards applicants that need it most, in order to boost occupancy. The current applicant preferences and proposed revisions are as follows<sup>1</sup>:

- Residency Preference. Current policy: This preference is given to applicants whose head of household, spouse, or co-head lives in the City of Saint Paul, works or has been hired to work in the Saint Paul, or attends school or has been accepted to attend school in Saint Paul; 2 points. No change is recommended.
- 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; 2 points. The proposed revision is to raise that to 3 points.
- Elderly, Disabled or Displaced Preference. This preference is given to families whose head, spouse or co-head is elderly (62+), disabled or displaced; 5 points. No change is recommended.

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<sup>1</sup> There is also a Current Tenant Unit Transfer Preference that is given to current Multifamily residents that have been approved to transfer to another Multifamily unit outside their current project; this preference is not available to applicants.

- Special Program Preference. This preference is given to applicants approved to participate in one of the PHA’s special Programs (CHSP, ASI, or Wilder Home Care). Applicants who qualify for this preference receive 5 points. No change is recommended.

Staff believe increasing the preference points for Veterans/Service Persons will speed up their acceptance by placing them higher on the waiting list than applicants with the residency preference.

Rent-Burdened Preference. Staff are recommending creating a new preference for Multifamily applicant households that are “rent-burdened” at the time of screening. Staff is recommending defining “rent-burdened” for this purpose as a household that is paying more than 50% of their gross annual income in gross rent.<sup>2,3</sup> Staff are recommending assigning a value of two points to this preference. Staff believe adding this preference will help to target the PHA’s Multifamily housing towards families that need deeply subsidized housing to afford rent, and are therefore more likely to complete the screening process and lease a Multifamily unit when it is offered.

“Hard-to-Rent Unit” Preference. Staff are also recommending creating a new preference for Multifamily applicant households that agree to accept the offer of a “hard-to-rent unit”, defined as any of the following:

- A studio (efficiency; 0-bedroom) apartment (when the applicant household is eligible for that unit size based on occupancy standards)<sup>4</sup>;
- An apartment in a building without on-site parking<sup>5</sup>;

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<sup>2</sup> Gross Rent includes the rent paid to the owner plus utility costs, using St. Paul PHA’s Housing Choice Voucher Utility Allowances to estimate the utility cost.

<sup>3</sup> In the Housing Choice Voucher program HUD defines “rent-burdened” as a household paying more than 30% of their gross annual income in gross rent.

<sup>4</sup> The only PHA hi-rises with 0-bedroom units are Central (71 units), Valley (23), Wabasha (30) and Neill (2).

<sup>5</sup> The only PHA hi-rises without on-site parking are Wabasha and Exchange.

- An apartment that has had three or more turndowns; or
- An apartment that has been vacant and ready to re-rent for 60 or more days.

Staff are recommending assigning a value of four points to this preference. Staff believe that adding this preference is mutually beneficial to applicants and the PHA, as it provides applicant households who need to be housed promptly with an opportunity to advance their position on the waiting list by agreeing to accept a unit that the PHA has difficulty renting.

**Timeline to Respond to Unit Offers.** Staff are recommending updating the unit offering policies to clarify the time applicants have to respond to a unit offer, see the unit, and accept or reject the offer after a showing. The proposed policy gives applicants two business days from the date of a unit offer to contact PHA regarding the offer, five business days to see the unit (staff may grant additional time based upon reasonable cause), and two business days after the unit showing to notify PHA of the acceptance or rejection of the unit. If the applicant does not comply with these timelines, PHA will deem the offer rejected. These times do not represent a change to current practice, but clarify and standardize how much time applicants are given to respond to offers and see available units before the offers are deemed rejected.

**Security Deposits.** Staff are recommending updating the security deposit policy so that no payment is required at the time of lease signing. The current policy states that an initial security deposit payment “shall be required when the keys are issued”. Staff are recommending updating this policy to say that an initial payment “may be required”. This will ensure that staff have the flexibility needed to lease up households for whom coming up with even a minimal initial payment amount (the current practice is to collect a minimum of \$20) could be a barrier to moving into the PHA’s Multifamily housing.

**Emergency Declaration Authorization.** To boost occupancy when needed, staff are recommending establishing a policy authorizing the Executive Director to issue an “Emergency Declaration” suspending components of the approved applicant selection and unit offering procedures when occupancy drops below 97% at any of the eight Multifamily RAD-PBRA projects. Any such Emergency Declaration would have to be issued in writing. Following an Emergency Declaration, staff could process applications and offer vacant units to eligible applicants based solely upon date and time when the application was submitted. Applicants processed and approved while an Emergency Declaration was in effect would receive up to four offers of available unit(s) of the appropriate bedroom size, compared to the standard two offers. In addition, during an Emergency Declaration staff would have the discretion to assign any appropriately-sized vacant unit to any eligible applicant, without adhering to the standard policy of offering the longest-vacant unit first.

Staff believe that over time, this combination of policy changes will result in more eligible applicants accepting vacant units they are offered more quickly, helping house more low-income individuals and families in need, and, coupled with other changes, could help reduce the vacancy rate in the PHA’s Multifamily housing to its historical low level.<sup>6</sup>

With the Board’s approval, staff will forward the revised Tenant Selection Plan (TSP) and PBRA Occupancy Policies for the Multifamily Housing Program to HUD and request prompt approval. Staff will also follow up with individual HUD staff to answer any questions they may have and

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<sup>6</sup> Prior to the COVID-19 pandemic and RAD conversion, the PHA’s overall occupancy rate regularly reached or exceeded 99%.

to urge them to allow the PHA to implement all of the changes as soon as possible. Staff will notify applicants on the PBRA waiting list of the changes that will take effect immediately.

All of the recommended policy changes are attached, with new language double-underlined and deleted text ~~interlined~~.

LAF/FAH

Attachments: Resolution No. 23-8/23-02  
Tenant Selection Plan and PBRA Occupancy Policies for Project-Based Rental Assistance (PBRA) Properties (Multifamily Housing)

**PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL  
RESOLUTION NO. 23-08/23-02**

**AMEND TENANT SELECTION PLAN AND PBRA OCCUPANCY POLICIES FOR  
PROJECT-BASED RENTAL ASSISTANCE (PBRA) PROPERTIES**

WHEREAS, the Public Housing Agency of the City of Saint Paul (PHA) has undertaken to provide decent, safe and sanitary housing for families pursuant to Section 8 of the United States Housing Act of 1937, as amended (42 USC 1437, et seq.); and

WHEREAS, the PHA currently administers a Multifamily Project Based Rental Assistance (PBRA) program which now includes 3,836 units; and

WHEREAS, the Public Housing Agency of the City of St. Paul (PHA) has in effect a Tenant Selection Plan and PBRA Occupancy Policies for Project-Based Rental Assistance (PBRA) Properties dated December 18, 2019; and

WHEREAS, staff has recommended and the Board finds that it is necessary and appropriate to revise the Tenant Selection Plan and PBRA Occupancy Policies, to conform to federal regulations and to improve the administration of the program;

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of the Public Housing Agency of the City of Saint Paul, that the Tenant Selection Plan and PBRA Occupancy Policies for Project-Based Rental Assistance (PBRA) Properties are hereby revised as shown on the attachment, effective immediately.

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**PUBLIC HOUSING AGENCY  
OF THE CITY OF SAINT PAUL**

**TENANT SELECTION PLAN AND  
PBRA OCCUPANCY POLICIES**

**FOR**

**PROJECT-BASED RENTAL ASSISTANCE (PBRA)  
PROPERTIES**

**(Multifamily Housing)**

*Approved Recommended for Approval by PHA Board of Commissioners December 18,  
2019 August 23, 2023*



## TENANT SELECTION PLAN AND PBRA OCCUPANCY POLICIES

### Introduction

The objective of this Tenant Selection Plan is to consolidate relevant policies and procedures affecting tenant selection pursuant to applicable federal and state laws and the Tenant Selection Regulations published by the HUD Occupancy Handbook – 4350.3 Rev.1, and the Rental Assistance Demonstration (RAD) Final Rule (PIH 2012-32).

The Tenant Selection Plan sets forth procedures for processing and selecting applicants, including the establishment of preferences and priorities, occupancy standards, rejection standards, reviews and appeals of rejection decisions, notice requirements, as well as continued occupancy. If there is any conflict between this policy and HUD's regulations, HUD's regulations will prevail.

This Tenant Selection Plan applies to the PHA's former public housing units that were included in the PHA's RAD conversion in 2019. The locations this Plan applies to are:

- Project 1: McDonough Homes
- Project 2: Hamline Hi-Rise  
Front Hi-Rise  
Seal Hi-Rise
- Project 3: Edgerton Hi-Rise  
Iowa Hi-Rise  
Wilson Hi-Rise
- Project 4: Roosevelt Homes
- Project 5: Mt. Airy Homes  
Mt. Airy Hi-Rise  
Valley Hi-Rise
- Project 6: Exchange Hi-Rise  
Wabasha Hi-Rise
- Project 7: Ravoux Hi-Rise  
Central Hi-Rise  
Neill Hi-Rise
- Project 8: Dunedin Terrace Family Development  
Dunedin Hi-Rise  
Cleveland Hi-Rise  
Montreal Hi-Rise

### 1. NON-DISCRIMINATION AND ACCESSIBILITY

It is the policy of the Public Housing Agency of the City of St. Paul (PHA) to fully comply with all Federal, State and local nondiscrimination laws; Title II of the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity. The PHA will administer its PBRA program in accordance with (a) the nondiscrimination and fair housing requirements set forth in 24 CFR part 5, including the

prohibition on inquiries regarding sexual orientation or gender identity set forth in 24 CFR 5.100 and 5.105(a) (2); and (b) the affirmative fair housing marketing requirements in 24 CFR part 200, subpart M and 24 CFR part 108.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, be refused the right to apply, or be otherwise subject to sexual orientation or gender identity discrimination under the PHA's programs.

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the PHA's housing programs and related services. In accordance with Title II of the Americans with Disabilities Act (ADA), a reasonable accommodation will be provided for disabled persons unless the PHA can demonstrate it would result in a fundamental alteration in the nature of the program or activity or in undue financial and administrative burdens. Persons requesting a special accommodation must complete the process as outlined in the PHA's Reasonable Accommodation Policy. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability. Because disabilities are not always apparent, the PHA will inform all applicants/residents of the opportunity to request a reasonable accommodation. All decisions granting or denying requests for a reasonable accommodation will be in writing.

The PHA will make every reasonable effort to provide handicap accessible units to families with individuals who have physical disabilities and require such units.

The PHA will endeavor to provide meaningful access to its programs and activities by persons with Limited English Proficiency (LEP). The PHA may do this by employing bilingual staff, or by providing access to people who speak languages other than English, in order to assist persons who do not speak English as their primary language or who have limited ability to read, write, speak, or understand English (LEP persons). In determining whether it is feasible to provide written translations of documents written in English, the PHA will consider the number or proportion of applicants eligible to be served or participants in the jurisdiction who are LEP persons and the estimated cost to the PHA per client. The PHA will refer to census data to determine the number or percentage of the population eligible to be serviced for each LEP language group. The PHA will annually review and update the LEP plan to ensure the needs of LEP applicants and residents are addressed according to the needs of the jurisdiction.

## **2. TAKING APPLICATIONS**

Families wishing to apply for the PHA's Multifamily RAD/Project-Based Rental Assistance (PBRA) program will be required to complete an online pre-application for housing assistance by visiting [www.stpha.org](http://www.stpha.org). When one or more PHA waiting lists are open, online pre-applications can be completed and submitted 24-hours a day, 7-days a week.

Pre-applications are taken to compile waiting lists for all sizes of rental units (by number of bedrooms). The PHA will open and close the waiting lists as needed to maintain an adequate supply of applicants.

When a family is near the top of the waiting list, the PHA will require the applicant to complete a full application in order to determine economic and non-economic eligibility for tenancy. The eligibility determination will require verifications of income, assets, housing history, and criminal history for all adults. An application will be considered complete when all data and information necessary for the PHA to determine the family's eligibility, including all verifications and supporting documentation, are received. All documentation relating to eligibility will be made a part of the applicant's record.

The application constitutes the basic record for each family applying for PHA admission or continued occupancy. Each family must supply information required for a complete application and sign the application. Each application for admission will be documented by the PHA as to: (1) the date and time of receipt; (2) the appropriate unit size; (3) preference rating (if applicable); (4) determination of eligibility; (5) where applicable, the date of the assignment to a dwelling unit and identification of the property assigned; (6) where applicable, the date a vacant unit was offered to the applicant, the date of the applicant's rejection of the offer, reason for rejecting the unit, and identification of the property offered.

Persons with disabilities who require a reasonable accommodation in completing an application may contact the PHA to make special arrangements.

The applicant may at any time report changes in their applicant status, including changes in family composition, income, or preference factors. The PHA will annotate the applicant's file and will update their place on the waiting list based on reported changes.

A family may file an application for more than one of the PHA's housing programs without affecting their status on any of the waiting lists. However, adult household members can only be included in one household on the PHA Multifamily RAD/PBRA waiting list.

### **3. ELIGIBILITY FOR ADMISSION**

There are five basic eligibility requirements for admission to the PHA's Multifamily RAD/PBRA program. The applicant must: 1) qualify as a family; 2) have an income within the income limits; 3) meet citizenship/eligible immigrant criteria; 4) disclose Social Security numbers (where applicable) and provide documentation; and 5) sign documents authorizing the PHA to obtain information from third parties (employers, etc.) required to verify eligibility.

#### **A. Economic Eligibility Criteria**

1. **Family status.** "Family" includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status, as outlined in 24 CFR §\_5.403:
  - a. **A family with or without children.** Such a family is defined as a group of people related by blood, marriage, adoption or affinity that lives together in a stable family relationship.
    - Children temporarily absent from the home due to placement in foster care are considered family members.
    - Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size and income limits.

- b. **An elderly family** is a family whose head, spouse, co-head or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.
  - c. **A disabled family** is a family whose head, spouse, co-head or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides.
  - d. **A displaced family** is a family in which each member, or whose sole member, has been displaced by governmental action, or 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.
  - e. **A remaining member of a tenant family** provided they meet all other eligibility requirements.
  - f. **A single person** who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family. See information below on admission of a full-time college student.
2. **Admission of College Students:** Management-[The PHA] must determine a student's eligibility at move-in, annual recertification, initial certification, and at the time of an interim recertification if the family reports that a household member is a student.

Assistance *shall not be provided* to any individual who:

- Is enrolled as a full or part-time student at an institution of higher education for the purpose of obtaining a degree, certificate, or other program leading to a recognized educational credential; and
- Is under the age of 24; and
- Is not a veteran; and
- Is not married; and
- Is not a person with disabilities, and was not receiving assistance as of November 30, 2005; and
- Does not have a dependent child; and
- Is not living with his/her parents who are receiving Section 8 assistance; and
- Is individually ineligible for section 8 assistance or has parents who are, and individually or jointly, ineligible for assistance; and
- Is not eligible as an independent student as defined by the U.S. Department of Education; and
- Has not established a separate household from parents for at least one year prior to application or has not been claimed as a dependent by parents pursuant to IRS regulations.

Any financial assistance a student receives (1) under the Higher Education Act of 1965, (2) from private sources, or (3) from an institution of higher education that is in excess of amounts received for tuition (as defined by the institution) is included in annual income, except if the student is over the age of 23 with dependent children, or is living with his or

her parents who are receiving assistance.

To align with HUD guidance, the PHA will adopt exceptions for students who are under 24 years of age to receive assistance if the student can demonstrate independence from parents or the absence of parents.

Definition of an Independent Student: An individual who is:

- 24 years of age or older by December 31<sup>st</sup> of the award year
- An orphan, in foster care, or ward of the court, or was one of these at any time when they were 13 or older
- Emancipated minor
- Veteran of the U.S. Armed Forces or is currently on active duty
- Graduate or professional student
- Married
- Has legal dependents other than a spouse
- If a financial aid administrator provides documentation of independence by reason or other unusual circumstances
- Unaccompanied youth (homeless) or at risk of homelessness and was self-supporting during the school year as verified by the following:
  - Local education agency's official homeless liaison
  - Director of a program funded under the Runaway and Homeless Youth Act
  - Director of a program funded under subtitle V of the IV of the McKinney-Vento Homeless Assistance Act (emergency shelter grants)
  - Financial aid administrator

Definition of a "Vulnerable Youth" is an Independent Student who meets one of the criteria below:

- Orphan, in foster care or a ward of the court
- An emancipated minor or in legal guardianship
- Homeless or at risk of homelessness and is self-supporting

3. **Income Eligibility.** Pursuant to HUD Regulations, admission will be limited to those families whose annual income does not exceed the applicable income limits. Income Limits are made part of this Plan by reference. Currently the limit is set at low income level, which is at or below 80% Area Median Income (AMI) for the Minneapolis-St. Paul-Bloomington Fair Market Rent Area.
4. **Citizenship Requirements.** By law, assistance in subsidized housing is restricted to the following:
  - a. U.S. citizens or nationals; and
  - b. Non-citizens who have eligible immigration status as determined by HUD.

All family members, regardless of age, at admission must declare their citizenship or immigration status. U.S. citizens must sign a declaration of citizenship.

Noncitizens (except those aged 62 and older) must provide a signed declaration of eligible immigration status, a signed verification consent form and submit one of the HUD-approved DHS documents verifying their immigration status or sign a declaration that they

do not claim to have eligible immigration status. Noncitizens aged 62 and older must sign a declaration of eligible immigration status and provide a proof of age document.

The PHA will utilize the Multifamily Systematic Alien Verification for Entitlements (SAVE) System to verify the validity of documentation provided by non-citizen applicants. The PHA will follow all Section 214 regulations in providing applicants with due process if the applicant appeals the SAVE System results.

Note: The PHA will not delay a family's assistance if the family submitted its immigration documentation in a timely manner, but the DHS verification or appeals process has not been completed. If a unit is available, the family has come to the top of the waiting list, and at least one member of the family has been determined to be eligible, the PHA will offer the family a unit. However, the PHA will only provide assistance to the family members determined to be eligible and to those family members that submitted their immigration documents on time. If any family members do not provide the required immigration documentation, then the assistance for the family will be prorated.

A mixed family is a family with one or more ineligible family members and one or more eligible family members. A mixed family may receive prorated assistance, continued assistance, or a temporary deferral of termination of assistance. Mixed families qualify only for pro-rated assistance in accordance with HUD regulations. (24 CFR Part 5)

Applicants who hold a non-citizen student visa are ineligible for assistance as are any non-citizen family members living with the student. However, spouses and children who are citizens may receive assistance.

##### **5. Social Security Number Requirements**

All household members (including foster children and live-in aides), regardless of age, must disclose their complete and accurate Social Security Number (SSN) and provide acceptable documentation to verify such SSN. If an individual that is required to disclose SSN does not have a SSN, they must apply to SSA for a SSN using SSA form SS-5.

*Exception:* Those individuals who do not contend eligible immigration status or tenants who were aged 62 or older as of January 31, 2010, and whose initial determination of eligibility was begun before January 31, 2010.

Failure to disclose and provide documentation and verification of SSNs as required will result in an applicant not being admitted.

The applicant who has not disclosed and provided verification of SSNs for all household members may retain their position on the waiting list for 90 days. After 90 days, if the applicant has been unable to provide acceptable verification of SSNs, the applicant will be determined ineligible. If a child under the age of 6 is added to a family during the 6 months prior to admission, the family has 90 days to supply an accurate SSN. One 90-day extension may be granted to families failing to meet the initial 90-day timeline. When an extension is granted, the family may be asked to provide documentation of their failure to meet the initial timeline.

**6. Consent and Verification Forms**

Each family head, spouse, or co-head, regardless of age, and all other household members who are at least 18 years of age must sign and date the HUD-required consent forms, HUD-9887, Notice and Consent for the Release of Information, and form HUD 9887-A, Applicant's/Tenant's Consent to Release of Information Verification by Owners of Information Supplied by Individuals Who Apply for Housing Assistance.

The release forms must be signed at initial certification and each annual recertification. All adult members regardless of whether they report income must sign and date these forms annually.

In addition, all adult members of an applicant or resident family must sign individual consent and verification forms authorizing management to verify family income and other applicable eligibility factors; e.g., disability status, criminal history.

If the applicant or resident, or any adult member of the household does not sign and submit the consent forms as required, the PHA must deny assistance and admission to the entire family. For current residents, the assistance will be terminated and the family charged market rent.

**B. Non-Economic Eligibility Evaluation**

Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the St. Paul PHA Multifamily RAD/PBRA lease. The PHA will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the property's environment, other residents, PHA employees, or other people residing in the immediate vicinity of the property.

1. **Criminal History.** An applicant with a history of violent criminal activity will be denied admission for seven (7) years from the most recent offense, provided they have not engaged in other instances of criminal activity during that period.

An applicant with a history of drug-related criminal activity will be denied PHA admission for seven (7) years from the most recent offense, provided they have not engaged in other criminal or drug activity during that period; except that any household member who has been convicted of manufacturing or producing methamphetamine (speed) in any federally assisted housing property will be denied for life.

Any household member who has a lifetime registration under a lifetime State sex offender registration program will be denied for life.

No applicant who has been a victim of domestic violence, dating violence, or stalking will be denied admission if they are otherwise qualified. The PHA will give an applicant who claims victim status 14 business days after written request to certify either by:

- a. Completing a form titled "Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking, and Alternate Documentation" (Form HUD-5382), which is available at the PHA's Central Administrative Office, located at 555 Wabasha St. N,

St. Paul, MN 55102, or any PHA building management office; or

- b. Providing the PHA with documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim (applicant or another member of applicant family) has sought assistance in addressing domestic violence, dating violence, or stalking or the effects of the abuse (this certification must be sworn under penalty of perjury); or
- c. Producing a Federal, State, or local police or court record.

At lease signing, the PHA will require the tenant(s) to execute the VAWA Lease Addendum (Form HUD-91067).

2. **Other Non-Economic Eligibility Criteria.** Otherwise eligible families will be denied admission if they fail to meet the non-economic eligibility criteria. The PHA will consider objective and reasonable aspects of the family's background, including the following:

- a. History of meeting financial obligations, especially rent;
- b. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other residents;
- c. History of criminal activity by any household member involving physical violence against persons or property, drug-related criminal activity (e.g. illegal manufacture, sale, distribution, possession, or use of a controlled substance), and any other criminal activity that would adversely affect the health, safety, or wellbeing of other residents or staff or cause damage to the property;
- d. History of disturbing neighbors or destruction of property;
- e. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived therefrom; and
- f. Current alcohol abuse or a history of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.

3. **Non-Economic Screening.** The PHA will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The PHA will verify the information provided. Such verification may include but may not be limited to the following:

- a. A credit check of the head, spouse, and co-head;
- b. A rental history check of all adult household members;
- c. A criminal background check on all adult household members, including live-in aides.

This check will be made through State or local law enforcement, court records, and/or the FBI's National Crime Information Center (NCIC);

- d. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No individual registered with this program will be admitted to PBRA housing.
- e. A check of HUD's Enterprise Income Verification (EIV) Existing Tenant Search for each household member to determine if the applicant or any applicant household members are currently receiving HUD housing assistance (i.e., residing at another HUD Multifamily Housing or Public and Indian Housing (PIH) location). If the Existing Tenant Search Report identifies the applicant or any applicant household member is receiving rental assistance in another location, the information contained in the report will be addressed with the household member. The household member will be given an opportunity to explain any circumstances relative to his/her being assisted at the other location.

### **C. Grounds for Denial**

The PHA may deny assistance to applicants who:

1. Do not meet all of the eligibility criteria;
2. Do not supply information or documentation required by the application process within the time allowed;
3. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
4. Have a history of not meeting financial obligations, especially rent;
5. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other residents;
6. Have a history of criminal activity by any household member involving physical violence against persons or property, drug-related criminal activity (e.g. illegal manufacture, sale, distribution, or use of drugs or alcohol), and any other criminal activity that would adversely affect the health, safety, or wellbeing of other residents or staff or cause damage to the property;
7. Have a history of disturbing neighbors or destruction of property;
8. Currently owe rent or other amounts to any housing authority in connection with their public housing or Section 8 programs;
9. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived therefrom;
10. Were evicted from assisted housing within the past seven (7) years because of criminal activity involving physical violence against persons or property, and/or drug-related criminal activity (e.g. illegal manufacture, sale, distribution, possession, and/or use.);
11. Have illegally used a controlled substance or abused alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
12. Have engaged in or threatened abusive or violent behavior towards any PHA staff member or resident;
13. Have a household member who has been evicted from subsidized housing within the past

- seven (7) years;
14. Have a family household member who has been terminated from the PHA's Section 8 program within the past seven (7) years;
  15. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a federally subsidized housing program;
  16. **Denied for Life:** Has a lifetime registration under a State lifetime sex offender registration program.

**D. Ineligibility Notification/Informal Review/Hearing**

1. **Ineligibility Notification and Hearing Request.** If the PHA determines that an applicant does not meet the economic or non-economic eligibility criteria to receive assistance, the PHA will promptly provide the applicant with written notice of the determination. The notice will contain a brief statement of the reason(s) for the decision. The notice shall also state that applicants may request an informal hearing on the decision and shall describe how to obtain the informal hearing. This written request must be submitted to the PHA Rental Administrator within 14 calendar days from the date of the PHA's notice of ineligibility. If an applicant does not request a hearing in accordance with this section, then the PHA's determination denying the applicant's admission into the PBRA program will become final. However, the failure to request a hearing does not constitute a waiver by an applicant of the right to contest the PHA's denial of admission in an appropriate judicial proceeding.
2. **PHA Admission Hearing Committee.** Informal hearings shall be conducted by the PHA Admission Hearing Committee. The Committee consists of up to two PHA staff members who did not participate in the initial admissions decision and current St. Paul PHA residents. Three members of the Committee constitute a quorum.

Hearings conducted by the PHA Admission Hearing Committee are informal, and oral and documentary evidence may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The applicant must be given the opportunity to present written or oral objections to PHA's decision. The Committee will require the PHA, the Complainant, lawyers or other representatives and other participants and/or spectators to conduct themselves in an orderly fashion, and failure to do so may result in exclusion from the proceedings or in a decision against the disorderly party.

3. **Decisions.** The decision of the Committee shall be by majority vote. In the event of a tie, the decision of the PHA will be upheld. The PHA Resident Hearing Committee secretary will prepare a written summary of the hearing indicating the vote of the Committee within five (5) calendar days after the hearing. A copy of this decision will be mailed to the Complainant. A decision by the PHA Resident Hearing Committee in favor of the PHA or which denies the relief requested by the Complainant, in whole or in part, is not a waiver by the Complainant of the right to bring an action in a court of law or other appropriate forum.
4. **INS/Homeland Security Appeals.** The participant family may request that the PHA provide for an Informal Hearing after the family has notification of an INS/Homeland Security decision on their citizenship status on appeal, or in lieu of a request for appeal to the INS/Homeland Security. This request must be made by the participant family within

30 days of the Notice of Denial or Termination of Assistance, or within 30 days of the notification of the INS/Homeland Security appeal decision.

In such cases, the Informal Hearing Process above will be utilized with the exception that the family will have up to 30 days from the Notice of Denial or Termination of Assistance, or of the INS appeal decision.

#### **4. MANAGING THE WAITING LIST**

##### **A. Opening and Closing the Waiting List**

Opening of the waiting list will be announced with a public notice stating that applications for multi-family housing are being accepted. The public notice will state where, when, and how to apply. The notice will be published on the PHA's main webpage at [www.stpha.org](http://www.stpha.org) as well as on other mediums specified in the PHA's Affirmative Fair Housing Marketing Plan (AFHMP). The public notice will note any limitations to who may apply and the size of units available (by number of bedrooms) for which the PHA is accepting new applications.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program, and such applicants will not lose their place on other waiting lists when they apply for PBRA housing. The notice will include the Fair Housing logo and slogan and will be in compliance with Fair Housing requirements.

Closing of the waiting list will also be announced with a public notice. The public notice will state the date the waiting list will be closed and for what bedroom sizes. The public notice will be published on the PHA's main webpage as well as on other mediums specified in the AFHMP.

##### **B. Organization of the Waiting List**

The waiting list is organized by bedroom size. Applicants can find information relative to each site (location, amenities, availability of handicapped-accessible units, etc.) on the PHA website.

The waiting list will be maintained in accordance with the following guidelines:

1. The application will be incorporated into the permanent resident file;
2. All applications will be maintained in order of bedroom size, preference, and then in order of date and time of application; and
3. Any contact between the PHA and the applicant will be documented in the applicant file.

##### **C. Purging the Waiting List**

The PHA will update and purge its waiting list as needed to ensure that the pool of applicants reasonably represents the interested families for whom the PHA has current information (i.e. applicant's address, family composition, income category, and preferences).

##### **D. Removal of Applicants from the Waiting List/Cancelation**

The PHA will not remove an applicant's name from the waiting list unless:

1. Applicant requests that their name be removed (voluntary cancelation);

2. Applicant fails to respond to a written request for information or a request to declare their continued interest in the program (including a waiting list update or purge notice);
3. Applicant fails to appear for scheduled appointments with PHA staff;
4. Applicant does not meet either the economic or non-economic eligibility criteria for the program (see Section 3D above for informal review/hearing procedures);
5. Applicant rejects the maximum number of~~two~~ unit offers; or
6. Applicant receives and accepts an offer of housing.

**E. Voluntary Cancellation**

The PHA will cancel an application at the request of an applicant, either before or during the eligibility determination process. After a voluntary cancellation, applicants will be reinstated to their previous place on the list only if they contact the PHA in writing within 60 days from the date of cancellation. After 60 days the applicant may reapply if the waiting list is open.

**F. Cancellation Due To Failure to Provide Documentation or Declare Continued Interest**

The PHA will cancel an application if the applicant fails to provide documentation required to determine program eligibility. Before canceling the application, the PHA will send the applicant a notice listing what information is required and stating that the application will be canceled if the applicant does not provide the information by the deadline stated in the notice. If the applicant does not provide the required information within the time allowed, the PHA will send a second letter stating that the application has been canceled. That letter will also give the applicant 15 business days from the date of the letter to provide the required information to the PHA. If the applicant does not provide the information within that time period, the application will remain canceled. In that event, the applicant may reapply after 60 days, if the waiting list is open.

The PHA will cancel an application if the applicant fails to respond to a waiting list update or purge notice. After cancellation due to failure to respond to a waiting list update/purge, the applicant can be reinstated to the same place on the waiting list only if ~~he or she~~ they contacts the PHA in writing (including using the PHA's online applicant portal) within ~~60 days~~ 12 months after the cancellation date. The applicant will be reinstated to the same place on the waiting list.

**G. Cancellation Due To Missed Appointments**

All applicants who fail to keep a scheduled appointment with the PHA will be notified that their application is being canceled.

The PHA will allow the family to reschedule for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities will be given for good cause. When good cause exists for missing an appointment, the PHA will work with the family to find a more suitable time.

If the application has been canceled due to missed appointments, the applicant will be reinstated to the same place on the waiting list only if they ~~he or she~~ contacts the PHA within ~~60 days~~ 12 months from the date of the cancellation. An applicant can only be reinstated one

time following cancellation due to a missed appointment. ~~After 60 days beyond the cancellation date~~If the applicant is no longer eligible for reinstatement, either because it is more than 12 months from the date of cancellation or they have already used their reinstatement opportunity, they ~~applicant~~ may reapply if the waiting list is open.

**H. Removal From The Waiting List Due To Unit Offer Rejections**

Applicants will be removed from the waiting list after they have rejected two unit offers.<sup>1</sup> Applicants removed from the waiting list for this reason are not eligible for reinstatement, and may reapply ~~12-6~~ months after being removed from the waiting list for this reason if the waiting list is open.

**I. Notification of Cancellation/Removal From The Waiting List**

Any applicant whose name is being removed from the waiting list due to cancellation will be notified by the PHA, in writing, of the applicable timeframe when they are eligible to request reinstatement. The letter will also indicate when they will be eligible to reapply.

**5. TENANT SELECTION AND ASSIGNMENT**

**A. Preferences**

The PHA uses local preferences to prioritize applicants on the Multifamily RAD/PBRA Waiting List. The PHA will select families from the waiting list based on the following preferences:

1. **Residency Preference:** This preference is given to applicants whose head of household or spouse:
  - a. Lives in the City of Saint Paul;
  - 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.

Applicants who qualify for a Residency Preference will receive two points.

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. Applicants who qualify for a Veteran's or Service Person Preference will receive ~~three~~two points.
  - 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.

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<sup>1</sup> Unless an Emergency Declaration is in effect, see

- ~~3.~~ **3. Elderly, Disabled, or Displaced Preference:** This preference is given to families whose head, spouse, co-head, or sole member is elderly (62+), disabled receiving a fixed income (Examples: Social Security (Retirement, Survivors and Disability Insurance; RSDI), Supplemental Security Income (SSI), Veterans Benefits, etc.), or displaced. Applicants who qualify for this preference by being 62 or older, disabled, or displaced will receive five points.
- 3. Rent Burdened Preference:** This preference is given to households Multifamily applicant households- that are rent burdened at the time of screening. “Rent Burdened” is defined as paying more than 50% of gross annual income in gross rent (rent plus utility costs, using St. Paul PHA’s Housing Choice Voucher Utility Allowances to estimate utility cost). Applicants who qualify for the Rent Burdened preference will receive two points.
- 4. “Hard-to-Rent Unit” Preference:** This preference is given to Multifamily applicant households who are otherwise qualified and eligible, and who agree to accept a “hard-to-rent unit” subject to the conditions described below. Applicants who opt-in to the Hard-To-Rent Unit Preference will receive four points.
- a. “Hard-to-Rent Units” are defined as any of the following:
- A studio (efficiency; 0-bedroom) apartment (when the applicant household is eligible for that unit size based on occupancy standards);
  - An apartment in a building without on-site parking;
  - An apartment that has had three or more turndowns; or
  - An apartment that has been vacant and ready to re-rent for 60 or more days.

An applicant who requests this preference and accepts the conditions will be offered the first available unit(s) of the appropriate bedroom size meeting the above definition of a “hard-to-rent unit”. If the applicant rejects all “hard-to-rent” unit offers, their application will be cancelled.

- 5.4. Special Program Preference:** This preference is given to an applicant who has been approved to participate in one of the PHA’s special programs (CHSP, ASI, ALP, or other special program) that operate on PHA premises. Applicants receiving this preference will only be eligible for admission into a unit assisted by one of the PHA’s special programs. Applicants who qualify for a Special Program Preference will receive five points.
- 6.5. Current Tenant Unit Transfer Preference:** This preference is given to current PHA Multifamily residents who have been approved to transfer to another multifamily unit. Residents who qualify for a Current Tenant Unit Transfer Preference will receive ten points and will be added to the Multifamily waitlist without regard to whether the waitlist is open to new applicants. Current residents who receive this preference are not eligible for any other waitlist preferences. For more information about unit transfers, refer to Section 6.

**B. Selection from the Waiting List**

Applicants are able to claim preferences and be assigned applicable preference points based

on the above preferences. Applicants must provide proof of each local preference they are claiming.— This can be done through third party verification or individual certifications. Preference points are cumulative. For example, an applicant who qualifies for a Veteran’s and Elderly Preference will receive a total of seven points. The date and time of application will be noted and utilized to determine the sequence within the above prescribed preferences. Applicants with no local preferences are given the lowest priority for assistance and are selected from the waiting list according to the date and time of their application only after the list of applicants with preference points has been fully exhausted.<sup>2</sup>

Occasionally families on the waiting list who did not qualify for a local preference at the time they applied for rental assistance will experience a change in circumstances that now qualifies them for a local preference. In such instances, it is the family's responsibility to contact the PHA. Families certifying that they qualify for a local preference will be repositioned on the waiting list in accordance with their new preferences and their original date and time of application. They will then be informed in writing of their change in status and their place on the waiting list.

Within all preference categories for admission to general population and mixed population properties, single persons who are elderly (62+), disabled, or displaced will have preference over and be offered housing before other single persons. *Single persons who are not elderly, disabled, or displaced will be admitted to a mixed population property only after all elderly, disabled, and displaced families have been offered units.*

**Accessible Units:** Accessible (ADA compliant) units will be offered first to families who may benefit from the accessible features. A vacant accessible unit will be offered to a current resident who has been approved for a transfer to an accessible unit before an eligible applicant family. Applicants for these units will be selected utilizing the same preference system as outlined above. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list(s). Such applicants, however, must sign a release form stating they will accept a transfer (at their own expense) if, at a future time, a family requiring an accessible feature applies. Any family required to transfer from an accessible unit will be given a 30-day notice.

**C. Assignment of Bedroom Sizes (Occupancy Guidelines)**

The following guidelines will determine each family’s unit size without overcrowding or over-housing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	2
1	1	2
2	2	6
3	3	8
4	4	10

<sup>2</sup> Except when an Emergency Declaration is in effect, see paragraph 5G.

5	5	12
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In determining bedroom size, the PHA will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school, or children who are temporarily in foster-care.

In addition, the following considerations may be taken in determining bedroom size at initial occupancy:

1. The age, sex, and relationship of members of the household may be taken into consideration in assigning unit sizes:
  - a. Minors of the opposite sex, who are six years of age or older, will not be required by the PHA to share the same bedroom. Bedroom space will be allowed for the following circumstances:
    - (i) Children away during the school year;
    - (ii) Children away part time under joint custody arrangements, but who reside in the household at least 50% of the year.
    - (iii) Children whose return to physical custody of a household member is imminent and can be documented; or
    - (iv) Unborn children of pregnant household members.
  - b. Persons of different generations, adults of the opposite sex (other than married couples, or couples who have a marital type relationship), and unrelated adults will not be required by the PHA to share a bedroom.
2. Verifiable medical needs or other extenuating circumstances will be taken into consideration in determining the size of the unit. For example, a live-in care attendant, who is not functioning as a member of the household, would be entitled to a separate bedroom.
3. **Exceptions:** At the request of the applicant or resident, the Rental Administrator or Housing Manager will consider exceptions to the standards. Such a request will be approved if the Rental Administrator or Housing Manager agrees that the proposed variance:
  - a. Is necessary to provide additional space needed by the household that is not provided for by the considerations of Section 5C of this policy; or
  - b. Will result in the household occupying a dwelling unit that is one bedroom smaller than the household should have if the considerations of Section 5C of this policy are followed.

- c. Will still meet the minimums and maximums listed in Section 5C of this policy.
- d. Subsequent transfers may not be done within the first twelve months of initial occupancy.

**D. Deconcentration of Poverty**

The PHA will affirmatively market its housing to all eligible income groups in accordance with its Affirmative Fair Housing Marketing Plan (AFHMP). Lower income residents will not be steered toward lower income properties and higher income people will not be steered toward higher income properties. Toward this end, the PHA will:

1. Provide information and referral services that link residents to supportive services, such as child care, job training and placement programs, and case management;
2. Establish contract rents in accordance with HUD Multi-family guidelines.

Prior to the beginning of each fiscal year, the PHA will analyze the income levels and demographic characteristics of families residing in each of its properties and the families on the waiting list. Based on this analysis, the PHA will determine marketing strategies for deconcentration.

**E. Offer of a Unit Offering**

Residents who have been approved to transfer are given preference on the internal unit transfer waiting list. Current residents transferring from one unit to another will be offered a unit before an applicant. Unit transfers will be weighted and offered in the following order:

1. Emergency / VAWA
2. Reasonable Accommodation
3. Maintenance Transfer
4. Special Program Transfer
5. Mandatory Occupancy Transfer
6. Need for Accessible Unit

When the PHA determines that a unit will become available, the PHA will first refer to the unit transfer waiting list to see if the unit meets the requirements of an approved transfer request. If the unit is not needed to satisfy a transfer request, the PHA will contact the first family on the waiting list who has the highest priority for this type and size of unit and whose income category would help to meet the income targeting goal.

The PHA will contact the family by any combination ~~by one~~ of the following methods:

1. Phone Call
2. Email Message
3. Text Message
4. St. Paul PHA Web Portal

In some cases, a written notice may be in the form of a mailed, first class letter. In any event, the family will be given no more than two (2) business days from the date of notification (or

~~letter) to contact the PHA regarding the offer. If the applicant fails to respond within two (2) business days, the unit offer will be considered rejected and the apartment will be offered to the next applicant on the waiting list. If the applicant has responded to the offer but is unable to see the unit within five (5) business days, staff may grant additional time based upon reasonable cause. After seeing an offered unit, the applicant must notify PHA of the acceptance or rejection of the unit no later than the second working day. If the applicant does not notify PHA of a decision to reject or to accept the unit by the second working day, PHA will deem the offer rejected. The offer and the family's decision must be documented in the tenant file. In any event, the family will be given no more than two (2) business days from the date of notification (or letter) to contact the PHA regarding the offer. If the applicant fails to respond within two (2) business days, the unit offer will be considered rejected and the apartment will be offered to the next applicant on the waiting list. The offer and the family's decision must be documented in the tenant file.~~

#### **F. Rejection of a Unit**

If an applicant does not accept the first unit offered, they will not lose their place on the waiting list. If the family rejects the second unit offered, the family will be removed from the waiting list. The family will be eligible to reapply 6+2 months or more after being removed from the waiting list for this reason, if the waiting list is open.

St. Paul PHA may offer an additional unit to an applicant when the applicant makes a request in writing for an additional offer, within 5 working days of the showing, based upon the following reasons:

- The previously offered units are not accessible to the applicant's employment or job training site;
- The previously offered units are not accessible to their daycare or special education facility for their child;
- The previously offered units are not accessible to the medical or other support service necessary to the applicant's ability to be lease compliant, where such support service is a) provided by a limited number of agencies, b) does not provide citywide transportation services and the applicant cannot use public transportation services; or
- Other good cause as determined by St. Paul PHA.

If the family rejects the unit offer due to inability to move or because they require a reasonable accommodation, they may remain on the waiting list.

1. **Inability to Move.** If the applicant is willing to accept the first unit offered but is unable to move into assisted housing at the time of the offer and presents clear evidence that is satisfactory to the PHA, the inability to move will not count as a refusal and the applicant's position on the waiting list will not change. For example, if the applicant is unable to move because of a current lease obligation, they would need to provide a copy of their lease. The PHA would resume offering units upon expiration of that lease, upon request from the applicant, or after 12 months, whichever occurs first. The PHA will only excuse unit turn downs on one occasion due to inability to move.
2. **Reasonable Accommodation.** If the applicant requests a different unit as a reasonable

accommodation, the person's handicap or disability and its relationship to the requested accommodation must be verified by a health care professional who has current, personal knowledge of the applicant's medical condition(s).

### **G. Emergency Declaration Authorization**

Notwithstanding the above, the Executive Director has the authority to suspend the Selection from the Waiting List and Unit Offering policies by written emergency declaration when the occupancy rate is less than 97% in any of the eight Multifamily projects. Following an emergency declaration, staff can suspend the standard processes for selecting applicants from the waiting list and offering units and may process applications based solely upon date and time of the application. Applicants processed and approved while an emergency declaration is in effect will receive up to four (4) offers of available unit(s) of the appropriate bedroom size. If an applicant does not accept the first three units offered, they will not lose their place on the waiting list. If the family rejects the fourth unit offered, the family will be removed from the waiting list.

During an emergency declaration, staff have the discretion to assign any appropriately sized vacant unit to any eligible applicant. Applicants who reject all offers will be removed from the waiting list. When offering a unit to an approved applicant, staff may consider applicant ranking (preferences and date and time of application), the length of the vacancy, the size of the family, the scarcity of units for large families, and factors such as acceptance into one of the PHA's special programs.

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## **6. UNIT TRANSFERS**

### **A. Transfer Requests**

The Housing Manager for the hi-rise development or PBRA management area in which the resident currently resides is the initial contact for all types of transfers. A resident may request a transfer at any time *after their first year of residency* by completing a transfer request form. In considering the request, the PHA may request a meeting with the resident to better understand the need for transfer and to explore possible alternatives. The PHA will review the request in a timely manner, and if a meeting is desired, the resident will be contacted to schedule a meeting.

A resident must be in good standing with the PHA to be eligible for a transfer. This means the family must be in compliance with their lease, current on all payments to the PHA, and must pass a housekeeping inspection. Residents must not be under a pending termination or other adverse action related to things including, but not limited to, poor upkeep of unit or grounds, non-payment of rent or other charges, or chronic late rent. If the transfer request is approved, the family's name will be added to the transfer waiting list for the current project. The PHA will only approve transfers to a unit in a different project if the request is necessary and would otherwise be impossible to facilitate within the family's current project. If the request is approved and a transfer to a different project is required, the family's name will be added to the PHA's multifamily waiting list with the Current Tenant Unit Transfer Preference. If the transfer is denied, the denial letter will advise the family of their right to utilize the grievance procedure.

### **B. Mandatory Transfers**

Transfers are divided into two general categories: mandatory transfers and voluntary transfers.

1. **Mandatory Transfer Types.** A tenant will be required to move to another unit that is decent, safe and sanitary and is of an appropriate size under the PHA's Occupancy Standards under the following circumstances:
  - a. *Occupancy Transfer.* The tenant may be required to move if the PHA determines that the tenant is living in a unit which is larger or smaller than the PHA's Occupancy Standards allow for the household size; or
  - b. *Need for Accessible Unit.* The tenant may be required to move if the PHA determines that the unit is otherwise inappropriate for the household size or composition, including, but not limited to, when a unit that has been modified for a person(s) with disabilities is being occupied by a household that does not include a person(s) with disabilities; or
  - c. *Maintenance Transfer.* The tenant may be required to move if the PHA determines that the unit requires substantial repairs, is scheduled for modernization, or is not in decent, safe, and sanitary condition. Maintenance transfers may be temporary or permanent, depending on the cause of the maintenance issue, the nature of the repair work, and the availability of temporary units.
  - d. *Administrative Transfer.* The tenant may be required to move if the PHA determines that extenuating circumstances or administrative considerations require it. Such circumstances include, but are not limited to, compliance with the terms of a negotiated settlement agreement.
2. **Timing When Current Unit is Habitable.** If the current unit is habitable, the tenant must move to the new unit and turn in keys for the previous unit within thirty (30) days after the PHA notifies the tenant of the new unit's availability. If the tenant fails to move and remains in the current unit, the tenant must pay the HUD-approved market rent for the unit effective the first of the month following the failure to move.
3. **Timing When Current Unit is Uninhabitable.** If a tenant's current unit is determined by the PHA to be uninhabitable, or if substantial repair or modernization work is otherwise required, the tenant must move to a new unit immediately upon the PHA's request. If the tenant, a member of the tenant's household, a guest, or other person under the tenant's control caused the uninhabitable condition of the unit, the tenant shall pay all moving expenses and the cost of repair to the unit.
4. **Number of Transfer Offers.** Tenants subject to mandatory transfer will generally receive two (2) offers of alternative of housing unless the circumstances surrounding the transfer reasonably require a single unit offer. If the tenant rejects the first unit offer, the tenant must accept the second offer. The tenant's refusal to accept a second unit offer (or refusal to accept the first offer in cases where only a single unit is offered) will result in the tenant being responsible for HUD-approved market rent for the unit and/or termination of the lease, depending on the nature of the mandatory transfer.

### C. Voluntary Transfers

Tenants must generally be in good standing with the PHA to be eligible for a voluntary transfer. Tenant must not be under a pending termination or other adverse action based on circumstances including, but not limited to, poor housekeeping and nonpayment of rent or other charges.

1. **Voluntary Transfer Types.** Tenant may request transfer to a different PBRA unit in the following circumstances:

- a. *Discretionary Occupancy Transfer.* Tenants may request a transfer if the number of family members in Tenant's household does not exceed the maximum for the tenant's current unit size (number of bedrooms) but the household's composition makes the family eligible for a unit that is larger than their current unit. Families may request transfer if they are eligible for a larger unit. Discretionary Occupancy Transfers may be approved if they can be accommodated within the family's current project. Discretionary Occupancy Transfers will not be approved across projects unless the household is at the maximum occupancy for their current unit and no appropriately-sized unit exists within their current project.
- b. *Reasonable Accommodation Transfer.* Tenants may request a transfer to another PBRA unit as a reasonable accommodation for a handicap or disability. The need for transfer and its relationship to a disability must be verified by a healthcare professional familiar with the resident's condition. The transfer request must be reviewed and approved by the PHA in accordance with the requirements governing requests for reasonable accommodations.
- c. *VAWA Transfer.* In accordance with the Violence Against Women Act (VAWA) and associated regulations, tenants who are victims of domestic violence, dating violence, sexual assault, or stalking may request emergency transfer to a different PBRA unit or location if the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit.
- d. *Special Program Transfer.* Tenant may request a transfer to a different PBRA unit as necessary to facilitate moving into or out of a special PHA program that provides services at a particular PBRA unit or building. Such special programs include, but are not limited to, Congregate Housing Services Program (CHSP), Assisted Living Program (ALP), and Accessible Space Inc. Program (ASI).

2. **Number of Transfer Offers.** Tenants approved for any type of voluntary transfer will receive only one (1) offer of alternative housing. Failure to accept the offered unit without good cause may result in the cancellation of Tenant's transfer request and removal from further consideration for a voluntary transfer in the future.

**D. Transfer Unit Assignment and Offering Procedure**

The resident transferring shall be offered the unit of appropriate size for the household that has been held vacant the longest.

In general, transfers that are categorized as mandatory will receive two (2) unit offers while transfers categorized as voluntary will receive one (1) unit offer. In circumstances where two

unit offers are received, the resident must reject the first unit in order to receive a second unit offer. The second unit may or may not be in the same building, depending on where the next longest vacancy exists. If the resident transferring is offered the second unit, the first unit is no longer available. Rejection of the applicable number of units offered will result in cancellation of the transfer request and may impact the PHA's consideration of future requests submitted by the resident which involve the same or similar circumstances.

**E. Lease Agreement, Rent, and Utilities**

A new Dwelling Lease will be executed as a part of the transfer. However, the signing of a new Lease does not remove or eradicate prior or existing Lease violations from the prior dwelling unit and the PHA retains the right to terminate the new lease for violations of the prior Lease.

The PHA will not reexamine income and redetermine rent for a resident transferring within their current project, although the amount of rent payable may change due to a change in the applicable utility allowance. For residents transferring between projects, the PHA must reexamine income, redetermine rent, and charge a new security deposit.

Following a unit transfer, the PHA will re-examine income within 12 months of the resident's last eligibility review. The new lease is effective as of the day the transferring resident signs the lease and receives the keys to the new unit. The rent start date for the new unit, using the new utility allowance, if any, is the day the lease is executed.

The transferring resident is not responsible for paying utilities on more than one unit at a time. The resident is responsible for paying utilities at the old unit until the lease is signed for the new unit. After that the resident is responsible for paying utilities at the new unit. If the utility allowance for the new unit is higher than the utility allowance for the old unit, the resident will receive a credit against the first month's rent for the new unit. The amount of the credit is the difference between the two units' monthly utility allowances, pro-rated for the number of days the resident is responsible for the utilities in the new unit, from the day of lease signing to the end of the month.

A resident transferring under a voluntary transfer category must complete the move and turn in the keys for the old unit within 14 calendar days after receiving the new unit keys and signing the lease. If the resident does not turn in the old unit keys within 14 days, the resident will be assessed a utility surcharge for the old unit at the rate of \$5.00 per day, and may be subject to additional penalties for failing to timely vacate the previous unit. The utility surcharge will be assessed for each day after the 14th day, not including the day the resident turns in the keys.

**7. ADDING MEMBERS TO A HOUSEHOLD/LEASE-ONS**

If one or more persons not living in the assisted unit wish to be added to a lease and become members of a household currently living in the unit ("lease-on"), they must apply and meet the same eligibility requirements as other applicants. If the lease-on applicants are determined to be eligible and they can move into the household without exceeding the PHA's occupancy standards, they may be admitted without regard to their position on PBRA waiting list.

**A. Screening of Lease-On Applicants.**

The Assistant Manager or Housing Manager for the hi-rise development or management area in which the resident currently resides is the initial contact for lease-on applications. Completed lease-on applications are submitted to the PHA Rental Office to conduct the eligibility interview and applicant screening. The same economic and non-economic eligibility criteria described above apply to lease-on applicants.

**B. Requirements for Lease-Ons.**

In order to be approved as a lease-on applicant:

1. The applicant must meet all PHA economic and non-economic eligibility criteria.
2. The existing household's current resident(s) must be in good standing.
3. The person applying to be added to the lease must not have been living in a PHA unit as an unauthorized person.
4. The person added to the household by leasing on will not be permitted to stay in the unit as the head of household (remaining household member) if the other member(s) of the household move out within twelve months after the effective date of the lease-on.

**C. Adding Minor Children to a Household.**

The PHA may approve a head of household's request to add (lease-on) 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.

**D. Occupancy Standards and Lease-On Applications**

If the additional persons are found eligible and if the size and composition of the household **would not exceed** the PHA's Maximum Occupancy Standards for Admission, the new members may be added to the lease and live with the household.

If the additional persons are found eligible but the size or composition of the household **would exceed** the PHA Maximum Occupancy Standards, the additional persons to be added to the lease will not be permitted to live with the family in that unit. The family members currently identified on the lease may remain in the unit.

1. If the new members are being added to the lease because of adoption, birth, or transfer of legal custody, which event occurred during the resident's tenancy in the assisted unit, the family will be added to the occupancy transfer list for the suitable unit size according to the date of approval.
2. If the new members asking to be added to the lease are not joining the family due to adoption, birth, or transfer of legal custody occurring during the resident's tenancy in the assisted unit, the family has the option of applying for housing in a suitable size unit. They will not be added to the occupancy transfer list.

#### **E. Other Lease-On Considerations**

1. **Marriage does not automatically result in the spouse being added to the lease.** A spouse will be subject to the same economic and non-economic eligibility requirements for admission as other lease-on applicants.
2. **Live-in aides/care attendants** must meet non-economic eligibility screening standards.
3. **Social Security Numbers (SSNs) for Lease-Ons**
  - a. When a resident requests to add a new household member who is at least six years of age or under the age of six- and has an assigned SSN, the resident must disclose the assigned SSN and provide the PHA with documentation. The new household member may not be added until the family provides the documentation.
  - b. When a resident requests to add a new household member to the family, who is under the age of six and does not have an assigned SSN, the resident must disclose the assigned SSN and provide the PHA with documentation within 90 calendar days of the child being added to the household.
  - c. If the family is unable to disclose and provide evidence of the SSN within 90 calendar days, the PHA is required to grant the family an additional 90-day period to comply with the requirement, if the PHA determines the family was unable to comply with the requirements due to circumstances that could not have reasonably been foreseen and were outside the control of the family (for example, SSA delay, natural disaster, fire, death in the family, etc.).
  - d. If the family has not complied with the SSN disclosure and documentation requirements by the end of the time extension, the PHA must terminate the family's tenancy.

#### **8. VERIFICATION**

The PHA will verify information related to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, factors related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide, and other reasonable accommodations; full time student status of family members 18 years of age and older; Social Security numbers (if

applicable); and citizenship/eligible noncitizen status. 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. The PHA will use a third party source to verify tenant employment and income information for Reexaminations and Interims as well as for new move-ins approximately 90 days after the move-in date. Third-party verification will be obtained for assets worth more than \$5,000. The PHA must verify asset values at least every 3 years, whether more or less than \$5,000.

Households may self-certify as to having assets worth less than \$5,000 and the amount of income expected to be received from those assets. Where the family has net family assets equal to or less than \$5,000, the PHA must request supporting documentation (e.g. bank statements) from the family to verify the assets or the amount of income expected to be received from those assets at least once every 3 years. When the family has net family assets in excess of \$5,000, the PHA will obtain supporting documentation (e.g. bank statements) from the family to confirm the assets.

The PHA may conduct streamlined reexaminations for families on fixed incomes when 90% or more of their income comes from Social Security, Supplemental Security Income (SSI) and Supplemental Security Disability Income (SSDI), federal, state, local and private pension plans, other periodic payments received from annuities, insurance policies, retirement funds, disability or death benefits and other similar types of periodic receipts that are of substantially the same amounts from year to year.

In a streamlined reexamination, the PHA will recalculate family incomes by applying any published cost of living adjustments to the previously verified income amount.

## **9. INCOME LIMITS AND TARGETING REQUIREMENTS**

Pursuant to the regulations contained in HUD Notice PIH 2012-32, the PHA shall comply with the following income limit requirements for new applicants:

- Low Income Limit (80%) (Multifamily Project-Based Rental Assistance)

### **Income Targeting Requirements**

In order to achieve compliance with HUD's income targeting requirements, the PHA, within the established preferences above, will ensure that at least 40% of its applicants admitted in a given year are families with incomes at or below the 30% of median income level (ELI).

The PHA will annually examine the volume of unit turnover and applicant admissions for the past year and, based on this information, estimate the likely number of admissions for the coming year. If it is determined that the 40% requirement will most likely be achieved, no action will be taken. If it appears that the 40% requirement will not be accomplished by the normal selection process, the PHA will implement the following procedures:

- A. The PHA will adopt Method 1 as stated in the HUD Handbook 4350.3, Rev-1, CHG-4. In chronological order, the PHA will select eligible applicants from the waiting list whose incomes are at or below the extremely low-income limit to fill the first 40% of expected vacancies in the property. This may result in skipping the next applicant on the waiting list if their income level is over the ELI limit. Once the target number of move-ins has been reached, the PHA will admit applicants in waiting list order.

- B.** If it is determined from examining the current waiting list that the income targeting level may not be achieved, the PHA will make efforts to locate an applicant(s) at the extremely low income level. If a vacancy occurs and the next applicant will go over the target number of move-ins, and an extremely low income applicant cannot be located within 30 days, the PHA will fill the vacancy with the applicant on top of the waiting list and make the appropriate notations on the waiting list report.

## 10. TOTAL TENANT PAYMENT AND MINIMUM RENT HARDSHIP

### A. Total Tenant Payment (TTP)

The PHA calculates the total tenant payment (TTP) in accordance with the Multifamily HUD Model Lease and PHA addenda, HUD Handbook 4350.3: Occupancy Requirements of Subsidized Multifamily Housing Programs, and other applicable regulations.

The total tenant payment (TTP) represents the minimum amount a family must contribute toward rent and utilities regardless of the unit selected. The TTP is calculated using a statutory formula and individual income information. To calculate TTP, annual adjusted income and annual (gross) income must be converted to monthly adjusted income and monthly gross income by dividing the annual figures by 12 months.

The TTP is the **greater** of:

- 30 percent of monthly adjusted income;
- 10 percent of monthly gross income;
- The PHA minimum rent of **\$25**

<i>TTP Calculation Example:</i>		
30% of Monthly Adjusted Income:	$\$700 \times .30 =$	\$210
10% of Monthly Gross Income:	$\$740 \times .10 =$	\$74
PHA Minimum Rent:		\$25
Total Tenant Payment (highest of above) =		\$210

### B. Minimum Rent Hardship Policy

The Minimum Rent Hardship Policy is designed to protect families in crisis by allowing the PHA flexibility to address unique, unforeseeable circumstances that may occur. Those with a hardship may have their rent *suspended* until their case can be reviewed by management.

1. **Definition of Hardship.** A hardship exists in the following circumstances:

- a. When the family has lost eligibility for (or is awaiting an eligibility determination for) a federal, state, or local assistance program;
- b. When the family would be evicted as a result of the imposition of the minimum rent requirement;

- c. When the income of the family has decreased because of changed circumstances, including loss of employment;
  - d. When the family has an increase in expenses because of changed circumstances, for medical costs, child care, transportation, education, or similar items;
  - e. When a death has occurred in the household family.
2. If the PHA determines there is **no qualifying hardship** as listed above, the minimum rent will be reinstated, including requiring back payment of minimum rent to the PHA for the time of suspension.
  3. If the PHA determines 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 a reasonable repayment agreement for any minimum rent back payment paid by the PHA on the family's behalf during the period of suspension.
  4. 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. Such hardship cases will be reviewed no less than on an annual basis at time of re-exam. Families qualifying for exemption due to long-term hardship will be required to complete a quarterly interview with management or PHA staff to document the ongoing hardship.
  5. **Appeals.** The family may use the informal hearing procedure to appeal the PHA's determination regarding the hardship. No escrow deposit will be required in order to access the informal hearing procedure.

## 11. SECURITY DEPOSITS

Prior to move-in, all new residents (those without preexisting deposits under a prior public housing lease) or residents transferring to a different multifamily project will be charged a one-time security deposit equal to the first month's Total Tenant Payment or \$50.00, whichever is greater. In accordance with State law, the deposit will be refunded within 21 days after the resident has moved out, less any charges for unpaid rent or damages greater than normal wear and tear to the vacated unit, and provided the resident has submitted a forwarding address.

Management will provide the tenant with a detailed listing of items deducted from the security deposit within 21 days of vacating the unit. Generally, the security deposit must be paid in full at the time the applicant signs their lease. In instances where the full payment of the security deposit, in advance, will cause an undue financial hardship for the applicant, the Housing Manager, Rental Administrator, or designee, has the sole discretion to allow the applicant to enter into a Payment Agreement. An initial payment ~~shall~~may be required when the keys are issued, and the remainder is to be paid over a period of time not to exceed three months.

## 12. LEASING PROCESS

**A. Offer of Available Units**

When a unit becomes available for occupancy and it is not needed for an approved transfer (Sec. 5.E. above), it will be offered to the applicant at the top of the waiting list for that apartment type and bedroom size (taking into consideration income targeting requirements and, special program eligibility, and whether an Emergency Declaration is in effect). Upon offer of an apartment, the applicant shall have an opportunity to inspect the unit along with management and to sign the Unit Inspection Report.

Failure to complete all of the move-in requirements within the assigned period will be considered a rejection of the unit offer.

**B. Prior to Move-In/Tenant Interview**

Prior to taking occupancy, the PHA will meet with the applicant family and explain at a minimum the following topics during the Applicant Interview and/or at lease signing:

1. Security Deposits and refunds
2. Use of the EIV System after move-in
3. Annual Recertification process
4. Interim Recertification process
5. Unit Inspection
6. PHA House Rules
7. Transfer Policy
8. Student eligibility
9. Violence Against Women Act
10. Reporting requirement for income increases of \$200 or more per month
11. Reporting changes in household composition
12. Unit rent and other charges
13. HUD Model Lease
14. Pet Policy

**C. Leasing of Dwelling Unit**

The Head of Household and all adult household members are required to execute the HUD Model Lease and applicable lease addenda. The property House Rules will also be executed at the lease signing appointment. A signed copy of the Lease, applicable addenda, and House Rules will be provided to the lessee and the original will be filed as part of the permanent records established for the family.

**13. UNIT INSPECTIONS**

Upon move-in, new residents with leases effective after the RAD conversion will inspect the apartment together with the PHA and shall make note of any deficiencies in the unit, prior to signing the Lease. The inspection form will be used again upon move-out and the resident will be charged for any damages beyond normal wear and tear, except for items noted at move-in.

All units are inspected a minimum of once per year for housekeeping, damage and general repair. Residents will be notified at least 48 hours in advance of an inspection. In addition, residents must allow inspection (upon 48-hour notification being provided) by PHA staff and/or

government/program officials.

The PHA is allowed to enter an apartment at any time without advance notification when there is reasonable cause to believe an emergency exists.

#### 14. ANNUAL RECERTIFICATION REQUIREMENTS

- A. To ensure that assisted tenants pay rent commensurate with their ability to pay, HUD requires the following:
1. The PHA must conduct a recertification of family income and composition at least annually by the annual recertification anniversary date.
  2. Tenants must supply the information requested by executing the Recertification Application and must provide all requested supporting documentation.
  3. Tenants must sign consent forms and asset declaration forms each year.
  4. The PHA must use the EIV Income Report as third-party verification of income from sources available on EIV; i.e., Social Security benefits, wages, or Unemployment benefits.
  5. The PHA must obtain third-party verification of income sources not reporting data in EIV; i.e., Child Support, alimony, pensions, VA benefits, income from assets, gifts, valuation of assets and all other sources of income.
  6. Residents must provide documentation of other eligible factors used in determining allowances in the family's TTP; e.g., medical expenses, and disability-related expenses, and child care payments.
- B. The PHA must send Recertification Reminder notifications to residents to meet with management beginning at least **120** days prior to the annual recertification anniversary date. If the tenant does not respond, a Second Reminder Notice will be sent at **90** days prior to the annual recertification anniversary date. If the tenant fails to respond, a Third Reminder Notice will be sent to the tenant at **60** days prior to the annual recertification that includes a 60-day notice to terminate assistance if the tenant fails to respond.
- Failure to fully comply with the Annual Recertification process and submit all required documentation by the 10<sup>th</sup> day of the month prior to the recertification anniversary date, may result in termination of assistance or termination of tenancy. In this circumstance, assistance will not be available for at least one month, until such time as he or she complies with the recertification requirements.***
- C. If the tenant complies with the annual recertification process, the PHA must provide at least a 30-day written notice of any rent increase. ***If the tenant does not report in a timely manner, the requirement to provide a 30-day notification of rent increase is waived and the increase may be applied retroactive to the first of the month following the date the increase occurred.***
- D. At annual recertification, an Initial Notice of Recertification (Form HUD-90100) will be provided to the resident indicating the reporting requirements and deadlines for the next annual recertification.
- E. Residents who do not comply with the recertification requirements in a timely manner or fail to provide requested documentation may be charged market rent until such time as the

recertification process is complete, unless there are verified medical reasons or other extenuating circumstances that apply.

## 15. INTERIM RECERTIFICATION REQUIREMENTS

A. Residents must notify the PHA within ten (10) calendar days of the occurrence of the following:

1. A family member moves out of the unit;
2. The family proposes to move a new member into the unit;
3. An adult member of the family who was reported as unemployed on the most recent certification or recertification obtains employment;
4. The family's household income cumulatively increases by \$200 or more per month.

B. Residents may request an interim recertification due to any changes occurring since the last recertification that may affect the TTP or tenant rent and assistance payment for the tenant. Changes a tenant may report include:

1. Decreases in earned income or benefits;
2. Increases in allowances such as medical expenses or child care;
3. Other changes affecting the TTP, such as a family member who attains the age of 62, or a family member becoming disabled.
- 3.

C. When reporting changes in income and/or family composition, the resident must provide all requested documentation to substantiate the change.

C.

~~D.~~ When proposing to add a new household member, the PHA will apply screening criteria to all adults (including live-in aides) for drug-related criminal activity, other criminal activity, State lifetime sex offender registration, other eligibility criteria, and EIV Existing Tenant Search before approving the move-in.

E.D. The proposed household member must disclose and provide verification of their SSN (including live-in aides). New household members (except live-in aides) must provide information regarding all sources of income, execute the Racial & Ethnic Data Form, Declaration of Citizenship and provide proof of age. The head of household may execute these documents for minor children. Adults must sign the Form HUD-9887/9887A Consent Form.

F.E. If the tenant complies with the interim reporting requirements, rent changes must be implemented as follows:

1. Rent Increases – If the tenant's rent increases because of an interim adjustment, the PHA must give the tenant 30 days advance notice of the increase. The effective date of the increase will be the first of the month commencing after the end of the 30-day notice period.
2. Rent Decreases – If the tenant's rent decreases, the change in rent is effective on the first

day of the month after the date of action that caused the interim certification.

**G.F.** If the tenant does not comply with the interim reporting requirements, and the PHA discovers the tenant failed to timely or accurately report a change as required, the effective date of the change is as follows:

1. **Rent Increases** – The PHA will implement any resulting rent increase retroactive to the first of the month following the date that the change occurred.
2. **Rent Decreases** – Any resulting rent decrease will be implemented effective the first of the month following completion of the recertification process. Tenant shall not be entitled to a retroactive rent decrease or credit for any months prior to the date that the income decrease was first reported in writing to the PHA.

## 16. TENANT PROCEDURAL RIGHTS

### A. Termination of Tenancy and Assistance

1. **Termination Notification.** The PHA shall provide adequate written notice of termination of the lease which shall not be less than:
  - a. A reasonable period of time, not to exceed 30 days:
    - (i) If health or safety of other tenants, owner employees, or persons residing in the immediate vicinity of the premises is threatened; or
    - (ii) In the event of any drug-related or violent criminal activity or any felony conviction.
  - b. Not less than 14 days in the case of nonpayment of rent; and
  - c. Not less than 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.
2. **Termination of Assistance.** In all other cases, the requirements at 24 CFR § 880.603, the Multifamily HUD Model Lease, and other HUD multifamily administrative guidance shall apply.

### B. Grievance Process

1. In addition to program rules that require that tenants are given notice of covered actions under 24 CFR Part 245 (including increases in rent, conversions of a project from project-paid utilities to tenant-paid utilities, or a reduction in tenant paid utility allowances, etc.), the following procedural rights will apply in accordance with the requirements of section 6 of the Act:
  - a. Tenants will be provided with notice of the specific grounds of the PHA's proposed adverse action, as well as, their right to an informal hearing with the PHA;
  - b. Tenants will have an opportunity for an informal hearing with an impartial member of the PHA's staff within a reasonable period of time. An "impartial member of the PHA's staff" shall mean any person designated by the PHA who was not directly involved in making the specific decision being challenged and is not a subordinate of the person who made the decision;
  - c. Tenants will have the opportunity to be represented by another person of their choice,

- to ask questions of witnesses, have others make statements at the hearing, and to examine any regulations and any evidence relied upon by the PHA as the basis for the adverse action. With reasonable notice to the PHA, prior to the hearing and at the tenants' own cost, the tenant may copy any documents or records related to the proposed adverse action; and
- d. The PHA will provide the tenant with a written decision within a reasonable period of time stating the grounds for the adverse action, and the evidence the PHA relied upon as the basis for the adverse action.
2. The PHA will be bound by decisions from these hearings, except if:
    - a. The hearing concerns a matter that exceeds the authority of the impartial party conducting the hearing; or
    - b. The decision is contrary to HUD regulations or requirements, or otherwise contrary to federal, State, or local law.

## 17. SPECIAL OCCUPANCY SITUATIONS

The following are additional policies for residents participating in special programs that provide supportive services and for police officers living in PBRA units, and other special occupancy situations.

### A. Special Programs To Assist Tenant Lease Compliance

Participants in three special programs that operate on PHA properties receive necessary assistance that enables them to comply with the PHA's Dwelling Lease. The following is a general summary of each of these special programs:

1. **Congregate Housing Services Program (CHSP)** is operated by the PHA at Edgerton, Iowa, Montreal, and Ravoux Hi-Rises. It assists frail residents who need a moderate amount of non-medical help to live on their own. It provides two meals a day but is not staffed 24 hours per day. Participants pay regular PHA rent and a program service fee based on income.
2. **Wilder Assisted Living Program (ALP)** is operated by the Amherst H. Wilder Foundation at Hamline and Ravoux Hi-Rises. It provides three meals a day and 24 hour supportive services to residents who are frail, but do not require full-time nursing care. Participants pay regular PHA rent and may pay for some services based on income.
3. **Accessible Space, Inc. (ASI)** operates in designated units at Valley Hi-Rise. ASI is a non-profit corporation that provides training and transitional supportive services for mobility-impaired and brain-injured adult residents. Participants pay regular PHA rent and a program service fee based on income.

### B. Special Programs' Eligibility Criteria

1. **General Eligibility.** Applicants for any of the special programs must meet the same general economic and non-economic eligibility criteria as all other applicants.

2. **Additional Eligibility Requirements.** Each special housing program has its own specific eligibility requirements. Unless specifically addressed in this section, tenants participating in special programs shall be governed by the same policies that are established in this document and that govern all PHA tenants.
3. **Current Tenants.** Current PHA tenants in any building, as well as applicants for housing assistance, may apply to participate in these programs by submitting an application directly to the administering agency. Some special programs are limited to designated developments, and current PHA tenants who live elsewhere must transfer as a condition of participation.

**C. Special Programs Status Within the PBRA Program**

1. **Applicant Preference/Priority.** An applicant who is found to be eligible and is approved for one of the special housing programs will receive five (5) waiting list preference points. Applicants who receive this preference are only eligible for admission into a unit assisted by one of the PHA's special programs.
2. **Tenant Transfers.** Transfers to permit PHA tenants to participate in a special housing program will be subject to the approval of the Rental Administrator and the administrator of the special program.
- 3. **Ineligibility for Special Program Due To Level of Need for Services**
  - a. An applicant who is found to be ineligible for one of the special housing programs, because the applicant's needs for services exceed the amount and type of services available in the program, will be considered for admission to or continued occupancy in the regular PBRA program based on the specific circumstances, without regard to the special housing determination.
  - b. An applicant who is found to be ineligible for admission to one of the special housing programs, because the level of need for services is not great enough to warrant admission, or whose service needs can be satisfactorily met by using other available resources, will be considered for admission to or continued occupancy in the regular PBRA program based on the specific circumstances, without regard to the special housing determination.

**D. Officer In Residence Program**

The PHA provides housing to police officers and their families in some hi-rises and family developments, in cooperation with the Saint Paul Police Department, under a plan approved by HUD. (24 CFR § 960.505)

1. **Non-Resident Status.** Participants in the Officer in Residence (OIR) Program are not considered PBRA residents. They are not subject to the same requirements and do not have the same rights as other PHA tenants.
2. **Other Conditions**

- a. They do not have to qualify as a Lower Income Family.
- b. They are subject to the non-economic eligibility criteria outlined in the PHA's Tenant Selection Plan, including, but not limited to, rental history and criminal screening.
- c. If they are required to pay rent, the rent is set at a reasonable level by the PHA. The formula for Total Tenant Payment is not applicable.
- d. They are not subject to HUD lease and grievance provisions.
- e. They will be required to move out of the unit if their employment with the Saint Paul Police Department is terminated, or if a change in their work assignments makes them unable to fulfill the obligations of the Officer in Residence.
- f. They do not have any Choice-Mobility rights.
- g. They are not voting members of the Resident Council.

## **18. CHOICE-MOBILITY RIGHTS UNDER RAD PBRA**

- A.** Residents of PBRA properties have the right to request tenant-based assistance after the later of 24 months from date of execution of the HAP contract or 24 months after the date the resident moves into the PBRA property.
- B.** HUD allows PHAs to limit the number of Choice-Mobility moves under the PBRA program in two ways:
  1. The PHA will provide no more than one-third of its turnover vouchers to residents of RAD properties in any one year; and
  2. The PHA may limit Choice-Mobility moves to no more than 15 percent of assisted units in each RAD hi-rise property or management area.
- C.** The PHA will utilize either or both methods allowed in Section 18B when administering Choice Mobility Rights.
- D.** If there are no available vouchers at the time of the tenant's request for tenant-based assistance, the resident will be placed on the PHA's RAD-Multifamily HCV Waiting List.

**PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL****REPORT TO COMMISSIONERS****FROM JON M. GUTZMANN  
EXECUTIVE DIRECTOR****REGARDING** Multifamily Housing Program  
Tenant Selection Plan and PBRA Occupancy  
Policy Updates; HOTMA**DATE** August 23, 2023

Staff recommends Board approval of Resolution No. 23-8/23-01, revising the Tenant Selection Plan and PBRA Occupancy Policies (TSP) for the Multifamily Housing Program as follows in order to comply with the Housing Opportunities Through Modernization Act (HOTMA):

1. Revising the definitions of “family”, “income” and “assets” (including updated income and asset exclusions), to align with HUD changes;
2. Adding an updated explanation of how income is calculated at annual re-examination, clarifying that the household income from the prior year will be used;
3. Raising the threshold for imputing income from assets from \$5,000 to \$50,000;
4. Allowing applicants and residents to self-certify the value of assets under \$50,000, with third-party verification required only once every three years;
5. Establishing an asset limitation of \$100,000, and restricting admission and occupancy for households that own real property that is suitable for them to occupy;
6. Changing the threshold for interim increases in rent from \$200 per month to a 10% increase interim threshold, with no interim increase for earned income except in special circumstances;
7. Updating the elderly and disabled deduction, adopting a new threshold for health and medical expenses and indexing both the elderly and disabled deduction and the dependent deduction to inflation;
8. Adopting hardship exemptions for certain households affected by the increased threshold for the health and medical expense deductions and for households no longer eligible for the childcare deduction;
9. Other “housekeeping” updates and edits in the Multifamily housing policies, including adding additional language regarding proof of Social Security numbers, required

information regarding the eligibility of independent students, and updating the program name from Wilder Assisted Living Program (ALP) to Wilder Home Care.

With the exception of the “housekeeping” changes, all policy changes recommended in this report are required in order to be compliant with HUD rules. If approved, the policy revisions would become effective January 1, 2024. Attached is a “tracked changes” copy of the TSP showing the changes relating to HOTMA, with deletions interlined and new text underlined. A “clean copy” of the full TSP is also attached, incorporating both the HOTMA changes and the revisions related to occupancy that are described in a separate report.

In February 2023 HUD issued a final rule implementing Sections 102, 103 and 104 of the Housing Opportunity Through Modernization Act of 2016 (HOTMA). Staff brought changes related to Section 103 (only applicable to the Public Housing program) to the Board in April 2023. Sections 102 and 104 change various requirements related to income reviews and establish a new asset limitation. These changes apply to the Public Housing, Housing Choice Voucher (HCV), and Multifamily Housing programs. HUD originally announced that the effective date would be January 1, 2024 for all three programs; however, HUD later pushed back the compliance deadline for Public Housing and HCV to January 1, 2025. HUD has not delayed the compliance deadline for Multifamily housing, so these policy changes will impact interim and annual recertifications that are effective on or after January 1, 2024.

Though HUD has stated that they will issue further implementation guidance for HOTMA Sections 102, 103 and 104 in the spring or summer of 2023, no such guidance has been issued at this time. Once the guidance is issued, further changes to PHA policies or adjustments to the changes proposed in this report may be required. In addition, HUD has indicated that they intend to release an updated version of “HUD Handbook 4350.3: Occupancy Requirements of

Subsidized Multifamily Housing Programs”, which is the main guiding document for the Multifamily Housing program. That update will reflect both HOTMA and RAD-related changes. To the extent that any policy included in the TSP is inconsistent with the updated HUD Handbook 4350.3, staff will follow the updated Handbook.

**Revised Definitions.** HOTMA contains updated definitions of family, income and assets, as well as updated lists of exclusions from income and assets. Staff have incorporated these new definitions and exclusions into the updated TSP. The changes do not substantially change PHA operations.

**Revised Income Calculation.** Current practice and past HUD guidance required that PHAs project current income forward when calculating annual household income for determining rent. In contrast, HOTMA requires PHAs to determine the family’s actual income for the previous 12-month period and use this amount to determine rent for the year ahead. In determining household income for the previous 12-month period, the PHA must take into consideration any redetermination of income during the past year resulting from an interim reexamination of family income, and must account for any income changes not “picked up” in a redetermination of income (for example, increases in income that did not meet the threshold for an interim, or that were due to earned income).

**Asset Limitation and Threshold for Annual Verification.** Currently there is no asset limitation in the Multifamily program, and all assets over \$5,000 and income generated by the assets must be verified annually. The HOTMA final rule establishes a maximum asset limit of \$100,000; a family is not eligible to receive assistance if they either own more assets or own real property that is suitable for them to occupy as a residence. PHAs must not admit households

with assets exceeding the limit, and must terminate assistance to households found to have assets in excess of the limitation during occupancy. Staff are recommending delaying the termination for up to 6 months, as permitted by the HOTMA final rule.

HOTMA also increased the threshold for imputing income from assets from \$5,000 to \$50,000. Current policy is that if net family assets are more than \$5,000, annual income includes the greater of the actual income from the asset or a percentage of the value of family assets based on the current passbook savings rate, referred to as imputed income from assets. Going forward, staff will only impute income from assets if the net family assets exceed \$50,000. In addition, HUD currently permits residents and applicants and residents to self-certify the value and income from assets if the net family assets are under \$5,000, with third-party verification required only once every three years. HOTMA increases the threshold for self-certification to \$50,000.

**Interim Threshold Change.** Current procedure is that interim recertifications must be completed for households whose income has increased by \$200 or more per month, regardless of the source of income. HOTMA requires PHAs to change the threshold for completing interim increases from \$200 per month to a 10% increase, but income increases due to higher earnings do not trigger an interim recertification. The only exceptions are that an interim recertification will be conducted for an income increase, if the family previously reported a decrease in household income after their last annual recertification, or if the household was at zero income when the change occurred. HOTMA also permits but does not require PHAs to adopt the same 10% threshold for completing an interim recertification due to a decrease in income. However, staff are recommending keeping the current policy of processing interim recertifications for all decreases in income, regardless of amount.

**Deduction Updates.** Deductions are subtractions from a household’s gross annual income, yielding “adjusted annual income” that is the basis for determining the household’s payment for rent and utilities (TTP; Total Tenant Payment). HOTMA increased the standard deduction from \$400 to \$525 for households where the head, spouse or co-head is elderly or disabled. HOTMA kept the annual deduction for dependents at \$480, but both the elderly/disabled deduction and the dependent deduction are now indexed to inflation (rounded to the next lowest multiple of \$25).

HOTMA also raised the threshold for elderly or disabled households to deduct “health and medical care expenses” from 3% to 10%. The higher threshold also applies to

“Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with a disability, to the extent necessary to enable any member of the family (including the member who is a person with a disability) to be employed.”

The statute and final rule retained the deduction for “Reasonable child care expenses for household members under the age 13 that enable a household member to have paid employment or go to school”. Other details relating to these deductions are shown in the attachments.

**Hardship Exemptions for Deductions.** HOTMA creates two categories of hardship exemptions to the increased threshold for medical deductions. The first is for families who have been taking the deduction for “unreimbursed health and medical care expenses and reasonable attendant care and auxiliary apparatus expenses” based on the 3% threshold. For these households, the higher 10% threshold will be phased in, with expenses exceeding 5% of income deductible in the first year, 7.5% in the second year, and the full 10% effective the third year.

The second hardship exemption for medical deductions is for families that can demonstrate that the family’s health and medical care expenses or reasonable attendant care and auxiliary apparatus expenses increased, or the family’s financial hardship is a result of a change in

circumstances that would not otherwise trigger an interim reexamination. For these families, the PHA will deduct the eligible expenses in excess of 5 percent of the family's income for a period of up to 90 days, which can be extended for additional 90-day periods at the discretion of the PHA based on the family's circumstances or terminated if the PHA determines that the family no longer needs the exemption.

In addition, HOTMA creates a hardship exemption for households that become ineligible for the child care expense deduction (for example, because child care is no longer necessary to enable a member of the family to be employed or to further his or her education). These households can request a hardship exemption to retain the childcare expense deduction for 90 days if they can demonstrate that they would be unable to pay rent due to loss of the deduction.

**Housekeeping.** Staff added language regarding proof of Social Security numbers and required information regarding the eligibility of independent students to the TSP based on instructions from Du & Associates following their pre-MOR evaluation. In addition, staff updated the name of the program formerly known as Wilder Assisted Living Program (ALP), which is now called Wilder Home Care. None of these changes constitute a change in staff operations or practice.

All of the recommended policy changes are attached, with new language double-underlined and deleted text interlined.

LAF/FAH

Attachments: Resolution No. 23-8/23-01  
Tenant Selection Plan and PBRA Occupancy Policies for Project-Based Rental Assistance (PBRA) Properties (Multifamily Housing)

**PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL  
RESOLUTION NO. 23-08/23-01**

**AMEND TENANT SELECTION PLAN AND PBRA OCCUPANCY POLICIES FOR  
PROJECT-BASED RENTAL ASSISTANCE (PBRA) PROPERTIES**

WHEREAS, the Public Housing Agency of the City of Saint Paul (PHA) has undertaken to provide decent, safe and sanitary housing for families pursuant to Section 8 of the United States Housing Act of 1937, as amended (42 USC 1437, et seq.); and

WHEREAS, the PHA currently administers a Multifamily Project Based Rental Assistance (PBRA) program which now includes 3,836 units; and

WHEREAS, the Public Housing Agency of the City of St. Paul (PHA) has in effect a Tenant Selection Plan and PBRA Occupancy Policies for Project-Based Rental Assistance (PBRA) Properties dated December 18, 2019; and

WHEREAS, staff has recommended and the Board finds that it is necessary and appropriate to revise the Tenant Selection Plan and PBRA Occupancy Policies, to conform to federal regulations and to improve the administration of the program;

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of the Public Housing Agency of the City of Saint Paul, that the Tenant Selection Plan and PBRA Occupancy Policies for Project-Based Rental Assistance (PBRA) Properties are hereby revised as shown on the attachment, effective immediately.

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St. Paul PHA Tenant Selection Plan & PBRA Occupancy Policies  
For Multifamily Housing HOTMA – tracked changes



**PUBLIC HOUSING AGENCY  
OF THE CITY OF SAINT PAUL**

**TENANT SELECTION PLAN AND  
PBRA OCCUPANCY POLICIES**

**FOR**

**PROJECT-BASED RENTAL ASSISTANCE (PBRA)  
PROPERTIES**

**(Multifamily Housing)**

*Recommended for Approval by PHA Board Approval on of Commissioners August 23,  
2023 December 18, 2019*



## TENANT SELECTION PLAN AND PBRA OCCUPANCY POLICIES

### Introduction

The objective of this Tenant Selection Plan is to consolidate relevant policies and procedures affecting tenant selection pursuant to applicable federal and state laws and the Tenant Selection Regulations published by the HUD Occupancy Handbook – 4350.3 Rev.1, and the Rental Assistance Demonstration (RAD) Final Rule (PIH 2012-32).

The Tenant Selection Plan sets forth procedures for processing and selecting applicants, including the establishment of preferences and priorities, occupancy standards, rejection/denial standards, reviews and appeals of rejection/denial decisions, notice requirements, as well as continued occupancy. If there is any conflict between this policy and HUD's regulations, HUD's regulations will prevail.

This Tenant Selection Plan applies to the PHA's former public housing units that were included in the PHA's RAD conversion in 2019. The locations this Plan applies to are:

- Project 1: McDonough Homes
- Project 2: Hamline Hi-Rise  
Front Hi-Rise  
Seal Hi-Rise
- Project 3: Edgerton Hi-Rise  
Iowa Hi-Rise  
Wilson Hi-Rise
- Project 4: Roosevelt Homes
- Project 5: Mt. Airy Homes  
Mt. Airy Hi-Rise  
Valley Hi-Rise
- Project 6: Exchange Hi-Rise  
Wabasha Hi-Rise
- Project 7: Ravoux Hi-Rise  
Central Hi-Rise  
Neill Hi-Rise
- Project 8: Dunedin Terrace Family Development  
Dunedin Hi-Rise  
Cleveland Hi-Rise  
Montreal Hi-Rise

### 1. NON-DISCRIMINATION AND ACCESSIBILITY

It is the policy of the Public Housing Agency of the City of St. Paul (PHA) to fully comply with all Federal, State and local nondiscrimination laws; Title II of the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity. The PHA will administer its PBRA program in accordance with (a) the nondiscrimination and fair housing requirements set forth in 24 CFR part 5, including the

prohibition on inquiries regarding sexual orientation or gender identity set forth in 24 CFR 5.100 and 5.105(a) (2); and (b) the affirmative fair housing marketing requirements in 24 CFR part 200, subpart M and 24 CFR part 108.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, be refused the right to apply, or be otherwise subject to sexual orientation or gender identity discrimination under the PHA's programs.

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the PHA's housing programs and related services. In accordance with Title II of the Americans with Disabilities Act (ADA), a reasonable accommodation will be provided for disabled persons unless the PHA can demonstrate it would result in a fundamental alteration in the nature of the program or activity or in undue financial and administrative burdens. Persons requesting a special accommodation must complete the process as outlined in the PHA's Reasonable Accommodation Policy. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability. Because disabilities are not always apparent, the PHA will inform all applicants/residents of the opportunity to request a reasonable accommodation. All decisions granting or denying requests for a reasonable accommodation will be in writing.

The PHA will make every reasonable effort to provide handicap accessible units to families with individuals who have physical disabilities and require such units.

The PHA will endeavor to provide meaningful access to its programs and activities by persons with Limited English Proficiency (LEP). The PHA may do this by employing bilingual staff, or by providing access to people who speak languages other than English, in order to assist persons who do not speak English as their primary language or who have limited ability to read, write, speak, or understand English (LEP persons). In determining whether it is feasible to provide written translations of documents written in English, the PHA will consider the number or proportion of applicants eligible to be served or participants in the jurisdiction who are LEP persons and the estimated cost to the PHA per client. The PHA will refer to census data to determine the number or percentage of the population eligible to be serviced for each LEP language group. The PHA will annually review and update the LEP plan to ensure the needs of LEP applicants and residents are addressed according to the needs of the jurisdiction.

## **2. TAKING APPLICATIONS**

Families wishing to apply for the PHA's Multifamily RAD/Project-Based Rental Assistance (PBRA) program will be required to complete an online pre-application for housing assistance by visiting [www.stpha.org](http://www.stpha.org). When one or more PHA waiting lists are open, online pre-applications can be completed and submitted 24-hours a day, 7-days a week.

Pre-applications are taken to compile waiting lists for all sizes of rental units (by number of bedrooms). The PHA will open and close the waiting lists as needed to maintain an adequate supply of applicants.

When a family is near the top of the waiting list, the PHA will require the applicant to complete a full application in order to determine economic and non-economic eligibility for tenancy. The eligibility determination will require verifications of income, assets, housing history, and criminal history for all adults. An application will be considered complete when all data and information necessary for the PHA to determine the family's eligibility, including all verifications and supporting documentation, are received. All documentation relating to eligibility will be made a part of the applicant's record.

The application constitutes the basic record for each family applying for PHA admission or continued occupancy. Each family must supply information required for a complete application and sign the application. Each application for admission will be documented by the PHA as to: (1) the date and time of receipt; (2) the appropriate unit size; (3) preference rating (if applicable); (4) determination of eligibility; (5) where applicable, the date of the assignment to a dwelling unit and identification of the property assigned; (6) where applicable, the date a vacant unit was offered to the applicant, the date of the applicant's rejection of the offer, reason for rejecting the unit, and identification of the property offered.

Persons with disabilities who require a reasonable accommodation in completing an application may contact the PHA to make special arrangements.

The applicant may at any time report changes in their applicant status, including changes in family composition, income, or preference factors. The PHA will annotate the applicant's file and will update their place on the waiting list based on reported changes.

A family may file an application for more than one of the PHA's housing programs without affecting their status on any of the waiting lists. However, adult household members can only be included in one household on the PHA Multifamily RAD/PBRA waiting list.

### 3. ELIGIBILITY FOR ADMISSION

There are five basic eligibility requirements for admission to the PHA's Multifamily RAD/PBRA program. The applicant must: 1) qualify as a family; 2) have an income within the income limits; 3) meet citizenship/eligible immigrant criteria; 4) disclose Social Security numbers (where applicable) and provide documentation; and 5) sign documents authorizing the PHA to obtain information from third parties (employers, etc.) required to verify eligibility.

#### A. Economic Eligibility Criteria

1. Family status. Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

(1) A single person, who may be:

(i) an elderly person, displaced person, disabled person, near-elderly person, or any other single person;

(ii) an otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 U.S.C. 675(5)(H)), and is homeless or is at risk of becoming homeless at age 16 or older; or

(2) A group of persons residing together, and such group includes, but is not limited

to:

(i) A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);

(ii) An elderly family;

(iii) A near-elderly family;

(iv) A disabled family;

(v) A displaced family; and

1. (vi) The remaining member of a tenant family. "Family" includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status, as outlined in 24 CFR § 5.403:

- a. ~~A family with or without children. Such a family is defined as a group of people related by blood, marriage, adoption or affinity that lives together in a stable family relationship. Children temporarily absent from the home due to placement in foster care are considered family members.~~
- ~~Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size and income limits.~~
- b. ~~An elderly family is a family whose head, spouse, co-head or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in-aides.~~
- ~~A disabled family is a family whose head, spouse, co-head or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in-aides.~~
- ~~A displaced family is a family in which each member, or whose sole member, has been displaced by governmental action, or 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.~~
- ~~A remaining member of a tenant family provided they meet all other eligibility requirements.~~
- f. ~~A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family. See information below on admission of a full-time college student.~~

Commented [LF1]: Should we leave some of these explanations in here?

2. **Admission of College Students:** Management must determine a student's eligibility at move-in, annual recertification, initial certification, and at the time of an interim recertification if the family reports that a household member is a student.

Assistance *shall not be provided* to any individual who:

- Is enrolled as a full or part-time student at an institution of higher education for the purpose of obtaining a degree, certificate, or other program leading to a recognized educational credential; and
- Is under the age of 24; and
- Is not a veteran; and

- Is not married; and
- Is not a person with disabilities, and was not receiving assistance as of November 30, 2005; and
- Does not have a dependent child; and
- Is not living with his/her parents who are receiving Section 8 assistance; and
- Is individually ineligible for section 8 assistance or has parents who are, and individually or jointly, ineligible for assistance; and
- Is not eligible as an independent student as defined by the U.S. Department of Education; and
- Has not established a separate household from parents for at least one year prior to application or has not been claimed as a dependent by parents pursuant to IRS regulations.

Any financial assistance a student receives (1) under the Higher Education Act of 1965, (2) from private sources, or (3) from an institution of higher education that is in excess of amounts received for tuition (as defined by the institution) is included in annual income, except if the student is over the age of 23 with dependent children, or is living with his or her parents who are receiving assistance.

To align with HUD guidance, the PHA will adopt exceptions for students who are under 24 years of age to receive assistance if the student can demonstrate independence from parents or the absence of parents.

For a student to be eligible independent of his or her parents, the student must:

- Be of legal contract age under state law;
- Have established a household separate from parents or legal guardians for a least one year prior to application for occupancy, OR meet the U.S. Department of Education's definition of an independent student.;
- Not be claimed as a dependent by parents or legal guardians pursuant to IRS regulations; and
- 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.

Definition of an Independent Student: An individual who is:

- 24 years of age or older by December 31<sup>st</sup> of the award year
- An orphan, in foster care, or ward of the court, or was one of these at any time when they were 13 or older
- Emancipated minor
- Veteran of the U.S. Armed Forces or is currently on active duty
- Graduate or professional student
- Married
- Has legal dependents other than a spouse
- If a financial aid administrator provides documentation of independence by reason or other unusual circumstances
- Unaccompanied youth (homeless) or at risk of homelessness and was self-supporting during the school year as verified by the following:
  - Local education agency's official homeless liaison

- Director of a program funded under the Runaway and Homeless Youth Act
- Director of a program funded under subtitle V of the IV of the McKinney-Vento Homeless Assistance Act (emergency shelter grants)
- Financial aid administrator

Definition of a “Vulnerable Youth” is an Independent Student who meets one of the criteria below:

- Orphan, in foster care or a ward of the court
  - An emancipated minor or in legal guardianship
  - Homeless or at risk of homelessness and is self-supporting
3. **Income Eligibility.** Pursuant to HUD Regulations, admission will be limited to those families whose annual income does not exceed the applicable income limits. Income Limits are made part of this Plan by reference. Currently the limit is set at low income level, which is at or below 80% Area Median Income (AMI) for the Minneapolis-St. Paul-Bloomington Fair Market Rent Area.
4. **Citizenship Requirements.** By law, assistance in subsidized housing is restricted to the following:
- a. U.S. citizens or nationals; and
  - b. Non-citizens who have eligible immigration status as determined by HUD.

All family members, regardless of age, at admission must declare their citizenship or immigration status. U.S. citizens must sign a declaration of citizenship.

Noncitizens (except those aged 62 and older) must provide a signed declaration of eligible immigration status, a signed verification consent form and submit one of the HUD-approved DHS documents verifying their immigration status or sign a declaration that they do not claim to have eligible immigration status. Noncitizens aged 62 and older must sign a declaration of eligible immigration status and provide a proof of age document.

The PHA will utilize the Multifamily Systematic Alien Verification for Entitlements (SAVE) System to verify the validity of documentation provided by non-citizen applicants. The PHA will follow all Section 214 regulations in providing applicants with due process if the applicant appeals the SAVE System results.

**Note:** The PHA will not delay a family’s assistance if the family submitted its immigration documentation in a timely manner, but the DHS verification or appeals process has not been completed. If a unit is available, the family has come to the top of the waiting list, and at least one member of the family has been determined to be eligible, the PHA will offer the family a unit. However, the PHA will only provide assistance to the family members determined to be eligible and to those family members that submitted their immigration documents on time. If any family members do not provide the required immigration documentation, then the assistance for the family will be prorated.

A mixed family is a family with one or more ineligible family members and one or more eligible family members. A mixed family may receive prorated assistance, continued

assistance, or a temporary deferral of termination of assistance. Mixed families qualify only for pro-rated assistance in accordance with HUD regulations. (24 CFR Part 5)

Applicants who hold a non-citizen student visa are ineligible for assistance as are any non-citizen family members living with the student. However, spouses and children who are citizens may receive assistance.

**5. Social Security Number Requirements**

All household members (including foster children and live-in aides), regardless of age, must disclose their complete and accurate Social Security Number (SSN) and provide acceptable documentation to verify such SSN. If an individual that is required to disclose SSN does not have a SSN, they must apply to SSA for a SSN using SSA form SS-5.

*Exception:* Those individuals who do not contend eligible immigration status or tenants who were aged 62 or older as of January 31, 2010, and whose initial determination of eligibility was begun before January 31, 2010.

Failure to disclose and provide documentation and verification of SSNs as required will result in an applicant not being admitted.

If an applicant household has completed the admissions process, but all household members have not disclosed and/or provided verification of their SSNs at the time a unit becomes available, the next eligible applicant must be offered the available unit. The applicant must disclose and provide verification of SSNs for all household members to the owner within 90 days from the date they are first offered an available unit.

If the PHA has determined that the applicant is otherwise eligible for admission, and the only outstanding verification is that of disclosing and providing verification of the SSNs for all household members, the applicant may retain his or her place on the waiting list for the 90-day period during which the applicant is trying to obtain documentation. The applicant who has not disclosed and provided verification of SSNs for all household members may retain their position on the waiting list for 90 days. After 90 days, if the applicant has been unable to provide acceptable verification of SSNs, the applicant will be determined ineligible. If a child under the age of 6 is added to a family during the 6 months prior to admission, the family has 90 days to supply an accurate SSN. One 90-day extension may be granted to families failing to meet the initial 90-day timeline. When an extension is granted, the family may be asked to provide documentation of their failure to meet the initial timeline.

**6. Consent and Verification Forms**

Each family head, spouse, or co-head, regardless of age, and all other household members who are at least 18 years of age must sign and date the HUD-required consent forms, HUD-9887, Notice and Consent for the Release of Information, and form HUD 9887-A, Applicant's/Tenant's Consent to Release of Information Verification by Owners of Information Supplied by Individuals Who Apply for Housing Assistance.

The release forms must be signed at initial certification and each annual recertification. All adult members regardless of whether they report income must sign and date these forms

annually.

In addition, all adult members of an applicant or resident family must sign individual consent and verification forms authorizing management to verify family income and other applicable eligibility factors; e.g., disability status, criminal history.

If the applicant or resident, or any adult member of the household does not sign and submit the consent forms as required, the PHA must deny assistance and admission to the entire family. For current residents, the assistance will be terminated and the family charged market rent.

**B. Non-Economic Eligibility Evaluation**

Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the St. Paul PHA Multifamily RAD/PBRA lease. The PHA will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the property's environment, other residents, PHA employees, or other people residing in the immediate vicinity of the property.

1. **Criminal History.** An applicant with a history of violent criminal activity will be denied admission for seven (7) years from the most recent offense, provided they have not engaged in other instances of criminal activity during that period.

An applicant with a history of drug-related criminal activity will be denied PHA admission for seven (7) years from the most recent offense, provided they have not engaged in other criminal or drug activity during that period; except that any household member who has been convicted of manufacturing or producing methamphetamine (speed) in any federally assisted housing property will be denied for life.

Any household member who has a lifetime registration under a lifetime State sex offender registration program will be denied for life.

No applicant who has been a victim of domestic violence, dating violence, or stalking will be denied admission if they are otherwise qualified. The PHA will give an applicant who claims victim status 14 business days after written request to certify either by:

- a. Completing a form titled "Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking, and Alternate Documentation" (Form HUD-5382), which is available at the PHA's Central Administrative Office, located at 555 Wabasha St. N, St. Paul, MN 55102, or any PHA building management office; or
- b. Providing the PHA with documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim (applicant or another member of applicant family) has sought assistance in addressing domestic violence, dating violence, or stalking or the effects of the abuse (this certification must be sworn under penalty of perjury); or

Producing a Federal, State, or local police or court record.

At lease signing, the PHA will require the tenant(s) to execute the VAWA Lease Addendum (Form HUD-91067).

2. **Other Non-Economic Eligibility Criteria.** Otherwise eligible families will be denied admission if they fail to meet the non-economic eligibility criteria. The PHA will consider objective and reasonable aspects of the family's background, including the following:
  - a. History of meeting financial obligations, especially rent;
  - b. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other residents;
  - c. History of criminal activity by any household member involving physical violence against persons or property, drug-related criminal activity (e.g. illegal manufacture, sale, distribution, possession, or use of a controlled substance), and any other criminal activity that would adversely affect the health, safety, or wellbeing of other residents or staff or cause damage to the property;
  - d. History of disturbing neighbors or destruction of property;
  - e. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived therefrom; and
  - f. Current alcohol abuse or a history of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.
3. **Non-Economic Screening.** The PHA will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The PHA will verify the information provided. Such verification may include but may not be limited to the following:
  - a. A credit check of the head, spouse, and co-head;
  - b. A rental history check of all adult household members;
  - c. A criminal background check on all adult household members, including live-in aides. This check will be made through State or local law enforcement, court records, and/or the FBI's National Crime Information Center (NCIC);
  - d. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No individual registered with this program will be admitted to PBRA housing.
  - e. A check of HUD's Enterprise Income Verification (EIV) Existing Tenant Search for each household member to determine if the applicant or any applicant household

members are currently receiving HUD housing assistance (i.e., residing at another HUD Multifamily Housing or Public and Indian Housing (PIH) location). If the Existing Tenant Search Report identifies the applicant or any applicant household member is receiving rental assistance in another location, the information contained in the report will be addressed with the household member. The household member will be given an opportunity to explain any circumstances relative to his/her being assisted at the other location.

**C. Grounds for Denial**

The PHA may deny assistance to applicants who:

1. Do not meet all of the eligibility criteria;
2. Do not supply information or documentation required by the application process within the time allowed;
3. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
4. Have a history of not meeting financial obligations, especially rent;
5. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other residents;
6. Have a history of criminal activity by any household member involving physical violence against persons or property, drug-related criminal activity (e.g. illegal manufacture, sale, distribution, or use of drugs or alcohol), and any other criminal activity that would adversely affect the health, safety, or wellbeing of other residents or staff or cause damage to the property;
7. Have a history of disturbing neighbors or destruction of property;
8. Currently owe rent or other amounts to any housing authority in connection with their public housing or Section 8 programs;
9. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived therefrom;
10. Were evicted from assisted housing within the past seven (7) years because of criminal activity involving physical violence against persons or property, and/or drug-related criminal activity (e.g. illegal manufacture, sale, distribution, possession, and/or use.);
11. Have illegally used a controlled substance or abused alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
12. Have engaged in or threatened abusive or violent behavior towards any PHA staff member or resident;
13. Have a household member who has been evicted from subsidized housing within the past seven (7) years;
14. Have a family household member who has been terminated from the PHA's Section 8 program within the past seven (7) years;
15. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a federally subsidized housing program;
16. **Denied for Life:** Has a lifetime registration under a State lifetime sex offender registration program.

**D. Ineligibility Notification/Informal Review/Hearing**

1. **Ineligibility Notification and Hearing Request.** If the PHA determines that an applicant does not meet the economic or non-economic eligibility criteria to receive assistance, the PHA will promptly provide the applicant with written notice of the determination. The notice will contain a brief statement of the reason(s) for the decision. The notice shall also state that applicants may request an informal hearing on the decision and shall describe how to obtain the informal hearing. This written request must be submitted to the PHA Rental Administrator within 14 calendar days from the date of the PHA's notice of ineligibility. If an applicant does not request a hearing in accordance with this section, then the PHA's determination denying the applicant's admission into the PBRA program will become final. However, the failure to request a hearing does not constitute a waiver by an applicant of the right to contest the PHA's denial of admission in an appropriate judicial proceeding.

2. **PHA Admission Hearing Committee.** Informal hearings shall be conducted by the PHA Admission Hearing Committee. The Committee consists of up to two PHA staff members who did not participate in the initial admissions decision and current St. Paul PHA residents. Three members of the Committee constitute a quorum.

Hearings conducted by the PHA Admission Hearing Committee are informal, and oral and documentary evidence may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The applicant must be given the opportunity to present written or oral objections to PHA's decision. The Committee will require the PHA, the Complainant, lawyers or other representatives and other participants and/or spectators to conduct themselves in an orderly fashion, and failure to do so may result in exclusion from the proceedings or in a decision against the disorderly party.

3. **Decisions.** The decision of the Committee shall be by majority vote. In the event of a tie, the decision of the PHA will be upheld. The PHA Resident Hearing Committee secretary will prepare a written summary of the hearing indicating the vote of the Committee within five (5) calendar days after the hearing. A copy of this decision will be mailed to the Complainant. A decision by the PHA Resident Hearing Committee in favor of the PHA or which denies the relief requested by the Complainant, in whole or in part, is not a waiver by the Complainant of the right to bring an action in a court of law or other appropriate forum.

4. **INS/Homeland Security Appeals.** The participant family may request that the PHA provide for an Informal Hearing after the family has notification of an INS/Homeland Security decision on their citizenship status on appeal, or in lieu of a request for appeal to the INS/Homeland Security. This request must be made by the participant family within 30 days of the Notice of Denial or Termination of Assistance, or within 30 days of the notification of the INS/Homeland Security appeal decision.

In such cases, the Informal Hearing Process above will be utilized with the exception that the family will have up to 30 days from the Notice of Denial or Termination of Assistance, or of the INS appeal decision.

#### 4. MANAGING THE WAITING LIST

##### A. Opening and Closing the Waiting List

Opening of the waiting list will be announced with a public notice stating that applications for multi-family housing are being accepted. The public notice will state where, when, and how to apply. The notice will be published on the PHA's main webpage at [www.stpha.org](http://www.stpha.org) as well as on other mediums specified in the PHA's Affirmative Fair Housing Marketing Plan (AFHMP). The public notice will note any limitations to who may apply and the size of units available (by number of bedrooms) for which the PHA is accepting new applications.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program, and such applicants will not lose their place on other waiting lists when they apply for PBRA housing. The notice will include the Fair Housing logo and slogan and will be in compliance with Fair Housing requirements.

Closing of the waiting list will also be announced with a public notice. The public notice will state the date the waiting list will be closed and for what bedroom sizes. The public notice will be published on the PHA's main webpage as well as on other mediums specified in the AFHMP.

**B. Organization of the Waiting List**

The waiting list is organized by bedroom size. Applicants can find information relative to each site (location, amenities, availability of handicapped-accessible units, etc.) on the PHA website.

The waiting list will be maintained in accordance with the following guidelines:

1. The application will be incorporated into the permanent resident file;
2. All applications will be maintained in order of bedroom size, preference, and then in order of date and time of application; and
3. Any contact between the PHA and the applicant will be documented in the applicant file.

**C. Purging the Waiting List**

The PHA will update and purge its waiting list as needed to ensure that the pool of applicants reasonably represents the interested families for whom the PHA has current information (i.e. applicant's address, family composition, income category, and preferences).

**D. Removal of Applicants from the Waiting List/Cancelation**

The PHA will not remove an applicant's name from the waiting list unless:

1. Applicant requests that their name be removed (voluntary cancelation);
2. Applicant fails to respond to a written request for information or a request to declare their continued interest in the program (including a waiting list update or purge notice);
3. Applicant fails to appear for scheduled appointments with PHA staff;
4. Applicant does not meet either the economic or non-economic eligibility criteria for the program (see Section 3D above for informal review/hearing procedures);
5. Applicant rejects two unit offers; or

6. Applicant receives and accepts an offer of housing.

**E. Voluntary Cancellation**

The PHA will cancel an application at the request of an applicant, either before or during the eligibility determination process. After a voluntary cancellation, applicants will be reinstated to their previous place on the list only if they contact the PHA in writing within 60 days from the date of cancellation. After 60 days the applicant may reapply if the waiting list is open.

**F. Cancellation Due To Failure to Provide Documentation or Declare Continued Interest**

The PHA will cancel an application if the applicant fails to provide documentation required to determine program eligibility. Before canceling the application, the PHA will send the applicant a notice listing what information is required and stating that the application will be canceled if the applicant does not provide the information by the deadline stated in the notice. If the applicant does not provide the required information within the time allowed, the PHA will send a second letter stating that the application has been canceled. That letter will also give the applicant 15 business days from the date of the letter to provide the required information to the PHA. If the applicant does not provide the information within that time period, the application will remain canceled. In that event, the applicant may reapply after 60 days, if the waiting list is open.

The PHA will cancel an application if the applicant fails to respond to waiting list update or purge notice. After cancellation due to failure to respond to a waiting list update/purge, the applicant can be reinstated to the same place on the waiting list only if he or she contacts the PHA in writing (including using the PHA's online applicant portal) within 60 days after the cancellation date. The applicant will be reinstated to the same place on the waiting list.

**G. Cancellation Due To Missed Appointments**

All applicants who fail to keep a scheduled appointment with the PHA will be notified that their application is being canceled.

The PHA will allow the family to reschedule for good cause. Generally, no more than one opportunity will be given to reschedule without good cause, and no more than two opportunities will be given for good cause. When good cause exists for missing an appointment, the PHA will work with the family to find a more suitable time.

If the application has been canceled due to missed appointments, the applicant will be reinstated to the same place on the waiting list only if he or she contacts the PHA within 60 days from the date of the cancellation. An applicant can only be reinstated one time following cancellation due to a missed appointment. After 60 days beyond the cancellation date, the applicant may reapply if the waiting list is open.

**H. Removal From The Waiting List Due To Unit Offer Rejections**

Applicants will be removed from the waiting list after they have rejected two unit offers. Applicants removed from the waiting list for this reason are not eligible for reinstatement, and may reapply 12 months after being removed from the waiting list for this reason if the waiting list is open.

**I. Notification of Cancellation/Removal From The Waiting List**

Any applicant whose name is being removed from the waiting list due to cancellation will be notified by the PHA, in writing, of the applicable timeframe when they are eligible to request reinstatement. The letter will also indicate when they will be eligible to reapply.

## 5. TENANT SELECTION AND ASSIGNMENT

### A. Preferences

The PHA uses local preferences to prioritize applicants on the Multifamily RAD/PBRA Waiting List. The PHA will select families from the waiting list based on the following preferences:

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1. **Residency Preference:** This preference is given to applicants whose head of household or spouse:
  - a. Lives in the City of Saint Paul;
  - 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.

Applicants who qualify for a Residency Preference will receive two (2) points.

~~—~~**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.

2. Applicants who qualify for a Veteran's or Service Person Preference will receive two (2) points.
  - 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. **Elderly, Disabled, or Displaced Preference:** This preference is given to families whose head, spouse, co-head, or sole member is elderly (62+), disabled receiving a fixed income (Examples: Social Security (Retirement, Survivors and Disability Insurance; RSDI), Supplemental Security Income (SSI), Veterans Benefits, etc.), or displaced. Applicants who qualify for this preference by being 62 or older, disabled, or displaced will receive five (5) points.
4. **Special Program Preference:** This preference is given to an applicant who has been approved to participate in one of the PHA's special programs (CHSP, ASI, Wilder Home CareALP, or other special program) that operate on PHA premises. Applicants receiving

this preference will only be eligible for admission into a unit assisted by one of the PHA's special programs. Staff must confirm that applicants qualify for this preference by obtaining written verification of an applicant's current acceptance into a special program from special program staff members. Applicants who qualify for a Special Program Preference will receive five (5) points.

5. **Current Tenant Unit Transfer Preference:** This preference is given to current PHA multifamily residents who have been approved to transfer to another multifamily unit outside of their current project. An approved request to transfer between projects qualifies a resident to be placed on the general multifamily waiting list with the Current Tenant Unit Transfer preference and the appropriate weight based on transfer type. Residents who qualify for a Current Tenant Unit Transfer Preference will receive ten (10) points and will be added to the multifamily waitlist without regard to whether the waitlist is open to new applicants. Current residents who receive this preference are not eligible for any other waitlist preferences. For more information about unit transfers, refer to Section 6.

**B. Selection from the Waiting List**

Applicants are able to claim preferences and be assigned applicable preference points based on the above preferences. Applicants must provide proof of each local preference they are claiming. This can be done through third party verification or individual certifications. Preference points are cumulative. For example, an applicant who qualifies for a Veteran's and Elderly Preference will receive a total of seven points. The date and time of application will be noted and utilized to determine the sequence within the above prescribed preferences. Applicants with no local preferences are given the lowest priority for assistance and are selected from the waiting list according to the date and time of their application only after the list of applicants with preference points has been fully exhausted.

Occasionally families on the waiting list who did not qualify for a local preference at the time they applied for rental assistance will experience a change in circumstances that now qualifies them for a local preference. In such instances, it is the family's responsibility to contact the PHA. Families certifying that they qualify for a local preference will be repositioned on the waiting list in accordance with their new preferences and their original date and time of application. They will then be informed in writing of their change in status and their place on the waiting list.

~~Within all preference categories for admission to general population and mixed population properties, single persons who are elderly (62+), disabled, or displaced will have preference over and be offered housing before other single persons. Single persons who are not elderly, disabled, or displaced will be admitted to a mixed population property only after all elderly, disabled, and displaced families have been offered units.~~

**Accessible Units:** Accessible (ADA compliant) units will be offered first to families who may benefit from the accessible features. A vacant accessible unit will be offered to a current resident who has been approved for a transfer to an accessible unit before an eligible applicant family. Applicants for these units will be selected utilizing the same preference system as outlined above. If there are no applicants who would benefit from the accessible features, the

units will be offered to other applicants in the order that their names come to the top of the waiting list(s). Such applicants, however, must sign a release form stating they will accept a transfer (at their own expense) if, at a future time, a family requiring an accessible feature applies. Any family required to transfer from an accessible unit will be given a 30-day notice.

**C. Assignment of Bedroom Sizes (Occupancy Guidelines)**

The following guidelines will determine each family's unit size without overcrowding or over-housing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	2
1	1	2
2	2	6
3	3	8
4	4	10
5	5	12

In determining bedroom size, the PHA will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school, or children who are temporarily in foster-care.

In addition, the following considerations may be taken in determining bedroom size at initial occupancy:

1. The age, sex, and relationship of members of the household may be taken into consideration in assigning unit sizes:
  - a. Minors of the opposite sex, who are six years of age or older, will not be required by the PHA to share the same bedroom. Bedroom space will be allowed for the following circumstances:
    - (i) Children away during the school year;
    - (ii) Children away part time under joint custody arrangements, but who reside in the household at least 50% of the year.
    - (iii) Children whose return to physical custody of a household member is imminent and can be documented; or
    - (iv) Unborn children of pregnant household members.
  - b. Persons of different generations, adults of the opposite sex (other than married couples,

or couples who have a marital type relationship), and unrelated adults will not be required by the PHA to share a bedroom.

2. Verifiable medical needs or other extenuating circumstances will be taken into consideration in determining the size of the unit. For example, a live-in care attendant, who is not functioning as a member of the household, would be entitled to a separate bedroom.
3. **Exceptions:** At the request of the applicant or resident, the Rental Administrator or Housing Manager will consider exceptions to the standards. Such a request will be approved if the Rental Administrator or Housing Manager agrees that the proposed variance:
  - a. Is necessary to provide additional space needed by the household that is not provided for by the considerations of Section 5C of this policy; or
  - b. Will result in the household occupying a dwelling unit that is one bedroom smaller than the household should have if the considerations of Section 5C of this policy are followed.
  - c. Will still meet the minimums and maximums listed in Section 5C of this policy.
  - d. Subsequent transfers may not be done within the first twelve months of initial occupancy.

**D. Deconcentration of Poverty**

The PHA will affirmatively market its housing to all eligible income groups in accordance with its Affirmative Fair Housing Marketing Plan (AFHMP). Lower income residents will not be steered toward lower income properties and higher income people will not be steered toward higher income properties. Toward this end, the PHA will:

1. Provide information and referral services that link residents to supportive services, such as child care, job training and placement programs, and case management;
2. Establish contract rents in accordance with HUD Multi-family guidelines.

~~Prior to the beginning of each fiscal year, the PHA will analyze the income levels and demographic characteristics of families residing in each of its properties and the families on the waiting list. Based on this analysis, the PHA will determine marketing strategies for deconcentration.~~

**E. Offer of a Unit**

Residents who have been approved to transfer are given preference on the internal unit transfer waiting list. Current residents transferring from one unit to another will be offered a unit before an applicant. Unit transfers will be weighted and offered in the following order:

1. Emergency / VAWA
2. Reasonable Accommodation
3. Maintenance Transfer
4. Special Program Transfer

5. Mandatory Occupancy Transfer
6. Need for Accessible Unit

When the PHA determines that a unit will become available, the PHA will first refer to the unit transfer waiting list to see if the unit meets the requirements of an approved transfer request. If the unit is not needed to satisfy a transfer request, the PHA will contact the first family on the waiting list who has the highest priority for this type and size of unit and whose income category would help to meet the income targeting goal.

The PHA will contact the family by one of the following methods:

1. Phone Call
2. Email Message
3. Text Message
4. St. Paul PHA Web Portal

In some cases, a written notice may be in the form of a mailed, first class letter. In any event, the family will be given no more than two (2) business days from the date of notification (or letter) to contact the PHA regarding the offer. If the applicant fails to respond within two (2) business days, the unit offer will be considered rejected and the apartment will be offered to the next applicant on the waiting list. The offer and the family's decision must be documented in the tenant file.

**F. Rejection of a Unit**

If an applicant does not accept the first unit offered, they will not lose their place on the waiting list. If the family rejects the second unit offered, the family will be removed from the waiting list. The family will be eligible to reapply 12 months or more after being removed from the waiting list for this reason, if the waiting list is open.

If the family rejects the unit offer due to inability to move or because they require a reasonable accommodation, they may remain on the waiting list.

1. **Inability to Move.** If the applicant is willing to accept the first unit offered but is unable to move into assisted housing at the time of the offer and presents clear evidence that is satisfactory to the PHA, the inability to move will not count as a refusal and the applicant's position on the waiting list will not change. For example, if the applicant is unable to move because of a current lease obligation, they would need to provide a copy of their lease. The PHA would resume offering units upon expiration of that lease, upon request from the applicant, or after 12 months, whichever occurs first. The PHA will only excuse unit turndowns on one occasion due to inability to move.
2. **Reasonable Accommodation.** If the applicant requests a different unit as a reasonable accommodation, the person's handicap or disability and its relationship to the requested accommodation must be verified by a health care professional who has current, personal knowledge of the applicant's medical condition(s).

## 6. UNIT TRANSFERS

### A. Transfer Requests

The Housing Manager for the hi-rise development or PBRA management area in which the resident currently resides is the initial contact for all types of transfers. A resident may request a transfer at any time *after their first year of residency* by completing a transfer request form. In considering the request, the PHA may request a meeting with the resident to better understand the need for transfer and to explore possible alternatives. The PHA will review the request in a timely manner, and if a meeting is desired, the resident will be contacted to schedule a meeting.

A resident must be in good standing with the PHA to be eligible for a transfer. This means the family must be in compliance with their lease, current on all payments to the PHA, and must pass a housekeeping inspection. Residents must not be under a pending termination or other adverse action related to things including, but not limited to, poor upkeep of unit or grounds, non-payment of rent or other charges, or chronic late rent. If the transfer request is approved, the family's name will be added to the transfer waiting list for the current project. The PHA will only approve transfers to a unit in a different project if the request is necessary and would otherwise be impossible to facilitate within the family's current project. If the request is approved and a transfer to a different project is required, the family's name will be added to the PHA's multifamily waiting list with the Current Tenant Unit Transfer Preference. If the transfer is denied, the denial letter will advise the family of their right to utilize the grievance procedure.

### B. Mandatory Transfers

Transfers are divided into two general categories: mandatory transfers and voluntary transfers.

1. Mandatory Transfer Types. A tenant will be required to move to another unit that is decent, safe and sanitary and is of an appropriate size under the PHA's Occupancy Standards under the following circumstances:

- a. *Occupancy Transfer.* The tenant may be required to move if the PHA determines that the tenant is living in a unit which is larger or smaller than the PHA's Occupancy Standards allow for the household size; or
- b. *Need for Accessible Unit.* The tenant may be required to move if the PHA determines that the unit is otherwise inappropriate for the household size or composition, including, but not limited to, when a unit that has been modified for a person(s) with disabilities is being occupied by a household that does not include a person(s) with disabilities; or
- c. *Maintenance Transfer.* The tenant may be required to move if the PHA determines that the unit requires substantial repairs, is scheduled for modernization, or is not in decent, safe, and sanitary condition. Maintenance transfers may be temporary or permanent, depending on the cause of the maintenance issue, the nature of the repair work, and the availability of temporary units.
- d. *Administrative Transfer.* The tenant may be required to move if the PHA determines

that extenuating circumstances or administrative considerations require it. Such circumstances include, but are not limited to, compliance with the terms of a negotiated settlement agreement.

2. **Timing When Current Unit is Habitable.** If the current unit is habitable, the tenant must move to the new unit and turn in keys for the previous unit within thirty (30) days after the PHA notifies the tenant of the new unit's availability. If the tenant fails to move and remains in the current unit, the tenant must pay the HUD-approved market rent for the unit effective the first of the month following the failure to move.
3. **Timing When Current Unit is Uninhabitable.** If a tenant's current unit is determined by the PHA to be uninhabitable, or if substantial repair or modernization work is otherwise required, the tenant must move to a new unit immediately upon the PHA's request. If the tenant, a member of the tenant's household, a guest, or other person under the tenant's control caused the uninhabitable condition of the unit, the tenant shall pay all moving expenses and the cost of repair to the unit.
4. **Number of Transfer Offers.** Tenants subject to mandatory transfer will generally receive two (2) offers of alternative of housing unless the circumstances surrounding the transfer reasonably require a single unit offer. If the tenant rejects the first unit offer, the tenant must accept the second offer. The tenant's refusal to accept a second unit offer (or refusal to accept the first offer in cases where only a single unit is offered) will result in the tenant being responsible for HUD-approved market rent for the unit and/or termination of the lease, depending on the nature of the mandatory transfer.

**C. Voluntary Transfers**

Tenants must generally be in good standing with the PHA to be eligible for a voluntary transfer. Tenant must not be under a pending termination or other adverse action based on circumstances including, but not limited to, poor housekeeping and nonpayment of rent or other charges.

1. **Voluntary Transfer Types.** Tenant may request transfer to a different PBRA unit in the following circumstances:
  - a. *Discretionary Occupancy Transfer.* Tenants may request a transfer if the number of family members in Tenant's household does not exceed the maximum for the tenant's current unit size (number of bedrooms) but the household's composition makes the family eligible for a unit that is larger than their current unit. Families may request transfer if they are eligible for a larger unit. Discretionary Occupancy Transfers may be approved if they can be accommodated within the family's current project. Discretionary Occupancy Transfers will not be approved across projects unless the household is at the maximum occupancy for their current unit and no appropriately-sized unit exists within their current project.
  - b. *Reasonable Accommodation Transfer.* Tenants may request a transfer to another PBRA unit as a reasonable accommodation for a handicap or disability. The need for transfer and its relationship to a disability must be verified by a healthcare professional familiar with the resident's condition. The transfer request must be reviewed and

approved by the PHA in accordance with the requirements governing requests for reasonable accommodations.

- c. *VAWA Transfer*. In accordance with the Violence Against Women Act (VAWA) and associated regulations, tenants who are victims of domestic violence, dating violence, sexual assault, or stalking may request emergency transfer to a different PBRA unit or location if the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit.
  - d. *Special Program Transfer*. Tenant may request a transfer to a different PBRA unit as necessary to facilitate moving into or out of a special PHA program that provides services at a particular PBRA unit or building. Such special programs include, but are not limited to, Congregate Housing Services Program (CHSP), Wilder Home Care Program, Assisted Living Program (ALP), and Accessible Space Inc. Program (ASI).
2. **Number of Transfer Offers**. Tenants approved for any type of voluntary transfer will receive only one (1) offer of alternative housing. Failure to accept the offered unit without good cause may result in the cancellation of Tenant's transfer request and removal from further consideration for a voluntary transfer in the future.

**D. Transfer Unit Assignment and Offering Procedure**

The resident transferring shall be offered the unit of appropriate size for the household that has been held vacant the longest.

In general, transfers that are categorized as mandatory will receive two (2) unit offers while transfers categorized as voluntary will receive one (1) unit offer. In circumstances where two unit offers are received, the resident must reject the first unit in order to receive a second unit offer. The second unit may or may not be in the same building, depending on where the next longest vacancy exists. If the resident transferring is offered the second unit, the first unit is no longer available. Rejection of the applicable number of units offered will result in cancellation of the transfer request and may impact the PHA's consideration of future requests submitted by the resident which involve the same or similar circumstances.

**E. Lease Agreement, Rent, and Utilities**

A new Dwelling Lease will be executed as a part of the transfer. However, the signing of a new Lease does not remove or eradicate prior or existing Lease violations from the prior dwelling unit and the PHA retains the right to terminate the new lease for violations of the prior Lease.

The PHA will not reexamine income and redetermine rent for a resident transferring within their current project, although the amount of rent payable may change due to a change in the applicable utility allowance. For residents transferring between projects, the PHA must reexamine income, redetermine rent, and charge a new security deposit.

Following a unit transfer, the PHA will re-examine income within 12 months of the resident's last eligibility review. The new lease is effective as of the day the transferring resident signs the lease and receives the keys to the new unit. The rent start date for the new unit, using the new utility allowance, if any, is the day the lease is executed.

The transferring resident is not responsible for paying utilities on more than one unit at a time. The resident is responsible for paying utilities at the old unit until the lease is signed for the new unit. After that the resident is responsible for paying utilities at the new unit. If the utility allowance for the new unit is higher than the utility allowance for the old unit, the resident will receive a credit against the first month's rent for the new unit. The amount of the credit is the difference between the two units' monthly utility allowances, pro-rated for the number of days the resident is responsible for the utilities in the new unit, from the day of lease signing to the end of the month.

A resident transferring under a voluntary transfer category must complete the move and turn in the keys for the old unit within 14 calendar days after receiving the new unit keys and signing the lease. If the resident does not turn in the old unit keys within 14 days, the resident will be assessed a utility surcharge for the old unit at the rate of \$5.00 per day, and may be subject to additional penalties for failing to timely vacate the previous unit. The utility surcharge will be assessed for each day after the 14th day, not including the day the resident turns in the keys.

## 7. ADDING MEMBERS TO A HOUSEHOLD/LEASE-ONS

If one or more persons not living in the assisted unit wish to be added to a lease and become members of a household currently living in the unit ("lease-on"), they must apply and meet the same eligibility requirements as other applicants. If the lease-on applicants are determined to be eligible and they can move into the household without exceeding the PHA's occupancy standards, they may be admitted without regard to their position on PBRA waiting list.

### A. Screening of Lease-On Applicants.

The Assistant Manager or Housing Manager for the hi-rise development or management area in which the resident currently resides is the initial contact for lease-on applications. Completed lease-on applications are submitted to the PHA Rental Office to conduct the eligibility interview and applicant screening. The same economic and non-economic eligibility criteria described above apply to lease-on applicants.

### B. Requirements for Lease-Ons.

In order to be approved as a lease-on applicant:

1. The applicant must meet all PHA economic and non-economic eligibility criteria.
2. The existing household's current resident(s) must be in good standing.
3. The person applying to be added to the lease must not have been living in a PHA unit as an unauthorized person.
4. The person added to the household by leasing on will not be permitted to stay in the unit as the head of household (remaining household member) if the other member(s) of the household move out within twelve months after the effective date of the lease-on.

### C. Adding Minor Children to a Household.

The PHA may approve a head of household's request to add (lease-on) 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.

**D. Occupancy Standards and Lease-On Applications**

If the additional persons are found eligible and if the size and composition of the household **would not exceed** the PHA's Maximum Occupancy Standards for Admission, the new members may be added to the lease and live with the household.

If the additional persons are found eligible but the size or composition of the household **would exceed** the PHA Maximum Occupancy Standards, the additional persons to be added to the lease will not be permitted to live with the family in that unit. The family members currently identified on the lease may remain in the unit.

1. If the new members are being added to the lease because of adoption, birth, or transfer of legal custody, which event occurred during the resident's tenancy in the assisted unit, the family will be added to the occupancy transfer list for the suitable unit size according to the date of approval.
2. If the new members asking to be added to the lease are not joining the family due to adoption, birth, or transfer of legal custody occurring during the resident's tenancy in the assisted unit, the family has the option of applying for housing in a suitable size unit. They will not be added to the occupancy transfer list.

**E. Other Lease-On Considerations**

1. **Marriage does not automatically result in the spouse being added to the lease.** A spouse will be subject to the same economic and non-economic eligibility requirements for admission as other lease-on applicants.
2. **Live-in aides/care attendants** must meet non-economic eligibility screening standards.
3. **Social Security Numbers (SSNs) for Lease-Ons**
  - a. When a resident requests to add a new household member who is at least six years of age or under the age of six- and has an assigned SSN, the resident must disclose the

assigned SSN and provide the PHA with documentation. The new household member may not be added until the family provides the documentation.

- b. When a resident requests to add a new household member to the family, who is under the age of six and does not have an assigned SSN, the resident must disclose the assigned SSN and provide the PHA with documentation within 90 calendar days of the child being added to the household.
- c. If the family is unable to disclose and provide evidence of the SSN within 90 calendar days, the PHA is required to grant the family an additional 90-day period to comply with the requirement, if the PHA determines the family was unable to comply with the requirements due to circumstances that could not have reasonably been foreseen and were outside the control of the family (for example, SSA delay, natural disaster, fire, death in the family, etc.).
- d. If the family has not complied with the SSN disclosure and documentation requirements by the end of the time extension, the PHA must terminate the family's tenancy.

## **8. VERIFICATION**

~~The PHA will verify information related to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, factors related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide, and other reasonable accommodations; full-time student status of family members 18 years of age and older; Social Security numbers (if applicable); and citizenship/eligible noncitizen status. 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. The PHA will use a third party source to verify tenant employment and income information for Reexaminations and Interims as well as for new move-ins approximately 90 days after the move-in date. Third-party verification will be obtained for assets worth more than \$5,000. The PHA must verify asset values at least every 3 years, whether more or less than \$5,000.~~

~~Households may self-certify as to having assets worth less than \$5,000 and the amount of income expected to be received from those assets. Where the family has net family assets equal to or less than \$5,000, the PHA must request supporting documentation (e.g. bank statements) from the family to verify the assets or the amount of income expected to be received from those assets at least once every 3 years. When the family has net family assets in excess of \$5,000, the PHA will obtain supporting documentation (e.g. bank statements) from the family to confirm the assets.~~

~~The PHA may conduct streamlined reexaminations for families on fixed incomes when 90% or more of their income comes from Social Security, Supplemental Security Income (SSI) and Supplemental Security Disability Income (SSDI), federal, state, local and private pension plans, other periodic payments received from annuities, insurance policies, retirement funds, disability or death benefits and other similar types of periodic receipts that are of substantially the same amounts from year to year.~~

~~In a streamlined reexamination, the PHA will recalculate family incomes by applying any published cost-of-living adjustments to the previously verified income amount.~~

## **8. INCOME**

### **Income Definition**

(A) Annual income includes, with respect to the family:

- (1) All amounts not specifically excluded in 24 CFR § 5.609, received from all sources by each member of the family who is 18 years of age or older or is the head of household or spouse of the head of household, plus unearned income by or on behalf of each dependent who is under 18 years of age, and
- (2) When the value of net family assets exceeds \$50,000 (which amount HUD will adjust annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and the actual returns from a given asset cannot be calculated, imputed returns on the asset based on the current passbook savings rate, as determined by HUD.

**Calculating Income.** The PHA must calculate family income as follows:

- (1) Initial occupancy or assistance and interim reexaminations. The PHA must estimate the income of the family for the upcoming 12-month period:
  - (i) To determine family income for initial occupancy or for the initial provision of housing assistance; or
  - (ii) To determine family income for an interim reexamination of family income.
- (2) Annual Reexaminations.
  - (i) The PHA must determine the income of the family for the previous 12-month period and use this amount as the family income for annual reexaminations, except where the PHA uses a streamlined income determination.
  - (ii) In determining the income of the family for the previous 12-month period, the PHA must take into consideration any redetermination of income during the previous 12-month period resulting from an interim reexamination of family income.
  - (iii) The PHA must make adjustments to reflect current income if there was a change in income during the previous 12-month period that was not accounted for in a redetermination of income.
- (3) Use of other programs' determination of income.
  - (i) The PHA may determine the family's income prior to the application of any deductions based on income determinations made within the previous 12-month period for purposes of the following means tested forms of Federal public assistance:
    - (A) The Temporary Assistance for Needy Families block grant.
    - (B) Medicaid.
    - (C) The Supplemental Nutrition Assistance Program.
    - (D) The Earned Income Tax Credit.
    - (E) The Low-Income Housing Credit.
    - (F) The Special Supplemental Nutrition Program for Women, Infants, and Children
    - (G) Supplemental Security Income.
    - (H) Other programs administered by the Secretary.
    - (I) Other means-tested forms of Federal public assistance for which HUD has established a memorandum of understanding.
    - (J) Other Federal benefit determinations made in other forms of means-tested Federal public assistance that the Secretary determines to have comparable reliability and announces through a Federal Register notice.
  - (ii) The PHA must obtain the annual income determination for other means-tested public assistance using the appropriate third-party verification. If the appropriate third-party verification is unavailable, or if the family disputes the determination

made for purposes of the other form of Federal means-tested public assistance, the PHA must calculate annual income in accordance with 24 CFR part 5, subpart F.

## 9. INCOME LIMITS AND TARGETING REQUIREMENTS

Pursuant to the regulations contained in HUD Notice PIH 2012-32, the PHA shall comply with the following income limit requirements for new applicants:

- Low Income Limit (80%) (Multifamily Project-Based Rental Assistance)

### **Income Targeting Requirements**

In order to achieve compliance with HUD's income targeting requirements, the PHA, within the established preferences above, will ensure that at least 40% of its applicants admitted in a given year are families with incomes at or below the 30% of median income level (ELI).

The PHA will annually examine the volume of unit turnover and applicant admissions for the past year and, based on this information, estimate the likely number of admissions for the coming year. If it is determined that the 40% requirement will most likely be achieved, no action will be taken. If it appears that the 40% requirement will not be accomplished by the normal selection process, the PHA will implement the following procedures:

- A. The PHA will adopt Method 1 as stated in the HUD Handbook 4350.3, Rev-1, CHG-4. In chronological order, the PHA will select eligible applicants from the waiting list whose incomes are at or below the extremely low-income limit to fill the first 40% of expected vacancies in the property. This may result in skipping the next applicant on the waiting list if their income level is over the ELI limit. Once the target number of move-ins has been reached, the PHA will admit applicants in waiting list order.
- ~~B. B.~~—If it is determined from examining the current waiting list that the income targeting level may not be achieved, the PHA will make efforts to locate an applicant(s) at the extremely low income level. If a vacancy occurs and the next applicant will go over the target number of move-ins, and an extremely low income applicant cannot be located within 30 days, the PHA will fill the vacancy with the applicant on top of the waiting list and make the appropriate notations on the waiting list report.

## 10. ASSETS

### Net family assets.

(1) Net family assets is the net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing real property, savings, stocks, bonds, and other forms of capital investment.

(2) In determining net family assets, the PHA must include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives consideration not measurable in dollar terms. Negative equity in real property or other investments does not prohibit the owner from selling the property or other investments, so negative equity alone would not justify excluding the property or other investments from family assets.

- (3) Excluded from the calculation of net family assets are:
- (i) The value of necessary items of personal property;
  - (ii) The combined value of all non-necessary items of personal property if the combined total value does not exceed \$50,000 (which amount will be adjusted by HUD in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers);
  - (iii) The value of any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals;
  - (iv) The value of real property that the family does not have the effective legal authority to sell in the jurisdiction in which the property is located;
  - (v) Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a family member being a person with a disability;
  - (vi) The value of any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986, the value of any qualified tuition program under section 529 of such Code, the value of any Achieving a Better Life Experience (ABLE) account authorized under Section 529A of such Code, and the value of any "baby bond" account created, authorized, or funded by Federal, State, or local government.
  - (vii) Interests in Indian trust land;
  - (viii) Equity in a manufactured home where the family receives assistance under 24 CFR part 982;
  - (ix) Equity in property under the Homeownership Option for which a family receives assistance under 24 CFR part 982;
  - (x) Family Self-Sufficiency Accounts; and
  - (xi) Federal tax refunds or refundable tax credits for a period of 12 months after receipt by the family.
- (4) 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 trust fund is not a family asset and the value of the trust is not included in the calculation of net family assets, so long as the fund continues to be held in a trust that is not revocable by, or under the control of, any member of the family or household.

Third-party verification will be obtained for assets worth more than \$50,000<sup>1</sup>. The PHA must verify asset values at least every 3 years, whether more or less than \$50,000. The PHA will deny admission to applicants with net family assets exceeding \$100,000, or if the applicant family has a present ownership interest in, a legal right to reside in, and the effective legal authority to sell a piece of real property that is suitable for occupancy by the family as a residence (based on laws of the state or locality in which the property is located).

## **11. VERIFICATION**

The PHA will verify information related to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, factors related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide, and other reasonable accommodations;

<sup>1</sup> This threshold will be adjusted annually for inflation.

full time student status of family members 18 years of age and older; Social Security numbers (if applicable); and citizenship/eligible noncitizen status. 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. The PHA will use a third party source to verify tenant employment and income information for Reexaminations and Interims as well as for new move-ins approximately 90 days after the move-in date. As noted above, third-party verification will be obtained annually for assets worth more than \$50,000<sup>2</sup> and every 3 years for assets less than \$50,000.

Households may self-certify as to having assets worth less than \$50,000 and the amount of income expected to be received from those assets. Where the family has net family assets equal to or less than \$50,000, the PHA must obtain supporting documentation (e.g. bank statements) from the family to verify the assets or the amount of income expected to be received from those assets at least once every 3 years. When the family has net family assets in excess of \$50,000, the PHA will obtain supporting documentation (e.g. bank statements) from the family to confirm the assets.

The PHA may conduct streamlined reexaminations for families on fixed incomes when 90% or more of their income comes from Social Security, Supplemental Security Income (SSI) and Supplemental Security Disability Income (SSDI), federal, state, local and private pension plans, other periodic payments received from annuities, insurance policies, retirement funds, disability or death benefits and other similar types of periodic receipts that are of substantially the same amounts from year to year. In a streamlined reexamination, the PHA will recalculate family incomes by applying any published cost of living adjustments to the previously verified income amount.

## **1012. TOTAL TENANT PAYMENT AND MINIMUM RENT HARDSHIP**

### **A. Total Tenant Payment (TTP)**

The PHA calculates the total tenant payment (TTP) in accordance with the Multifamily HUD Model Lease and PHA addenda, HUD Handbook 4350.3: Occupancy Requirements of Subsidized Multifamily Housing Programs, and other applicable regulations. The PHA has adopted HUD rules permitting streamlined verification for fixed income households, and family declaration of assets under \$50,000.

The total tenant payment (TTP) represents the minimum amount a family must contribute toward rent and utilities regardless of the unit selected. The TTP is calculated using a statutory formula and individual income information. To calculate TTP, annual adjusted income and annual (gross) income must be converted to monthly adjusted income and monthly gross income by dividing the annual figures by 12 months.

The TTP is the **greater** of:

- 30 percent of monthly adjusted income;
- 10 percent of monthly gross income;
- The PHA minimum rent of \$25

<sup>2</sup> This threshold will be adjusted annually for inflation.

<i>TTP Calculation Example:</i>		
30% of Monthly Adjusted Income:	$\$700 \times .30 =$	\$210
10% of Monthly Gross Income:	$\$740 \times .10 =$	\$74
PHA Minimum Rent:		\$25
Total Tenant Payment (highest of above) =		\$210

**B. Minimum Rent Hardship Policy**

The Minimum Rent Hardship Policy is designed to protect families in crisis by allowing the PHA flexibility to address unique, unforeseeable circumstances that may occur. Those with a hardship may have their rent *suspended* until their case can be reviewed by management.

1. **Definition of Hardship.** A hardship exists in the following circumstances:
  - a. When the family has lost eligibility for (or is awaiting an eligibility determination for) a federal, state, or local assistance program;
  - b. When the family would be evicted as a result of the imposition of the minimum rent requirement;
  - c. When the income of the family has decreased because of changed circumstances, including loss of employment;
  - d. When the family has an increase in expenses because of changed circumstances, for health and medical costs, child care, transportation, education, or similar items;
  - e. When a death has occurred in the household family.
2. If the PHA determines there is **no qualifying hardship** as listed above, the minimum rent will be reinstated, including requiring back payment of minimum rent to the PHA for the time of suspension.
3. If the PHA determines 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 a reasonable repayment agreement for any minimum rent back payment paid by the PHA on the family's behalf during the period of suspension.
4. 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. Such hardship cases will be reviewed no less than on an annual basis at time of re-exam. Families qualifying for exemption due to long-term hardship will be required to complete a quarterly interview with management or PHA staff to document the ongoing hardship.

5. Appeals. The family may use the informal hearing procedure to appeal the PHA's determination regarding the hardship. No escrow deposit will be required in order to access the informal hearing procedure.

5.

### **13. DEDUCTIONS**

Adjusted Household Income is annual income minus allowances for dependents and certain expenses to care for children and household members with a disability. Elderly and disabled households have an additional allowance and may also have deductions for certain health and medical expenses.

#### **Annual Deductions**

- \$480 for each dependent who is a member of the household, adjusted annually for inflation.
- \$525 per elderly household when the head or spouse is at least age 62, or has a disability, adjusted annually for inflation. Only one deduction per household may be taken even if both members are over age 62 or have a disability.
- Reasonable child care expenses for household members under the age 13 that enable a household member to have paid employment or go to school.<sup>3</sup>
- The sum of the following, to the extent the sum exceeds ten percent (10%) of annual income<sup>4</sup>:
  - Unreimbursed health and medical care expenses of any elderly family or disabled family; and.
  - Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with a disability, to the extent necessary to enable any member of the family (including the member who is a person with a disability) to be employed. This deduction may not exceed the combined earned income received by family members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus.

**Health and medical care expenses.** Health and medical care expenses are any costs incurred in the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which annual income is computed.

### **14. SECURITY DEPOSITS**

Prior to move-in, all new residents (those without preexisting deposits under a prior public housing

<sup>3</sup> Households no longer eligible for the child care expense deduction (for example, due to loss of employment status or age of the child) can request a hardship exemption to retain the childcare expense deduction for 90 days if they would be unable to pay rent due to loss of the deduction.

<sup>4</sup> For households receiving a deduction for medical expenses as of December 31, 2023 based on the 3% threshold, the higher 10% threshold will be phased in, with expenses exceeding 5% of income deductible in the first year, 7.5% in the second year, and the full 10% effective the third year.

lease) or residents transferring to a different multifamily project will be charged a one-time security deposit equal to the first month's Total Tenant Payment or \$50.00, whichever is greater. In accordance with State law, the deposit will be refunded within 21 days after the resident has moved out, less any charges for unpaid rent or damages greater than normal wear and tear to the vacated unit, and provided the resident has submitted a forwarding address.

Management will provide the tenant with a detailed listing of items deducted from the security deposit within 21 days of vacating the unit. Generally, the security deposit must be paid in full at the time the applicant signs their lease. In instances where the full payment of the security deposit, in advance, will cause an undue financial hardship for the applicant, the Housing Manager, Rental Administrator, or designee, has the sole discretion to allow the applicant to enter into a Payment Agreement. An initial payment shall be required when the keys are issued, and the remainder is to be paid over a period of time not to exceed three months.

## **1215. LEASING PROCESS**

### **A. Offer of Available Units**

When a unit becomes available for occupancy and it is not needed for an approved transfer (See. 5.E. above), it will be offered to the applicant at the top of the waiting list for that apartment type and bedroom size (taking into consideration income targeting requirements and special program eligibility). Upon offer of an apartment, the applicant shall have an opportunity to inspect the unit along with management and to sign the Unit Inspection Report.

Failure to complete all of the move-in requirements within the assigned period will be considered a rejection of the unit offer.

### **B. Prior to Move-In/Tenant Interview**

Prior to taking occupancy, the PHA will meet with the applicant family and explain at a minimum the following topics during the Applicant Interview:

1. Security Deposits and refunds
2. Use of the EIV System after move-in
3. Annual Recertification process
4. Interim Recertification process
5. Unit Inspection
6. PHA House Rules
7. Transfer Policy
8. Student eligibility
9. Violence Against Women Act
10. Reporting requirement for income increases of ~~\$200~~10% or more per month
11. Reporting changes in household composition
12. Unit rent and other charges
13. HUD Model Lease
14. Pet Policy

### **C. Leasing of Dwelling Unit**

The Head of Household and all adult household members are required to execute the HUD Model Lease and applicable lease addenda. The property House Rules will also be executed

at the lease signing appointment. A signed copy of the Lease, applicable addenda, and House Rules will be provided to the lessee and the original will be filed as part of the permanent records established for the family.

#### 1316. UNIT INSPECTIONS

Upon move-in, new residents with leases effective after the RAD conversion will inspect the apartment together with the PHA and shall make note of any deficiencies in the unit, prior to signing the Lease. The inspection form will be used again upon move-out and the resident will be charged for any damages beyond normal wear and tear, except for items noted at move-in.

All units are inspected a minimum of once per year for housekeeping, damage and general repair. Residents will be notified at least 48 hours in advance of an inspection. In addition, residents must allow inspection (upon 48-hour notification being provided) by PHA staff and/or government/program officials.

The PHA is allowed to enter an apartment at any time without advance notification when there is reasonable cause to believe an emergency exists.

#### 1417. ANNUAL RECERTIFICATION REQUIREMENTS

- A. To ensure that assisted tenants pay rent commensurate with their ability to pay, HUD requires the following:
1. The PHA must conduct a recertification of family income and composition at least annually by the annual recertification anniversary date.
  2. Tenants must supply the information requested by executing the Recertification Application and must provide all requested supporting documentation.
  3. Tenants must sign consent forms and asset declaration forms each year.
  4. The PHA must use the EIV Income Report as third-party verification of income from sources available on EIV; i.e., Social Security benefits, wages, or Unemployment benefits.
  5. The PHA must obtain third-party verification of income sources not reporting data in EIV; i.e., Child Support, alimony, pensions, VA benefits, income from assets, gifts, valuation of assets and all other sources of income.
  6. Residents must provide documentation of other eligible factors used in determining allowances in the family's TTP; e.g., medical expenses, and disability-related expenses, and child care payments.
- B. The PHA must send Recertification Reminder notifications to residents to meet with management beginning at least 120 days prior to the annual recertification anniversary date. If the tenant does not respond, a Second Reminder Notice will be sent at 90 days prior to the annual recertification anniversary date. If the tenant fails to respond, a Third Reminder Notice will be sent to the tenant at 60 days prior to the annual recertification that includes a 60-day notice to terminate assistance if the tenant fails to respond.

*Failure to fully comply with the Annual Recertification process and submit all required documentation by the 10<sup>th</sup> day of the month prior to the recertification anniversary date, may result in termination of assistance or termination of tenancy. In this circumstance,*

*assistance will not be available for at least one month, until such time as he or she complies with the recertification requirements.*

- C. If the tenant complies with the annual recertification process, the PHA must provide at least a 30-day written notice of any rent increase. *If the tenant does not report in a timely manner, the requirement to provide a 30-day notification of rent increase is waived and the increase may be applied retroactive to the first of the month following the date the increase occurred.*
- D. At annual recertification, an Initial Notice of Recertification (Form HUD-90100) will be provided to the resident indicating the reporting requirements and deadlines for the next annual recertification.
- E. Residents who do not comply with the recertification requirements in a timely manner or fail to provide requested documentation may be charged market rent until such time as the recertification process is complete, unless there are verified medical reasons or other extenuating circumstances that apply.

#### **1518. INTERIM RECERTIFICATION REQUIREMENTS**

- A. Residents must notify the PHA within ten (10) calendar days of the occurrence of the following:
  - 1. A family member moves out of the unit;
  - 2. The family proposes to move a new member into the unit;
  - 3. An adult member of the family who was reported as unemployed on the most recent certification or recertification obtains employment;
  - 4. The family's unearned household income cumulatively increases by \$200-10% or more per month;
  - 4.5 The family's household income (earned and/or unearned) has increased after having reported a decrease in household income since their last annual recertification, or if the household was at zero income when the change occurred.
- B. Residents may request an interim recertification due to any changes occurring since the last recertification that may affect the TTP or tenant rent and assistance payment for the tenant. Changes a tenant may report include:
  - 1. Decreases in earned income or benefits;
  - 2. Increases in allowances such as health and medical expenses or child care;
  - 3. Other changes affecting the TTP, such as a family member who attains the age of 62, or a family member becoming disabled.
- C. When reporting changes in income and/or family composition, the resident must provide all requested documentation to substantiate the change.
- D. Earned income means income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no

goods or services are being paid for, such as welfare, social security, and governmental subsidies for certain benefits), or any cash or in-kind benefits.

C.

**D.E.** When proposing to add a new household member, the PHA will apply screening criteria to all adults (including live-in aides) for drug-related criminal activity, other criminal activity, State lifetime sex offender registration, other eligibility criteria, and EIV Existing Tenant Search before approving the move-in.

**E.F.** The proposed household member must disclose and provide verification of their SSN (including live-in aides). New household members (except live-in aides) must provide information regarding all sources of income, execute the Racial & Ethnic Data Form, Declaration of Citizenship and provide proof of age. The head of household may execute these documents for minor children. Adults must sign the Form HUD-9887/9887A Consent Form.

**F.G.** If the tenant complies with the interim reporting requirements, rent changes must be implemented as follows:

1. **Rent Increases** – If the tenant's rent increases because of an interim adjustment, the PHA must give the tenant 30 days advance notice of the increase. The effective date of the increase will be the first of the month commencing after the end of the 30-day notice period.
2. **Rent Decreases** – If the tenant's rent decreases, the change in rent is effective on the first day of the month after the date of action that caused the interim certification.

**G.H.** If the tenant does not comply with the interim reporting requirements, and the PHA discovers the tenant failed to timely or accurately report a change as required, the effective date of the change is as follows:

1. **Rent Increases** – The PHA will implement any resulting rent increase retroactive to the first of the month following the date that the change occurred.
2. **Rent Decreases** – Any resulting rent decrease will be implemented effective the first of the month following completion of the recertification process. Tenant shall not be entitled to a retroactive rent decrease or credit for any months prior to the date that the income decrease was first reported in writing to the PHA.

#### **4619. TENANT PROCEDURAL RIGHTS**

##### **A. Termination of Tenancy and Assistance**

1. **Termination Notification.** The PHA shall provide adequate written notice of termination of the lease which shall not be less than:
  - a. A reasonable period of time, not to exceed 30 days:
    - (i) If health or safety of other tenants, owner employees, or persons residing in the immediate vicinity of the premises is threatened; or
    - (ii) In the event of any drug-related or violent criminal activity or any felony

- conviction.
  - b. Not less than 14 days in the case of nonpayment of rent; and
  - c. Not less than 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.
2. **Termination of Assistance.** In all other cases, the requirements at 24 CFR § 880.603, the Multifamily HUD Model Lease, and other HUD multifamily administrative guidance shall apply.

**B. Grievance Process**

1. In addition to program rules that require that tenants are given notice of covered actions under 24 CFR Part 245 (including increases in rent, conversions of a project from project-paid utilities to tenant-paid utilities, or a reduction in tenant paid utility allowances, etc.), the following procedural rights will apply in accordance with the requirements of section 6 of the Act:
- a. Tenants will be provided with notice of the specific grounds of the PHA's proposed adverse action, as well as, their right to an informal hearing with the PHA;
  - b. Tenants will have an opportunity for an informal hearing with an impartial member of the PHA's staff within a reasonable period of time. An "impartial member of the PHA's staff" shall mean any person designated by the PHA who was not directly involved in making the specific decision being challenged and is not a subordinate of the person who made the decision;
  - c. Tenants will have the opportunity to be represented by another person of their choice, to ask questions of witnesses, have others make statements at the hearing, and to examine any regulations and any evidence relied upon by the PHA as the basis for the adverse action. With reasonable notice to the PHA, prior to the hearing and at the tenants' own cost, the tenant may copy any documents or records related to the proposed adverse action; and
  - d. The PHA will provide the tenant with a written decision within a reasonable period of time stating the grounds for the adverse action, and the evidence the PHA relied upon as the basis for the adverse action.
2. The PHA will be bound by decisions from these hearings, except if:
- a. The hearing concerns a matter that exceeds the authority of the impartial party conducting the hearing; or
  - b. The decision is contrary to HUD regulations or requirements, or otherwise contrary to federal, State, or local law.

**1720. SPECIAL OCCUPANCY SITUATIONS**

The following are additional policies for residents participating in special programs that provide supportive services and for police officers living in PBRA units, and other special occupancy situations.

**A. Special Programs To Assist Tenant Lease Compliance**

Participants in three special programs that operate on PHA properties receive necessary

assistance that enables them to comply with the PHA's Dwelling Lease. The following is a general summary of each of these special programs:

1. **Congregate Housing Services Program (CHSP)** is operated by the PHA at Edgerton, Iowa, Montreal, and Ravoux Hi-Rises. It assists frail residents who need a moderate amount of non-medical help to live on their own. It provides two meals a day but is not staffed 24 hours per day. Participants pay regular PHA rent and a program service fee based on income.
2. **Wilder Assisted Living Home Care Program (ALP)** is operated by the Amherst H. Wilder Foundation at Hamline and Ravoux Hi-Rises. It provides three meals a day and 24 hour supportive services to residents who are frail, but do not require full-time nursing care. Participants pay regular PHA rent and may pay for some services based on income.
3. **Accessible Space, Inc. (ASI)** operates in designated units at Valley Hi-Rise. ASI is a non-profit corporation that provides training and transitional supportive services for mobility-impaired and brain-injured adult residents. Participants pay regular PHA rent and a program service fee based on income.

**B. Special Programs' Eligibility Criteria**

1. **General Eligibility.** Applicants for any of the special programs must meet the same general economic and non-economic eligibility criteria as all other applicants.
2. **Additional Eligibility Requirements.** Each special housing program has its own specific eligibility requirements. Unless specifically addressed in this section, tenants participating in special programs shall be governed by the same policies that are established in this document and that govern all PHA tenants.
3. **Current Tenants.** Current PHA tenants in any building, as well as applicants for housing assistance, may apply to participate in these programs by submitting an application directly to the administering agency. Some special programs are limited to designated developments, and current PHA tenants who live elsewhere must transfer as a condition of participation.

**C. Special Programs Status Within the PBRA Program**

1. **Applicant Preference/Priority.** An applicant who is found to be eligible and is approved for one of the special housing programs will receive five (5) waiting list preference points. Applicants who receive this preference are only eligible for admission into a unit assisted by one of the PHA's special programs.
2. ~~2.~~ **Tenant Transfers.** Transfers to permit PHA tenants to participate in a special housing program will be subject to the approval of the Rental Administrator and the administrator of the special program.
3. **Ineligibility for Special Program Due To Level of Need for Services**

- a. An applicant who is found to be ineligible for one of the special housing programs, because the applicant's needs for services exceed the amount and type of services available in the program, will be considered for admission to or continued occupancy in the regular PBRA program based on the specific circumstances, without regard to the special housing determination.
- b. An applicant who is found to be ineligible for admission to one of the special housing programs, because the level of need for services is not great enough to warrant admission, or whose service needs can be satisfactorily met by using other available resources, will be considered for admission to or continued occupancy in the regular PBRA program based on the specific circumstances, without regard to the special housing determination.

**D. Officer In Residence Program**

The PHA provides housing to police officers and their families in some hi-rises and family developments, in cooperation with the Saint Paul Police Department, under a plan approved by HUD. (24 CFR § 960.505)

1. **Non-Resident Status.** Participants in the Officer in Residence (OIR) Program are not considered PBRA residents. They are not subject to the same requirements and do not have the same rights as other PHA tenants.
2. **Other Conditions**
  - a. They do not have to qualify as a Lower Income Family.
  - b. They are subject to the non-economic eligibility criteria outlined in the PHA's Tenant Selection Plan, including, but not limited to, rental history and criminal screening.
  - c. If they are required to pay rent, the rent is set at a reasonable level by the PHA. The formula for Total Tenant Payment is not applicable.
  - d. They are not subject to HUD lease and grievance provisions.
  - e. They will be required to move out of the unit if their employment with the Saint Paul Police Department is terminated, or if a change in their work assignments makes them unable to fulfill the obligations of the Officer in Residence.
  - f. They do not have any Choice-Mobility rights.
  - g. They are not voting members of the Resident Council.

**4821. CHOICE-MOBILITY RIGHTS UNDER RAD PBRA**

- A. Residents of PBRA properties have the right to request tenant-based assistance after the later of 24 months from date of execution of the HAP contract or 24 months after the date the resident moves into the PBRA property.
- B. HUD allows PHAs to limit the number of Choice-Mobility moves under the PBRA program in two ways:
  1. The PHA will provide no more than one-third of its turnover vouchers to residents of RAD properties in any one year; and

2. The PHA may limit Choice-Mobility moves to no more than 15 percent of assisted units in each RAD hi-rise property or management area.
- C. The PHA will utilize either or both methods allowed in Section 18B when administering Choice Mobility Rights.
  - D. If there are no available vouchers at the time of the tenant's request for tenant-based assistance, the resident will be placed on the PHA's RAD-Multifamily HCV Waiting List.

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Recommended for PHA Board Approval oned 08/23/2023 12/18/2019

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**PUBLIC HOUSING AGENCY  
OF THE CITY OF SAINT PAUL**

**TENANT SELECTION PLAN AND  
PBRA OCCUPANCY POLICIES**

**FOR**

**PROJECT-BASED RENTAL ASSISTANCE (PBRA)  
PROPERTIES**

**(Multifamily Housing)**

*Recommended for PHA Board Approval on August 23, 2023*



## TENANT SELECTION PLAN AND PBRA OCCUPANCY POLICIES

### Introduction

The objective of this Tenant Selection Plan is to consolidate relevant policies and procedures affecting tenant selection pursuant to applicable federal and state laws and the Tenant Selection Regulations published by the HUD Occupancy Handbook – 4350.3 Rev.1, and the Rental Assistance Demonstration (RAD) Final Rule (PIH 2012-32).

The Tenant Selection Plan sets forth procedures for processing and selecting applicants, including the establishment of preferences and priorities, occupancy standards, rejection/denial standards, reviews and appeals of rejection/denial decisions, notice requirements, as well as continued occupancy. If there is any conflict between this policy and HUD's regulations, HUD's regulations will prevail.

This Tenant Selection Plan applies to the PHA's former public housing units that were included in the PHA's RAD conversion in 2019. The locations this Plan applies to are:

- Project 1: McDonough Homes
- Project 2: Hamline Hi-Rise  
Front Hi-Rise  
Seal Hi-Rise
- Project 3: Edgerton Hi-Rise  
Iowa Hi-Rise  
Wilson Hi-Rise
- Project 4: Roosevelt Homes
- Project 5: Mt. Airy Homes  
Mt. Airy Hi-Rise  
Valley Hi-Rise
- Project 6: Exchange Hi-Rise  
Wabasha Hi-Rise
- Project 7: Ravoux Hi-Rise  
Central Hi-Rise  
Neill Hi-Rise
- Project 8: Dunedin Terrace Family Development  
Dunedin Hi-Rise  
Cleveland Hi-Rise  
Montreal Hi-Rise

### 1. NON-DISCRIMINATION AND ACCESSIBILITY

It is the policy of the Public Housing Agency of the City of St. Paul (PHA) to fully comply with all Federal, State and local nondiscrimination laws; Title II of the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity. The PHA will administer its PBRA program in accordance with (a) the nondiscrimination and fair housing requirements set forth in 24 CFR part 5, including the

prohibition on inquiries regarding sexual orientation or gender identity set forth in 24 CFR 5.100 and 5.105(a) (2); and (b) the affirmative fair housing marketing requirements in 24 CFR part 200, subpart M and 24 CFR part 108.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, be refused the right to apply, or be otherwise subject to sexual orientation or gender identity discrimination under the PHA's programs.

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the PHA's housing programs and related services. In accordance with Title II of the Americans with Disabilities Act (ADA), a reasonable accommodation will be provided for disabled persons unless the PHA can demonstrate it would result in a fundamental alteration in the nature of the program or activity or in undue financial and administrative burdens. Persons requesting a special accommodation must complete the process as outlined in the PHA's Reasonable Accommodation Policy. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability. Because disabilities are not always apparent, the PHA will inform all applicants/residents of the opportunity to request a reasonable accommodation. All decisions granting or denying requests for a reasonable accommodation will be in writing.

The PHA will make every reasonable effort to provide handicap accessible units to families with individuals who have physical disabilities and require such units.

The PHA will endeavor to provide meaningful access to its programs and activities by persons with Limited English Proficiency (LEP). The PHA may do this by employing bilingual staff, or by providing access to people who speak languages other than English, in order to assist persons who do not speak English as their primary language or who have limited ability to read, write, speak, or understand English (LEP persons). In determining whether it is feasible to provide written translations of documents written in English, the PHA will consider the number or proportion of applicants eligible to be served or participants in the jurisdiction who are LEP persons and the estimated cost to the PHA per client. The PHA will refer to census data to determine the number or percentage of the population eligible to be serviced for each LEP language group. The PHA will annually review and update the LEP plan to ensure the needs of LEP applicants and residents are addressed according to the needs of the jurisdiction.

## **2. TAKING APPLICATIONS**

Families wishing to apply for the PHA's Multifamily RAD/Project-Based Rental Assistance (PBRA) program will be required to complete an online pre-application for housing assistance by visiting [www.stpha.org](http://www.stpha.org). When one or more PHA waiting lists are open, online pre-applications can be completed and submitted 24-hours a day, 7-days a week.

Pre-applications are taken to compile waiting lists for all sizes of rental units (by number of bedrooms). The PHA will open and close the waiting lists as needed to maintain an adequate supply of applicants.

When a family is near the top of the waiting list, the PHA will require the applicant to complete a full application in order to determine economic and non-economic eligibility for tenancy. The eligibility determination will require verifications of income, assets, housing history, and criminal history for all adults. An application will be considered complete when all data and information necessary for the PHA to determine the family's eligibility, including all verifications and supporting documentation, are received. All documentation relating to eligibility will be made a part of the applicant's record.

The application constitutes the basic record for each family applying for PHA admission or continued occupancy. Each family must supply information required for a complete application and sign the application. Each application for admission will be documented by the PHA as to: (1) the date and time of receipt; (2) the appropriate unit size; (3) preference rating (if applicable); (4) determination of eligibility; (5) where applicable, the date of the assignment to a dwelling unit and identification of the property assigned; (6) where applicable, the date a vacant unit was offered to the applicant, the date of the applicant's rejection of the offer, reason for rejecting the unit, and identification of the property offered.

Persons with disabilities who require a reasonable accommodation in completing an application may contact the PHA to make special arrangements.

The applicant may at any time report changes in their applicant status, including changes in family composition, income, or preference factors. The PHA will annotate the applicant's file and will update their place on the waiting list based on reported changes.

A family may file an application for more than one of the PHA's housing programs without affecting their status on any of the waiting lists. However, adult household members can only be included in one household on the PHA Multifamily RAD/PBRA waiting list.

### **3. ELIGIBILITY FOR ADMISSION**

There are five basic eligibility requirements for admission to the PHA's Multifamily RAD/PBRA program. The applicant must: 1) qualify as a family; 2) have an income within the income limits; 3) meet citizenship/eligible immigrant criteria; 4) disclose Social Security numbers (where applicable) and provide documentation; and 5) sign documents authorizing the PHA to obtain information from third parties (employers, etc.) required to verify eligibility.

#### **A. Economic Eligibility Criteria**

1. **Family status.** Family includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:
  - (1) A single person, who may be:
    - (i) an elderly person, displaced person, disabled person, near-elderly person, or any other single person;
    - (ii) an otherwise eligible youth who has attained at least 18 years of age and not more than 24 years of age and who has left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 U.S.C. 675(5)(H)), and is homeless or is at risk of becoming homeless at age 16 or older; or
  - (2) A group of persons residing together, and such group includes, but is not limited

to:

- (i) A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
- (ii) An elderly family;
- (iii) A near-elderly family;
- (iv) A disabled family;
- (v) A displaced family; and

(vi) The remaining member of a tenant family.

2. **Admission of College Students:** The PHA must determine a student's eligibility at move-in, annual recertification, initial certification, and at the time of an interim recertification if the family reports that a household member is a student.

Assistance *shall not be provided* to any individual who:

- Is enrolled as a full or part-time student at an institution of higher education for the purpose of obtaining a degree, certificate, or other program leading to a recognized educational credential; and
- Is under the age of 24; and
- Is not a veteran; and
- Is not married; and
- Is not a person with disabilities, and was not receiving assistance as of November 30, 2005; and
- Does not have a dependent child; and
- Is not living with his/her parents who are receiving Section 8 assistance; and
- Is individually ineligible for section 8 assistance or has parents who are, and individually or jointly, ineligible for assistance; and
- Is not eligible as an independent student as defined by the U.S. Department of Education; and
- Has not established a separate household from parents for at least one year prior to application or has not been claimed as a dependent by parents pursuant to IRS regulations.

Any financial assistance a student receives (1) under the Higher Education Act of 1965, (2) from private sources, or (3) from an institution of higher education that is in excess of amounts received for tuition (as defined by the institution) is included in annual income, except if the student is over the age of 23 with dependent children, or is living with his or her parents who are receiving assistance.

To align with HUD guidance, the PHA will adopt exceptions for students who are under 24 years of age to receive assistance if the student can demonstrate independence from parents or the absence of parents.

For a student to be eligible independent of his or her parents, the student must:

- Be of legal contract age under state law;
- Have established a household separate from parents or legal guardians for a least one year prior to application for occupancy, OR meet the U.S. Department of Education's definition of an independent student.;
- Not be claimed as a dependent by parents or legal guardians pursuant to IRS

- regulations; and
- 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.

Definition of an Independent Student: An individual who is:

- 24 years of age or older by December 31<sup>st</sup> of the award year
- An orphan, in foster care, or ward of the court, or was one of these at any time when they were 13 or older
- Emancipated minor
- Veteran of the U.S. Armed Forces or is currently on active duty
- Graduate or professional student
- Married
- Has legal dependents other than a spouse
- If a financial aid administrator provides documentation of independence by reason or other unusual circumstances
- Unaccompanied youth (homeless) or at risk of homelessness and was self-supporting during the school year as verified by the following:
  - Local education agency's official homeless liaison
  - Director of a program funded under the Runaway and Homeless Youth Act
  - Director of a program funded under subtitle V of the IV of the McKinney-Vento Homeless Assistance Act (emergency shelter grants)
  - Financial aid administrator

Definition of a "Vulnerable Youth" is an Independent Student who meets one of the criteria below:

- Orphan, in foster care or a ward of the court
  - An emancipated minor or in legal guardianship
  - Homeless or at risk of homelessness and is self-supporting
3. **Income Eligibility.** Pursuant to HUD Regulations, admission will be limited to those families whose annual income does not exceed the applicable income limits. Income Limits are made part of this Plan by reference. Currently the limit is set at low income level, which is at or below 80% Area Median Income (AMI) for the Minneapolis-St. Paul-Bloomington Fair Market Rent Area.
4. **Citizenship Requirements.** By law, assistance in subsidized housing is restricted to the following:
- a. U.S. citizens or nationals; and
  - b. Non-citizens who have eligible immigration status as determined by HUD.

All family members, regardless of age, at admission must declare their citizenship or immigration status. U.S. citizens must sign a declaration of citizenship.

Noncitizens (except those aged 62 and older) must provide a signed declaration of eligible immigration status, a signed verification consent form and submit one of the HUD-approved DHS documents verifying their immigration status or sign a declaration that they

do not claim to have eligible immigration status. Noncitizens aged 62 and older must sign a declaration of eligible immigration status and provide a proof of age document.

The PHA will utilize the Multifamily Systematic Alien Verification for Entitlements (SAVE) System to verify the validity of documentation provided by non-citizen applicants. The PHA will follow all Section 214 regulations in providing applicants with due process if the applicant appeals the SAVE System results.

Note: The PHA will not delay a family's assistance if the family submitted its immigration documentation in a timely manner, but the DHS verification or appeals process has not been completed. If a unit is available, the family has come to the top of the waiting list, and at least one member of the family has been determined to be eligible, the PHA will offer the family a unit. However, the PHA will only provide assistance to the family members determined to be eligible and to those family members that submitted their immigration documents on time. If any family members do not provide the required immigration documentation, then the assistance for the family will be prorated.

A mixed family is a family with one or more ineligible family members and one or more eligible family members. A mixed family may receive prorated assistance, continued assistance, or a temporary deferral of termination of assistance. Mixed families qualify only for pro-rated assistance in accordance with HUD regulations. (24 CFR Part 5)

Applicants who hold a non-citizen student visa are ineligible for assistance as are any non-citizen family members living with the student. However, spouses and children who are citizens may receive assistance.

#### **5. Social Security Number Requirements**

All household members (including foster children and live-in aides), regardless of age, must disclose their complete and accurate Social Security Number (SSN) and provide acceptable documentation to verify such SSN. If an individual that is required to disclose SSN does not have a SSN, they must apply to SSA for a SSN using SSA form SS-5.

*Exception:* Those individuals who do not contend eligible immigration status or tenants who were aged 62 or older as of January 31, 2010, and whose initial determination of eligibility was begun before January 31, 2010.

Failure to disclose and provide documentation and verification of SSNs as required will result in an applicant not being admitted.

If an applicant household has completed the admissions process, but all household members have not disclosed and/or provided verification of their SSNs at the time a unit becomes available, the next eligible applicant must be offered the available unit. The applicant must disclose and provide verification of SSNs for all household members to the owner within 90 days from the date they are first offered an available unit.

If the PHA has determined that the applicant is otherwise eligible for admission, and the only outstanding verification is that of disclosing and providing verification of the SSNs for all household members, the applicant may retain his or her place on the waiting list for

the 90-day period during which the applicant is trying to obtain documentation. After 90 days, if the applicant has been unable to provide acceptable verification of SSNs, the applicant will be determined ineligible. If a child under the age of 6 is added to a family during the 6 months prior to admission, the family has 90 days to supply an accurate SSN. One 90-day extension may be granted to families failing to meet the initial 90-day timeline. When an extension is granted, the family may be asked to provide documentation of their failure to meet the initial timeline.

**6. Consent and Verification Forms**

Each family head, spouse, or co-head, regardless of age, and all other household members who are at least 18 years of age must sign and date the HUD-required consent forms, HUD-9887, Notice and Consent for the Release of Information, and form HUD 9887-A, Applicant's/Tenant's Consent to Release of Information Verification by Owners of Information Supplied by Individuals Who Apply for Housing Assistance.

The release forms must be signed at initial certification. All adult members regardless of whether they report income must sign and date these forms .

In addition, all adult members of an applicant or resident family must sign individual consent and verification forms authorizing management to verify family income and other applicable eligibility factors; e.g., disability status, criminal history.

If the applicant or resident, or any adult member of the household does not sign and submit the consent forms as required, the PHA must deny assistance and admission to the entire family. For current residents, the assistance will be terminated and the family charged market rent.

**B. Non-Economic Eligibility Evaluation**

Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the St. Paul PHA Multifamily RAD/PBRA lease. The PHA will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the property's environment, other residents, PHA employees, or other people residing in the immediate vicinity of the property.

- 1. Criminal History.** An applicant with a history of violent criminal activity will be denied admission for seven (7) years from the most recent offense, provided they have not engaged in other instances of criminal activity during that period.

An applicant with a history of drug-related criminal activity will be denied PHA admission for seven (7) years from the most recent offense, provided they have not engaged in other criminal or drug activity during that period; except that any household member who has been convicted of manufacturing or producing methamphetamine (speed) in any federally assisted housing property will be denied for life.

Any household member who has a lifetime registration under a lifetime State sex offender registration program will be denied for life.

No applicant who has been a victim of domestic violence, dating violence, or stalking will be denied admission if they are otherwise qualified. The PHA will give an applicant who claims victim status 14 business days after written request to certify either by:

- a. Completing a form titled "Certification of Domestic Violence, Dating Violence, Sexual Assault or Stalking, and Alternate Documentation" (Form HUD-5382), which is available at the PHA's Central Administrative Office, located at 555 Wabasha St. N, St. Paul, MN 55102, or any PHA building management office; or
- b. Providing the PHA with documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional from whom the victim (applicant or another member of applicant family) has sought assistance in addressing domestic violence, dating violence, or stalking or the effects of the abuse (this certification must be sworn under penalty of perjury); or
- c. Producing a Federal, State, or local police or court record.

At lease signing, the PHA will require the tenant(s) to execute the VAWA Lease Addendum (Form HUD-91067).

2. **Other Non-Economic Eligibility Criteria.** Otherwise eligible families will be denied admission if they fail to meet the non-economic eligibility criteria. The PHA will consider objective and reasonable aspects of the family's background, including the following:
  - a. History of meeting financial obligations, especially rent;
  - b. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other residents;
  - c. History of criminal activity by any household member involving physical violence against persons or property, drug-related criminal activity (e.g. illegal manufacture, sale, distribution, possession, or use of a controlled substance), and any other criminal activity that would adversely affect the health, safety, or wellbeing of other residents or staff or cause damage to the property;
  - d. History of disturbing neighbors or destruction of property;
  - e. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived therefrom; and
  - f. Current alcohol abuse or a history of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.
3. **Non-Economic Screening.** The PHA will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The PHA will verify the information provided. Such verification may include but may not be limited

to the following:

- a. A credit check of the head, spouse, and co-head;
- b. A rental history check of all adult household members;
- c. A criminal background check on all adult household members, including live-in aides. This check will be made through State or local law enforcement, court records, and/or the FBI's National Crime Information Center (NCIC);
- d. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No individual registered with this program will be admitted to PBRA housing.
- e. A check of HUD's Enterprise Income Verification (EIV) Existing Tenant Search for each household member to determine if the applicant or any applicant household members are currently receiving HUD housing assistance (i.e., residing at another HUD Multifamily Housing or Public and Indian Housing (PIH) location). If the Existing Tenant Search Report identifies the applicant or any applicant household member is receiving rental assistance in another location, the information contained in the report will be addressed with the household member. The household member will be given an opportunity to explain any circumstances relative to his/her being assisted at the other location.

**C. Grounds for Denial**

The PHA may deny assistance to applicants who:

1. Do not meet all of the eligibility criteria;
2. Do not supply information or documentation required by the application process within the time allowed;
3. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
4. Have a history of not meeting financial obligations, especially rent;
5. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other residents;
6. Have a history of criminal activity by any household member involving physical violence against persons or property, drug-related criminal activity (e.g. illegal manufacture, sale, distribution, or use of drugs or alcohol), and any other criminal activity that would adversely affect the health, safety, or wellbeing of other residents or staff or cause damage to the property;
7. Have a history of disturbing neighbors or destruction of property;
8. Currently owe rent or other amounts to any housing authority in connection with their public housing or Section 8 programs;
9. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived therefrom;
10. Were evicted from assisted housing within the past seven (7) years because of criminal

- activity involving physical violence against persons or property, and/or drug-related criminal activity (e.g. illegal manufacture, sale, distribution, possession, and/or use.);
11. Have illegally used a controlled substance or abused alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
  12. Have engaged in or threatened abusive or violent behavior towards any PHA staff member or resident;
  13. Have a household member who has been evicted from subsidized housing within the past seven (7) years;
  14. Have a family household member who has been terminated from the PHA's Section 8 program within the past seven (7) years;
  15. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a federally subsidized housing program;
  16. **Denied for Life:** Has a lifetime registration under a State lifetime sex offender registration program.

**D. Ineligibility Notification/Informal Review/Hearing**

1. **Ineligibility Notification and Hearing Request.** If the PHA determines that an applicant does not meet the economic or non-economic eligibility criteria to receive assistance, the PHA will promptly provide the applicant with written notice of the determination. The notice will contain a brief statement of the reason(s) for the decision. The notice shall also state that applicants may request an informal hearing on the decision and shall describe how to obtain the informal hearing. This written request must be submitted to the PHA Rental Administrator within 14 calendar days from the date of the PHA's notice of ineligibility. If an applicant does not request a hearing in accordance with this section, then the PHA's determination denying the applicant's admission into the PBRA program will become final. However, the failure to request a hearing does not constitute a waiver by an applicant of the right to contest the PHA's denial of admission in an appropriate judicial proceeding.
2. **PHA Admission Hearing Committee.** Informal hearings shall be conducted by the PHA Admission Hearing Committee. The Committee consists of up to two PHA staff members who did not participate in the initial admissions decision and current St. Paul PHA residents. Three members of the Committee constitute a quorum.

Hearings conducted by the PHA Admission Hearing Committee are informal, and oral and documentary evidence may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The applicant must be given the opportunity to present written or oral objections to PHA's decision. The Committee will require the PHA, the Complainant, lawyers or other representatives and other participants and/or spectators to conduct themselves in an orderly fashion, and failure to do so may result in exclusion from the proceedings or in a decision against the disorderly party.

3. **Decisions.** The decision of the Committee shall be by majority vote. In the event of a tie, the decision of the PHA will be upheld. The PHA Resident Hearing Committee secretary will prepare a written summary of the hearing indicating the vote of the Committee within five (5) calendar days after the hearing. A copy of this decision will be mailed to the Complainant. A decision by the PHA Resident Hearing Committee in favor of the PHA or which denies the relief requested by the Complainant, in whole or in part, is not a waiver

by the Complainant of the right to bring an action in a court of law or other appropriate forum.

4. **INS/Homeland Security Appeals.** The participant family may request that the PHA provide for an Informal Hearing after the family has notification of an INS/Homeland Security decision on their citizenship status on appeal, or in lieu of a request for appeal to the INS/Homeland Security. This request must be made by the participant family within 30 days of the Notice of Denial or Termination of Assistance, or within 30 days of the notification of the INS/Homeland Security appeal decision.

In such cases, the Informal Hearing Process above will be utilized with the exception that the family will have up to 30 days from the Notice of Denial or Termination of Assistance, or of the INS appeal decision.

#### 4. MANAGING THE WAITING LIST

##### A. Opening and Closing the Waiting List

Opening of the waiting list will be announced with a public notice stating that applications for multi-family housing are being accepted. The public notice will state where, when, and how to apply. The notice will be published on the PHA's main webpage at [www.stpha.org](http://www.stpha.org) as well as on other mediums specified in the PHA's Affirmative Fair Housing Marketing Plan (AFHMP). The public notice will note any limitations to who may apply and the size of units available (by number of bedrooms) for which the PHA is accepting new applications.

The notice will state that applicants already on waiting lists for other housing programs must apply separately for this program, and such applicants will not lose their place on other waiting lists when they apply for PBRA housing. The notice will include the Fair Housing logo and slogan and will be in compliance with Fair Housing requirements.

Closing of the waiting list will also be announced with a public notice. The public notice will state the date the waiting list will be closed and for what bedroom sizes. The public notice will be published on the PHA's main webpage as well as on other mediums specified in the AFHMP.

##### B. Organization of the Waiting List

The waiting list is organized by bedroom size. Applicants can find information relative to each site (location, amenities, availability of handicapped-accessible units, etc.) on the PHA website.

The waiting list will be maintained in accordance with the following guidelines:

1. The application will be incorporated into the permanent resident file;
2. All applications will be maintained in order of bedroom size, preference, and then in order of date and time of application; and
3. Any contact between the PHA and the applicant will be documented in the applicant file.

##### C. Purging the Waiting List

The PHA will update and purge its waiting list as needed to ensure that the pool of applicants

reasonably represents the interested families for whom the PHA has current information (i.e. applicant's address, family composition, income category, and preferences).

**D. Removal of Applicants from the Waiting List/Cancellation**

The PHA will not remove an applicant's name from the waiting list unless:

1. Applicant requests that their name be removed (voluntary cancellation);
2. Applicant fails to respond to a written request for information or a request to declare their continued interest in the program (including a waiting list update or purge notice);
3. Applicant fails to appear for scheduled appointments with PHA staff;
4. Applicant does not meet either the economic or non-economic eligibility criteria for the program (see Section 3D above for informal review/hearing procedures);
5. Applicant rejects the maximum number of unit offers; or
6. Applicant receives and accepts an offer of housing.

**E. Voluntary Cancellation**

The PHA will cancel an application at the request of an applicant, either before or during the eligibility determination process. After a voluntary cancellation, applicants will be reinstated to their previous place on the list only if they contact the PHA in writing within 60 days from the date of cancellation. After 60 days the applicant may reapply if the waiting list is open.

**F. Cancellation Due To Failure to Provide Documentation or Declare Continued Interest**

The PHA will cancel an application if the applicant fails to provide documentation required to determine program eligibility. Before canceling the application, the PHA will send the applicant a notice listing what information is required and stating that the application will be canceled if the applicant does not provide the information by the deadline stated in the notice. If the applicant does not provide the required information within the time allowed, the PHA will send a second letter stating that the application has been canceled. That letter will also give the applicant 15 business days from the date of the letter to provide the required information to the PHA. If the applicant does not provide the information within that time period, the application will remain canceled. In that event, the applicant may reapply after 60 days, if the waiting list is open.

The PHA will cancel an application if the applicant fails to respond to waiting list update or purge notice. After cancellation due to failure to respond to a waiting list update/purge, the applicant can be reinstated to the same place on the waiting list only if they contact the PHA in writing (including using the PHA's online applicant portal) within 6 months after the cancellation date. The applicant will be reinstated to the same place on the waiting list.

**G. Cancellation Due To Missed Appointments**

All applicants who fail to keep a scheduled appointment with the PHA will be notified that their application is being canceled.

The PHA will allow the family to reschedule for good cause. Generally, no more than one

opportunity will be given to reschedule without good cause, and no more than two opportunities will be given for good cause. When good cause exists for missing an appointment, the PHA will work with the family to find a more suitable time.

If the application has been canceled due to missed appointments, the applicant will be reinstated to the same place on the waiting list only if they contact the PHA within 6 months from the date of the cancellation. An applicant can only be reinstated one time following cancellation due to a missed appointment. If the applicant is no longer eligible for reinstatement, either because it is more than 6 months from the date of cancellation or they have already used their reinstatement opportunity, they may reapply if the waiting list is open.

#### **H. Removal From The Waiting List Due To Unit Offer Rejections**

Applicants will be removed from the waiting list after they have rejected two unit offers. Applicants removed from the waiting list for this reason are not eligible for reinstatement, and may reapply 6 months after being removed from the waiting list for this reason if the waiting list is open.

#### **I. Notification of Cancellation/Removal From The Waiting List**

Any applicant whose name is being removed from the waiting list due to cancellation will be notified by the PHA, in writing, of the applicable timeframe when they are eligible to request reinstatement. The letter will also indicate when they will be eligible to reapply.

### **5. TENANT SELECTION AND ASSIGNMENT**

#### **A. Preferences**

The PHA uses local preferences to prioritize applicants on the Multifamily RAD/PBRA Waiting List. The PHA will select families from the waiting list based on the following preferences:

1. **Residency Preference:** This preference is given to applicants whose head of household or spouse:
  - a. Lives in the City of Saint Paul;
  - 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.

Applicants who qualify for a Residency Preference will receive two (2) points.

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. Applicants who qualify for a Veteran's or Service Person Preference will receive three (3) points.
  - 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. **Elderly, Disabled, or Displaced Preference:** This preference is given to families whose head, spouse, co-head, or sole member is elderly (62+), disabled receiving a fixed income (Examples: Social Security (Retirement, Survivors and Disability Insurance; RSDI), Supplemental Security Income (SSI), Veterans Benefits, etc.), or displaced. Applicants who qualify for this preference by being 62 or older, disabled, or displaced will receive five (5) points.
4. **Rent-Burdened Preference:** This preference is given to Multifamily applicant households that are rent-burdened at the time of screening. “Rent-Burdened” is defined as paying more than 50% of gross annual income in gross rent (rent plus utility costs, using St. Paul PHA’s Housing Choice Voucher Utility Allowances to estimate utility cost). Applicants who qualify for the Rent-Burdened preference will receive two points.
5. **“Hard-to-Rent Unit” Preference:** This preference is given to Multifamily applicant households who are otherwise qualified and eligible, and who agree to accept a “hard-to-rent unit” subject to the conditions described below. Applicants who opt-in to the Hard-To-Rent Unit Preference will receive four points.
- a. “Hard-to-Rent Units” are defined as any of the following:
- A studio (efficiency; 0-bedroom) apartment (when the applicant household is eligible for that unit size based on occupancy standards);
  - An apartment in a building without on-site parking;
  - An apartment that has had three or more turndowns; or
  - An apartment that has been vacant and ready to re-rent for 60 or more days.

An applicant who requests this preference and accepts the conditions will be offered the first available unit(s) of the appropriate bedroom size meeting the above definition of a “hard-to-rent unit”. If the applicant rejects all “hard-to-rent” unit offers, their application will be cancelled.

4. **Special Program Preference:** This preference is given to an applicant who has been approved to participate in one of the PHA’s special programs (CHSP, ASI, Wilder Home Care, or other special program) that operate on PHA premises. Applicants receiving this preference will only be eligible for admission into a unit assisted by one of the PHA’s special programs. Staff must confirm that applicants qualify for this preference by obtaining written verification of an applicant’s current acceptance into a special program from special program staff members. Applicants who qualify for a Special Program Preference will receive five (5) points.
5. **Current Tenant Unit Transfer Preference:** This preference is given to current PHA Multifamily residents who have been approved to transfer to another Multifamily unit outside of their current project. An approved request to transfer between projects

qualifies a resident to be placed on the general Multifamily waiting list with the Current Tenant Unit Transfer preference and the appropriate weight based on transfer type. Residents who qualify for a Current Tenant Unit Transfer Preference will receive ten (10) points and will be added to the Multifamily waitlist without regard to whether the waitlist is open to new applicants. Current residents who receive this preference are not eligible for any other waitlist preferences. For more information about unit transfers, refer to Section 6.

**B. Selection from the Waiting List**

Applicants are able to claim preferences and be assigned applicable preference points based on the above preferences. Applicants must provide proof of each local preference they are claiming. This can be done through third party verification or individual certifications. Preference points are cumulative. For example, an applicant who qualifies for a Veteran’s and Elderly Preference will receive a total of seven points. The date and time of application will be noted and utilized to determine the sequence within the above prescribed preferences. Applicants with no local preferences are given the lowest priority for assistance and are selected from the waiting list according to the date and time of their application only after the list of applicants with preference points has been fully exhausted.<sup>1</sup>

Occasionally families on the waiting list who did not qualify for a local preference at the time they applied for rental assistance will experience a change in circumstances that now qualifies them for a local preference. In such instances, it is the family's responsibility to contact the PHA. Families certifying that they qualify for a local preference will be repositioned on the waiting list in accordance with their new preferences and their original date and time of application. They will then be informed in writing of their change in status and their place on the waiting list.

**Accessible Units:** Accessible (ADA compliant) units will be offered first to families who may benefit from the accessible features. A vacant accessible unit will be offered to a current resident who has been approved for a transfer to an accessible unit before an eligible applicant family. Applicants for these units will be selected utilizing the same preference system as outlined above. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list(s). Such applicants, however, must sign a release form stating they will accept a transfer (at their own expense) if, at a future time, a family requiring an accessible feature applies. Any family required to transfer from an accessible unit will be given a 30-day notice.

**C. Assignment of Bedroom Sizes (Occupancy Guidelines)**

The following guidelines will determine each family’s unit size without overcrowding or overhousing:

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
0	1	2

<sup>1</sup> Except when an Emergency Declaration is in effect, see paragraph 5G.

1	1	2
2	2	6
3	3	8
4	4	10
5	5	12

In determining bedroom size, the PHA will include the presence of children to be born to a pregnant woman, children who are in the process of being adopted, children whose custody is being obtained, children who are temporarily away at school, or children who are temporarily in foster-care.

In addition, the following considerations may be taken in determining bedroom size at initial occupancy:

1. The age, sex, and relationship of members of the household may be taken into consideration in assigning unit sizes:
  - a. Minors of the opposite sex, who are six years of age or older, will not be required by the PHA to share the same bedroom. Bedroom space will be allowed for the following circumstances:
    - (i) Children away during the school year;
    - (ii) Children away part time under joint custody arrangements, but who reside in the household at least 50% of the year.
    - (iii) Children whose return to physical custody of a household member is imminent and can be documented; or
    - (iv) Unborn children of pregnant household members.
  - b. Persons of different generations, adults of the opposite sex (other than married couples, or couples who have a marital type relationship), and unrelated adults will not be required by the PHA to share a bedroom.
2. Verifiable medical needs or other extenuating circumstances will be taken into consideration in determining the size of the unit. For example, a live-in care attendant, who is not functioning as a member of the household, would be entitled to a separate bedroom.
3. **Exceptions:** At the request of the applicant or resident, the Rental Administrator or Housing Manager will consider exceptions to the standards. Such a request will be approved if the Rental Administrator or Housing Manager agrees that the proposed variance:

- a. Is necessary to provide additional space needed by the household that is not provided for by the considerations of Section 5C of this policy; or
- b. Will result in the household occupying a dwelling unit that is one bedroom smaller than the household should have if the considerations of Section 5C of this policy are followed.
- c. Will still meet the minimums and maximums listed in Section 5C of this policy.
- d. Subsequent transfers may not be done within the first twelve months of initial occupancy.

**D. Deconcentration of Poverty**

The PHA will affirmatively market its housing to all eligible income groups in accordance with its Affirmative Fair Housing Marketing Plan (AFHMP). Lower income residents will not be steered toward lower income properties and higher income people will not be steered toward higher income properties. Toward this end, the PHA will:

1. Provide information and referral services that link residents to supportive services, such as child care, job training and placement programs, and case management;
2. Establish contract rents in accordance with HUD Multi-family guidelines.

Prior to the beginning of each fiscal year, the PHA will analyze the income levels and demographic characteristics of families residing in each of its properties and the families on the waiting list. Based on this analysis, the PHA will determine marketing strategies for deconcentration.

**E. Unit Offering**

Residents who have been approved to transfer are given preference on the internal unit transfer waiting list. Current residents transferring from one unit to another will be offered a unit before an applicant. Unit transfers will be weighted and offered in the following order:

1. Emergency / VAWA
2. Reasonable Accommodation
3. Maintenance Transfer
4. Special Program Transfer
5. Mandatory Occupancy Transfer
6. Need for Accessible Unit

When the PHA determines that a unit will become available, the PHA will first refer to the unit transfer waiting list to see if the unit meets the requirements of an approved transfer request. If the unit is not needed to satisfy a transfer request, the PHA will contact the first family on the waiting list who has the highest priority for this type and size of unit and whose income category would help to meet the income targeting goal.

The PHA will contact the family by any combination of the following methods:

1. Phone Call
2. Email Message

3. Text Message
4. St. Paul PHA Web Portal

In some cases, a written notice may be in the form of a mailed, first class letter. In any event, the family will be given no more than two (2) business days from the date of notification (or letter) to contact the PHA regarding the offer. If the applicant fails to respond within two (2) business days, the unit offer will be considered rejected and the apartment will be offered to the next applicant on the waiting list. If the applicant has responded to the offer but is unable to see the unit within five (5) business days, staff may grant additional time based upon reasonable cause. After seeing an offered unit, the applicant must notify PHA of the acceptance or rejection of the unit no later than the second working day. If the applicant does not notify PHA of a decision to reject or to accept the unit by the second working day, PHA will deem the offer rejected. The offer and the family's decision must be documented in the tenant file.

**F. Rejection of a Unit**

If an applicant does not accept the first unit offered, they will not lose their place on the waiting list. If the family rejects the second unit offered, the family will be removed from the waiting list. The family will be eligible to reapply 6 months after being removed from the waiting list for this reason, if the waiting list is open.

The PHA may offer an additional unit to an applicant when the applicant makes a request in writing for an additional offer, within 5 working days of the showing, based upon the following reasons:

- The previously offered units are not accessible to the applicant's employment or job training site;
- The previously offered units are not accessible to their daycare or special education facility for their child;
- The previously offered units are not accessible to the medical or other support service necessary to the applicant's ability to be lease compliant, where such support service is a) provided by a limited number of agencies, b) does not provide citywide transportation services and the applicant cannot use public transportation services; or
- Other good cause as determined by the PHA.

If the family rejects the unit offer due to inability to move or because they require a reasonable accommodation, they may remain on the waiting list.

1. **Inability to Move.** If the applicant is willing to accept the first unit offered but is unable to move into assisted housing at the time of the offer and presents clear evidence that is satisfactory to the PHA, the inability to move will not count as a refusal and the applicant's position on the waiting list will not change. For example, if the applicant is unable to move because of a current lease obligation, they would need to provide a copy of their lease. The PHA would resume offering units upon expiration of that lease, upon request from the applicant, or after 12 months, whichever occurs first. The PHA will only excuse unit turn downs on one occasion due to inability to move.
2. **Reasonable Accommodation.** If the applicant requests a different unit as a reasonable accommodation, the person's handicap or disability and its relationship to the requested

accommodation must be verified by a health care professional who has current, personal knowledge of the applicant's medical condition(s).

**G. Emergency Declaration Authorization**

Notwithstanding the above, the Executive Director has the authority to suspend the Selection from the Waiting List and Unit Offering policies by written emergency declaration when the occupancy rate is less than 97% in any of the eight Multifamily projects. Following an emergency declaration, staff can suspend the standard processes for selecting applicants from the waiting list and offering units and may process applications based solely upon date and time of the application. Applicants processed and approved while an emergency declaration is in effect will receive up to four (4) offers of available unit(s) of the appropriate bedroom size. If an applicant does not accept the first three units offered, they will not lose their place on the waiting list. If the family rejects the fourth unit offered, the family will be removed from the waiting list.

During an emergency declaration, staff have the discretion to assign any appropriately sized vacant unit to any eligible applicant. Applicants who reject all offers will be removed from the waiting list. When offering a unit to an approved applicant, staff may consider applicant ranking (preferences and date and time of application), the length of the vacancy, the size of the family, the scarcity of units for large families, and factors such as acceptance into one of the PHA's special programs.

**6. UNIT TRANSFERS**

**A. Transfer Requests**

The Housing Manager for the hi-rise development or PBRA management area in which the resident currently resides is the initial contact for all types of transfers. A resident may request a transfer at any time *after their first year of residency* by completing a transfer request form. In considering the request, the PHA may request a meeting with the resident to better understand the need for transfer and to explore possible alternatives. The PHA will review the request in a timely manner, and if a meeting is desired, the resident will be contacted to schedule a meeting.

A resident must be in good standing with the PHA to be eligible for a transfer. This means the family must be in compliance with their lease, current on all payments to the PHA, and must pass a housekeeping inspection. Residents must not be under a pending termination or other adverse action related to things including, but not limited to, poor upkeep of unit or grounds, non-payment of rent or other charges, or chronic late rent. If the transfer request is approved, the family's name will be added to the transfer waiting list for the current project. The PHA will only approve transfers to a unit in a different project if the request is necessary and would otherwise be impossible to facilitate within the family's current project. If the request is approved and a transfer to a different project is required, the family's name will be added to the PHA's multifamily waiting list with the Current Tenant Unit Transfer Preference. If the transfer is denied, the denial letter will advise the family of their right to utilize the grievance procedure.

**B. Mandatory Transfers**

Transfers are divided into two general categories: mandatory transfers and voluntary transfers.

1. **Mandatory Transfer Types.** A tenant will be required to move to another unit that is decent, safe and sanitary and is of an appropriate size under the PHA's Occupancy Standards under the following circumstances:
  - a. *Occupancy Transfer.* The tenant may be required to move if the PHA determines that the tenant is living in a unit which is larger or smaller than the PHA's Occupancy Standards allow for the household size; or
  - b. *Need for Accessible Unit.* The tenant may be required to move if the PHA determines that the unit is otherwise inappropriate for the household size or composition, including, but not limited to, when a unit that has been modified for a person(s) with disabilities is being occupied by a household that does not include a person(s) with disabilities; or
  - c. *Maintenance Transfer.* The tenant may be required to move if the PHA determines that the unit requires substantial repairs, is scheduled for modernization, or is not in decent, safe, and sanitary condition. Maintenance transfers may be temporary or permanent, depending on the cause of the maintenance issue, the nature of the repair work, and the availability of temporary units.
  - d. *Administrative Transfer.* The tenant may be required to move if the PHA determines that extenuating circumstances or administrative considerations require it. Such circumstances include, but are not limited to, compliance with the terms of a negotiated settlement agreement.
2. **Timing When Current Unit is Habitable.** If the current unit is habitable, the tenant must move to the new unit and turn in keys for the previous unit within thirty (30) days after the PHA notifies the tenant of the new unit's availability. If the tenant fails to move and remains in the current unit, the tenant must pay the HUD-approved market rent for the unit effective the first of the month following the failure to move.
3. **Timing When Current Unit is Uninhabitable.** If a tenant's current unit is determined by the PHA to be uninhabitable, or if substantial repair or modernization work is otherwise required, the tenant must move to a new unit immediately upon the PHA's request. If the tenant, a member of the tenant's household, a guest, or other person under the tenant's control caused the uninhabitable condition of the unit, the tenant shall pay all moving expenses and the cost of repair to the unit.
4. **Number of Transfer Offers.** Tenants subject to mandatory transfer will generally receive two (2) offers of alternative of housing unless the circumstances surrounding the transfer reasonably require a single unit offer. If the tenant rejects the first unit offer, the tenant must accept the second offer. The tenant's refusal to accept a second unit offer (or refusal to accept the first offer in cases where only a single unit is offered) will result in the tenant being responsible for HUD-approved market rent for the unit and/or termination of the lease, depending on the nature of the mandatory transfer.

**C. Voluntary Transfers**

Tenants must generally be in good standing with the PHA to be eligible for a voluntary

transfer. Tenant must not be under a pending termination or other adverse action based on circumstances including, but not limited to, poor housekeeping and nonpayment of rent or other charges.

1. **Voluntary Transfer Types.** Tenant may request transfer to a different PBRA unit in the following circumstances:

- a. *Discretionary Occupancy Transfer.* Tenants may request a transfer if the number of family members in Tenant's household does not exceed the maximum for the tenant's current unit size (number of bedrooms) but the household's composition makes the family eligible for a unit that is larger than their current unit. Families may request transfer if they are eligible for a larger unit. Discretionary Occupancy Transfers may be approved if they can be accommodated within the family's current project. Discretionary Occupancy Transfers will not be approved across projects unless the household is at the maximum occupancy for their current unit and no appropriately-sized unit exists within their current project.
- b. *Reasonable Accommodation Transfer.* Tenants may request a transfer to another PBRA unit as a reasonable accommodation for a handicap or disability. The need for transfer and its relationship to a disability must be verified by a healthcare professional familiar with the resident's condition. The transfer request must be reviewed and approved by the PHA in accordance with the requirements governing requests for reasonable accommodations.
- c. *VAWA Transfer.* In accordance with the Violence Against Women Act (VAWA) and associated regulations, tenants who are victims of domestic violence, dating violence, sexual assault, or stalking may request emergency transfer to a different PBRA unit or location if the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit.
- d. *Special Program Transfer.* Tenant may request a transfer to a different PBRA unit as necessary to facilitate moving into or out of a special PHA program that provides services at a particular PBRA unit or building. Such special programs include, but are not limited to, Congregate Housing Services Program (CHSP), Wilder Home Care Program, and Accessible Space Inc. Program (ASI).

2. **Number of Transfer Offers.** Tenants approved for any type of voluntary transfer will receive only one (1) offer of alternative housing. Failure to accept the offered unit without good cause may result in the cancellation of Tenant's transfer request and removal from further consideration for a voluntary transfer in the future.

**D. Transfer Unit Assignment and Offering Procedure**

The resident transferring shall be offered the unit of appropriate size for the household that has been held vacant the longest.

In general, transfers that are categorized as mandatory will receive two (2) unit offers while transfers categorized as voluntary will receive one (1) unit offer. In circumstances where two unit offers are received, the resident must reject the first unit in order to receive a second unit

offer. The second unit may or may not be in the same building, depending on where the next longest vacancy exists. If the resident transferring is offered the second unit, the first unit is no longer available. Rejection of the applicable number of units offered will result in cancellation of the transfer request and may impact the PHA's consideration of future requests submitted by the resident which involve the same or similar circumstances.

**E. Lease Agreement, Rent, and Utilities**

A new Dwelling Lease will be executed as a part of the transfer. However, the signing of a new Lease does not remove or eradicate prior or existing Lease violations from the prior dwelling unit and the PHA retains the right to terminate the new lease for violations of the prior Lease.

The PHA will not reexamine income and redetermine rent for a resident transferring within their current project, although the amount of rent payable may change due to a change in the applicable utility allowance. For residents transferring between projects, the PHA must reexamine income, redetermine rent, and charge a new security deposit.

Following a unit transfer, the PHA will re-examine income within 12 months of the resident's last eligibility review. The new lease is effective as of the day the transferring resident signs the lease and receives the keys to the new unit. The rent start date for the new unit, using the new utility allowance, if any, is the day the lease is executed.

The transferring resident is not responsible for paying utilities on more than one unit at a time. The resident is responsible for paying utilities at the old unit until the lease is signed for the new unit. After that the resident is responsible for paying utilities at the new unit. If the utility allowance for the new unit is higher than the utility allowance for the old unit, the resident will receive a credit against the first month's rent for the new unit. The amount of the credit is the difference between the two units' monthly utility allowances, pro-rated for the number of days the resident is responsible for the utilities in the new unit, from the day of lease signing to the end of the month.

A resident transferring under a voluntary transfer category must complete the move and turn in the keys for the old unit within 14 calendar days after receiving the new unit keys and signing the lease. If the resident does not turn in the old unit keys within 14 days, the resident will be assessed a utility surcharge for the old unit at the rate of \$5.00 per day, and may be subject to additional penalties for failing to timely vacate the previous unit. The utility surcharge will be assessed for each day after the 14th day, not including the day the resident turns in the keys.

**7. ADDING MEMBERS TO A HOUSEHOLD/LEASE-ONS**

If one or more persons not living in the assisted unit wish to be added to a lease and become members of a household currently living in the unit ("lease-on"), they must apply and meet the same eligibility requirements as other applicants. If the lease-on applicants are determined to be eligible and they can move into the household without exceeding the PHA's occupancy standards, they may be admitted without regard to their position on PBRA waiting list.

**A. Screening of Lease-On Applicants.**

The Assistant Manager or Housing Manager for the hi-rise development or management area

in which the resident currently resides is the initial contact for lease-on applications. Completed lease-on applications are submitted to the PHA Rental Office to conduct the eligibility interview and applicant screening. The same economic and non-economic eligibility criteria described above apply to lease-on applicants.

**B. Requirements for Lease-Ons.**

In order to be approved as a lease-on applicant:

1. The applicant must meet all PHA economic and non-economic eligibility criteria.
2. The existing household's current resident(s) must be in good standing.
3. The person applying to be added to the lease must not have been living in a PHA unit as an unauthorized person.
4. The person added to the household by leasing on will not be permitted to stay in the unit as the head of household (remaining household member) if the other member(s) of the household move out within twelve months after the effective date of the lease-on.

**C. Adding Minor Children to a Household.**

The PHA may approve a head of household's request to add (lease-on) 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.

**D. Occupancy Standards and Lease-On Applications**

If the additional persons are found eligible and if the size and composition of the household **would not exceed** the PHA's Maximum Occupancy Standards for Admission, the new members may be added to the lease and live with the household.

If the additional persons are found eligible but the size or composition of the household **would exceed** the PHA Maximum Occupancy Standards, the additional persons to be added to the lease will not be permitted to live with the family in that unit. The family members currently identified on the lease may remain in the unit.

1. If the new members are being added to the lease because of adoption, birth, or transfer of

legal custody, which event occurred during the resident's tenancy in the assisted unit, the family will be added to the occupancy transfer list for the suitable unit size according to the date of approval.

2. If the new members asking to be added to the lease are not joining the family due to adoption, birth, or transfer of legal custody occurring during the resident's tenancy in the assisted unit, the family has the option of applying for housing in a suitable size unit. They will not be added to the occupancy transfer list.

#### **E. Other Lease-On Considerations**

1. **Marriage does not automatically result in the spouse being added to the lease.** A spouse will be subject to the same economic and non-economic eligibility requirements for admission as other lease-on applicants.
2. **Live-in aides/care attendants** must meet non-economic eligibility screening standards.
3. **Social Security Numbers (SSNs) for Lease-Ons**
  - a. When a resident requests to add a new household member who is at least six years of age or under the age of six- and has an assigned SSN, the resident must disclose the assigned SSN and provide the PHA with documentation. The new household member may not be added until the family provides the documentation.
  - b. When a resident requests to add a new household member to the family, who is under the age of six and does not have an assigned SSN, the resident must disclose the assigned SSN and provide the PHA with documentation within 90 calendar days of the child being added to the household.
  - c. If the family is unable to disclose and provide evidence of the SSN within 90 calendar days, the PHA is required to grant the family an additional 90-day period to comply with the requirement, if the PHA determines the family was unable to comply with the requirements due to circumstances that could not have reasonably been foreseen and were outside the control of the family (for example, SSA delay, natural disaster, fire, death in the family, etc.).
  - d. If the family has not complied with the SSN disclosure and documentation requirements by the end of the time extension, the PHA must terminate the family's tenancy.

## **8. INCOME**

### **Income Definition**

(A) Annual income includes, with respect to the family:

- (1) All amounts not specifically excluded in 24 CFR § 5.609, received from all sources by each member of the family who is 18 years of age or older or is the head of household or spouse of the head of household, plus unearned income by or on behalf of each dependent who is under 18 years of age, and
- (2) When the value of net family assets exceeds \$50,000 (which amount HUD will adjust

annually in accordance with the Consumer Price Index for Urban Wage Earners and Clerical Workers) and the actual returns from a given asset cannot be calculated, imputed returns on the asset based on the current passbook savings rate, as determined by HUD.

**Calculating Income.** The PHA must calculate family income as follows:

- (1) Initial occupancy or assistance and interim reexaminations. The PHA must estimate the income of the family for the upcoming 12-month period:
  - (i) To determine family income for initial occupancy or for the initial provision of housing assistance; or
  - (ii) To determine family income for an interim reexamination of family income.
- (2) Annual Reexaminations.
  - (i) The PHA must determine the income of the family for the previous 12-month period and use this amount as the family income for annual reexaminations, except where the PHA uses a streamlined income determination.
  - (ii) In determining the income of the family for the previous 12-month period, the PHA must take into consideration any redetermination of income during the previous 12-month period resulting from an interim reexamination of family income.
  - (iii) The PHA must make adjustments to reflect current income if there was a change in income during the previous 12-month period that was not accounted for in a redetermination of income.
- (3) Use of other programs' determination of income.
  - (i) The PHA may determine the family's income prior to the application of any deductions based on income determinations made within the previous 12-month period for purposes of the following means tested forms of Federal public assistance:
    - (A) The Temporary Assistance for Needy Families block grant.
    - (B) Medicaid.
    - (C) The Supplemental Nutrition Assistance Program.
    - (D) The Earned Income Tax Credit.
    - (E) The Low-Income Housing Credit.
    - (F) The Special Supplemental Nutrition Program for Woman, Infants, and Children
    - (G) Supplemental Security Income.
    - (H) Other programs administered by the Secretary.
    - (I) Other means-tested forms of Federal public assistance for which HUD has established a memorandum of understanding.
    - (J) Other Federal benefit determinations made in other forms of means-tested Federal public assistance that the Secretary determines to have comparable reliability and announces through a Federal Register notice.
  - (ii) The PHA must obtain the annual income determination for other means-tested public assistance using the appropriate third-party verification. If the appropriate third-party verification is unavailable, or if the family disputes the determination made for purposes of the other form of Federal means-tested public assistance, the PHA must calculate annual income in accordance with 24 CFR part 5, subpart F.

## 9. INCOME LIMITS AND TARGETING REQUIREMENTS

Pursuant to the regulations contained in HUD Notice PIH 2012-32, the PHA shall comply with

the following income limit requirements for new applicants:

- Low Income Limit (80%) (Multifamily Project-Based Rental Assistance)

### **Income Targeting Requirements**

In order to achieve compliance with HUD's income targeting requirements, the PHA, within the established preferences above, will ensure that at least 40% of its applicants admitted in a given year are families with incomes at or below the 30% of median income level (ELI).

The PHA will annually examine the volume of unit turnover and applicant admissions for the past year and, based on this information, estimate the likely number of admissions for the coming year. If it is determined that the 40% requirement will most likely be achieved, no action will be taken. If it appears that the 40% requirement will not be accomplished by the normal selection process, the PHA will implement the following procedures:

- A. The PHA will adopt Method 1 as stated in the HUD Handbook 4350.3, Rev-1, CHG-4. In chronological order, the PHA will select eligible applicants from the waiting list whose incomes are at or below the extremely low-income limit to fill the first 40% of expected vacancies in the property. This may result in skipping the next applicant on the waiting list if their income level is over the ELI limit. Once the target number of move-ins has been reached, the PHA will admit applicants in waiting list order.
- B. If it is determined from examining the current waiting list that the income targeting level may not be achieved, the PHA will make efforts to locate an applicant(s) at the extremely low income level. If a vacancy occurs and the next applicant will go over the target number of move-ins, and an extremely low income applicant cannot be located within 30 days, the PHA will fill the vacancy with the applicant on top of the waiting list and make the appropriate notations on the waiting list report.

## **10. ASSETS**

### **Net family assets.**

(1) Net family assets is the net cash value of all assets owned by the family, after deducting reasonable costs that would be incurred in disposing real property, savings, stocks, bonds, and other forms of capital investment.

(2) In determining net family assets, the PHA must include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefor. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives consideration not measurable in dollar terms. Negative equity in real property or other investments does not prohibit the owner from selling the property or other investments, so negative equity alone would not justify excluding the property or other investments from family assets.

(3) Excluded from the calculation of net family assets are:

- (i) The value of necessary items of personal property;
- (ii) The combined value of all non-necessary items of personal property if the combined total value does not exceed \$50,000 (which amount will be adjusted by HUD in accordance with the Consumer Price Index for Urban Wage Earners and Clerical

- Workers);
- (iii) The value of any account under a retirement plan recognized as such by the Internal Revenue Service, including individual retirement arrangements (IRAs), employer retirement plans, and retirement plans for self-employed individuals;
  - (iv) The value of real property that the family does not have the effective legal authority to sell in the jurisdiction in which the property is located;
  - (v) Any amounts recovered in any civil action or settlement based on a claim of malpractice, negligence, or other breach of duty owed to a family member arising out of law, that resulted in a family member being a person with a disability;
  - (vi) The value of any Coverdell education savings account under section 530 of the Internal Revenue Code of 1986, the value of any qualified tuition program under section 529 of such Code, the value of any Achieving a Better Life Experience (ABLE) account authorized under Section 529A of such Code, and the value of any "baby bond" account created, authorized, or funded by Federal, State, or local government.
  - (vii) Interests in Indian trust land;
  - (viii) Equity in a manufactured home where the family receives assistance under 24 CFR part 982;
  - (ix) Equity in property under the Homeownership Option for which a family receives assistance under 24 CFR part 982;
  - (x) Family Self-Sufficiency Accounts; and
  - (xi) Federal tax refunds or refundable tax credits for a period of 12 months after receipt by the family.

(4) 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 trust fund is not a family asset and the value of the trust is not included in the calculation of net family assets, so long as the fund continues to be held in a trust that is not revocable by, or under the control of, any member of the family or household.

Third-party verification will be obtained for assets worth more than \$50,000<sup>2</sup>. The PHA must verify asset values at least every 3 years, whether more or less than \$50,000. The PHA will deny admission to applicants with net family assets exceeding \$100,000, or if the applicant family has a present ownership interest in, a legal right to reside in, and the effective legal authority to sell a piece of real property that is suitable for occupancy by the family as a residence (based on laws of the state or locality in which the property is located).

## 11. VERIFICATION

The PHA will verify information related to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, factors related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide, and other reasonable accommodations; full time student status of family members 18 years of age and older; Social Security numbers (if applicable); and citizenship/eligible noncitizen status. 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. The PHA will use a third party source to verify tenant employment and income

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<sup>2</sup> This threshold will be adjusted annually for inflation.

information for Reexaminations and Interims as well as for new move-ins approximately 90 days after the move-in date. As noted above, third-party verification will be obtained annually for assets worth more than \$50,000<sup>3</sup> and every 3 years for assets less than \$50,000.

Households may self-certify as to having assets worth less than \$50,000 and the amount of income expected to be received from those assets. Where the family has net family assets equal to or less than \$50,000, the PHA must obtain supporting documentation (e.g. bank statements) from the family to verify the assets or the amount of income expected to be received from those assets at least once every 3 years. When the family has net family assets in excess of \$50,000, the PHA will obtain supporting documentation (e.g. bank statements) from the family to confirm the assets.

The PHA may conduct streamlined reexaminations for families on fixed incomes when 90% or more of their income comes from Social Security, Supplemental Security Income (SSI) and Supplemental Security Disability Income (SSDI), federal, state, local and private pension plans, other periodic payments received from annuities, insurance policies, retirement funds, disability or death benefits and other similar types of periodic receipts that are of substantially the same amounts from year to year. In a streamlined reexamination, the PHA will recalculate family incomes by applying any published cost of living adjustments to the previously verified income amount.

## 12. TOTAL TENANT PAYMENT AND MINIMUM RENT HARDSHIP

### A. Total Tenant Payment (TTP)

The PHA calculates the total tenant payment (TTP) in accordance with the Multifamily HUD Model Lease and PHA addenda, HUD Handbook 4350.3: Occupancy Requirements of Subsidized Multifamily Housing Programs, and other applicable regulations. The PHA has adopted HUD rules permitting streamlined verification for fixed income households, and family declaration of assets under \$50,000.

The total tenant payment (TTP) represents the minimum amount a family must contribute toward rent and utilities regardless of the unit selected. The TTP is calculated using a statutory formula and individual income information. To calculate TTP, annual adjusted income and annual (gross) income must be converted to monthly adjusted income and monthly gross income by dividing the annual figures by 12 months.

The TTP is the **greater** of:

- 30 percent of monthly adjusted income;
- 10 percent of monthly gross income;
- The PHA minimum rent of **\$25**

#### *TTP Calculation Example:*

30% of Monthly Adjusted Income:	\$700 x .30 =	\$210
10% of Monthly Gross Income:	\$740 x .10 =	\$74

<sup>3</sup> This threshold will be adjusted annually for inflation.

PHA Minimum Rent:		\$25
Total Tenant Payment (highest of above)	=	\$210

**B. Minimum Rent Hardship Policy**

The Minimum Rent Hardship Policy is designed to protect families in crisis by allowing the PHA flexibility to address unique, unforeseeable circumstances that may occur. Those with a hardship may have their rent *suspended* until their case can be reviewed by management.

1. **Definition of Hardship.** A hardship exists in the following circumstances:

- a. When the family has lost eligibility for (or is awaiting an eligibility determination for) a federal, state, or local assistance program;
- b. When the family would be evicted as a result of the imposition of the minimum rent requirement;
- c. When the income of the family has decreased because of changed circumstances, including loss of employment;
- d. When the family has an increase in expenses because of changed circumstances, for health and medical costs, child care, transportation, education, or similar items;
- e. When a death has occurred in the household family.

2. If the PHA determines there is **no qualifying hardship** as listed above, the minimum rent will be reinstated, including requiring back payment of minimum rent to the PHA for the time of suspension.

3. If the PHA determines 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 a reasonable repayment agreement for any minimum rent back payment paid by the PHA on the family's behalf during the period of suspension.

4. 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. Such hardship cases will be reviewed no less than on an annual basis at time of re-exam. Families qualifying for exemption due to long-term hardship will be required to complete a quarterly interview with management or PHA staff to document the ongoing hardship.

5. **Appeals.** The family may use the informal hearing procedure to appeal the PHA's determination regarding the hardship. No escrow deposit will be required in order to access the informal hearing procedure.

### 13. DEDUCTIONS

Adjusted Household Income is annual income minus allowances for dependents and certain expenses to care for children and household members with a disability. Elderly and disabled households have an additional allowance and may also have deductions for certain health and medical expenses.

#### Annual Deductions

- \$480 for each dependent who is a member of the household, adjusted annually for inflation.
- \$525 per elderly household when the head or spouse is at least age 62, or has a disability, adjusted annually for inflation. Only one deduction per household may be taken even if both members are over age 62 or have a disability.
- Reasonable child care expenses for household members under the age 13 that enable a household member to have paid employment or go to school.<sup>4</sup>
- The sum of the following, to the extent the sum exceeds ten percent (10%) of annual income<sup>5</sup>:
  - Unreimbursed health and medical care expenses of any elderly family or disabled family; and .
  - Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with a disability, to the extent necessary to enable any member of the family (including the member who is a person with a disability) to be employed. This deduction may not exceed the combined earned income received by family members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus.

**Health and medical care expenses.** Health and medical care expenses are any costs incurred in the diagnosis, cure, mitigation, treatment, or prevention of disease or payments for treatments affecting any structure or function of the body. Health and medical care expenses include medical insurance premiums and long-term care premiums that are paid or anticipated during the period for which annual income is computed.

### 14. SECURITY DEPOSITS

Prior to move-in, all new residents (those without preexisting deposits under a prior public housing lease) or residents transferring to a different multifamily project will be charged a one-time security deposit equal to the first month's Total Tenant Payment or \$50.00, whichever is greater. In accordance with State law, the deposit will be refunded within 21 days after the resident has moved out, less any charges for unpaid rent or damages greater than normal wear and tear to the vacated unit, and provided the resident has submitted a forwarding address.

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<sup>4</sup> Households no longer eligible for the child care expense deduction (for example, due to loss of employment status or age of the child) can request a hardship exemption to retain the childcare expense deduction for 90 days if they would be unable to pay rent due to loss of the deduction.

<sup>5</sup> For households receiving a deduction for medical expenses as of December 31, 2023 based on the 3% threshold, the higher 10% threshold will be phased in, with expenses exceeding 5% of income deductible in the first year, 7.5% in the second year, and the full 10% effective the third year.

Management will provide the tenant with a detailed listing of items deducted from the security deposit within 21 days of vacating the unit. Generally, the security deposit must be paid in full at the time the applicant signs their lease. In instances where the full payment of the security deposit, in advance, will cause an undue financial hardship for the applicant, the Housing Manager, Rental Administrator, or designee, has the sole discretion to allow the applicant to enter into a Payment Agreement. An initial payment may be required when the keys are issued, and the remainder is to be paid over a period of time not to exceed three months.

## 15. LEASING PROCESS

### A. Offer of Available Units

When a unit becomes available for occupancy and it is not needed for an approved transfer (See. 5.E. above), it will be offered to the applicant at the top of the waiting list for that apartment type and bedroom size (taking into consideration income targeting requirements, special program eligibility, and whether an Emergency Declaration is in effect). Upon offer of an apartment, the applicant shall have an opportunity to inspect the unit along with management and to sign the Unit Inspection Report.

Failure to complete all of the move-in requirements within the assigned period will be considered a rejection of the unit offer.

### B. Prior to Move-In/Tenant Interview

Prior to taking occupancy, the PHA will meet with the applicant family and explain at a minimum the following topics during the Applicant Interview and/or at lease signing:

1. Security Deposits and refunds
2. Use of the EIV System after move-in
3. Annual Recertification process
4. Interim Recertification process
5. Unit Inspection
6. PHA House Rules
7. Transfer Policy
8. Student eligibility
9. Violence Against Women Act
10. Reporting requirement for income increases of 10% or more per month
11. Reporting changes in household composition
12. Unit rent and other charges
13. HUD Model Lease
14. Pet Policy

### C. Leasing of Dwelling Unit

The Head of Household and all adult household members are required to execute the HUD Model Lease and applicable lease addenda. The property House Rules will also be executed at the lease signing appointment. A signed copy of the Lease, applicable addenda, and House Rules will be provided to the lessee and the original will be filed as part of the permanent records established for the family.

## 16. UNIT INSPECTIONS

Upon move-in, new residents with leases effective after the RAD conversion will inspect the apartment together with the PHA and shall make note of any deficiencies in the unit, prior to signing the Lease. The inspection form will be used again upon move-out and the resident will be charged for any damages beyond normal wear and tear, except for items noted at move-in.

All units are inspected a minimum of once per year for housekeeping, damage and general repair. Residents will be notified at least 48 hours in advance of an inspection. In addition, residents must allow inspection (upon 48-hour notification being provided) by PHA staff and/or government/program officials.

The PHA is allowed to enter an apartment at any time without advance notification when there is reasonable cause to believe an emergency exists.

## 17. ANNUAL RECERTIFICATION REQUIREMENTS

- A. To ensure that assisted tenants pay rent commensurate with their ability to pay, HUD requires the following:
1. The PHA must conduct a recertification of family income and composition at least annually by the annual recertification anniversary date.
  2. Tenants must supply the information requested by executing the Recertification Application and must provide all requested supporting documentation.
  3. Tenants must sign consent forms and asset declaration forms each year.
  4. The PHA must use the EIV Income Report as third-party verification of income from sources available on EIV; i.e., Social Security benefits, wages, or Unemployment benefits.
  5. The PHA must obtain third-party verification of income sources not reporting data in EIV; i.e., Child Support, alimony, pensions, VA benefits, income from assets, gifts, valuation of assets and all other sources of income.
  6. Residents must provide documentation of other eligible factors used in determining allowances in the family's TTP; e.g., medical expenses, and disability-related expenses, and child care payments.
- B. The PHA must send Recertification Reminder notifications to residents to meet with management beginning at least **120** days prior to the annual recertification anniversary date. If the tenant does not respond, a Second Reminder Notice will be sent at **90** days prior to the annual recertification anniversary date. If the tenant fails to respond, a Third Reminder Notice will be sent to the tenant at **60** days prior to the annual recertification that includes a 60-day notice to terminate assistance if the tenant fails to respond.

***Failure to fully comply with the Annual Recertification process and submit all required documentation by the 10<sup>th</sup> day of the month prior to the recertification anniversary date, may result in termination of assistance or termination of tenancy. In this circumstance, assistance will not be available for at least one month, until such time as he or she complies with the recertification requirements.***

- C. If the tenant complies with the annual recertification process, the PHA must provide at least a

30-day written notice of any rent increase. *If the tenant does not report in a timely manner, the requirement to provide a 30-day notification of rent increase is waived and the increase may be applied retroactive to the first of the month following the date the increase occurred.*

- D. At annual recertification, an Initial Notice of Recertification (Form HUD-90100) will be provided to the resident indicating the reporting requirements and deadlines for the next annual recertification.
- E. Residents who do not comply with the recertification requirements in a timely manner or fail to provide requested documentation may be charged market rent until such time as the recertification process is complete, unless there are verified medical reasons or other extenuating circumstances that apply.

## 18. INTERIM RECERTIFICATION REQUIREMENTS

- A. Residents must notify the PHA within ten (10) calendar days of the occurrence of the following:
  - 1. A family member moves out of the unit;
  - 2. The family proposes to move a new member into the unit;
  - 3. An adult member of the family who was reported as unemployed on the most recent certification or recertification obtains employment;
  - 4. The family's unearned household income cumulatively increases by \$10% or more per month;
  - 5. The family's household income (earned and/or unearned) has increased after having reported a decrease in household income since their last annual recertification, or if the household was at zero income when the change occurred.
- B. Residents may request an interim recertification due to any changes occurring since the last recertification that may affect the TTP or tenant rent and assistance payment for the tenant. Changes a tenant may report include:
  - 1. Decreases in earned income or benefits;
  - 2. Increases in allowances such as health and medical expenses;
  - 3. Other changes affecting the TTP, such as a family member who attains the age of 62, or a family member becoming disabled.
- C. When reporting changes in income and/or family composition, the resident must provide all requested documentation to substantiate the change.
- D. Earned income means income or earnings from wages, tips, salaries, other employee compensation, and net income from self-employment. Earned income does not include any pension or annuity, transfer payments (meaning payments made or income received in which no goods or services are being paid for, such as welfare, social security, and governmental subsidies for certain benefits), or any cash or in-kind benefits.
- E. When proposing to add a new household member, the PHA will apply screening criteria to all

adults (including live-in aides) for drug-related criminal activity, other criminal activity, State lifetime sex offender registration, other eligibility criteria, and EIV Existing Tenant Search before approving the move-in.

- F.** The proposed household member must disclose and provide verification of their SSN (including live-in aides). New household members (except live-in aides) must provide information regarding all sources of income, execute the Racial & Ethnic Data Form, Declaration of Citizenship and provide proof of age. The head of household may execute these documents for minor children. Adults must sign the Form HUD-9887/9887A Consent Form.
- G.** If the tenant complies with the interim reporting requirements, rent changes must be implemented as follows:
1. Rent Increases – If the tenant’s rent increases because of an interim adjustment, the PHA must give the tenant 30 days advance notice of the increase. The effective date of the increase will be the first of the month commencing after the end of the 30-day notice period.
  2. Rent Decreases – If the tenant’s rent decreases, the change in rent is effective on the first day of the month after the date of action that caused the interim certification.
- H.** If the tenant does not comply with the interim reporting requirements, and the PHA discovers the tenant failed to timely or accurately report a change as required, the effective date of the change is as follows:
1. Rent Increases – The PHA will implement any resulting rent increase retroactive to the first of the month following the date that the change occurred.
  2. Rent Decreases – Any resulting rent decrease will be implemented effective the first of the month following completion of the recertification process. Tenant shall not be entitled to a retroactive rent decrease or credit for any months prior to the date that the income decrease was first reported in writing to the PHA.

## 19. TENANT PROCEDURAL RIGHTS

### **A. Termination of Tenancy and Assistance**

1. **Termination Notification.** The PHA shall provide adequate written notice of termination of the lease which shall not be less than:
  - a. A reasonable period of time, not to exceed 30 days:
    - (i) If health or safety of other tenants, owner employees, or persons residing in the immediate vicinity of the premises is threatened; or
    - (ii) In the event of any drug-related or violent criminal activity or any felony conviction.
  - b. Not less than 14 days in the case of nonpayment of rent; and
  - c. Not less than 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.
2. **Termination of Assistance.** In all other cases, the requirements at 24 CFR § 880.603, the

Multifamily HUD Model Lease, and other HUD multifamily administrative guidance shall apply.

## **B. Grievance Process**

1. In addition to program rules that require that tenants are given notice of covered actions under 24 CFR Part 245 (including increases in rent, conversions of a project from project-paid utilities to tenant-paid utilities, or a reduction in tenant paid utility allowances, etc.), the following procedural rights will apply in accordance with the requirements of section 6 of the Act:
  - a. Tenants will be provided with notice of the specific grounds of the PHA's proposed adverse action, as well as, their right to an informal hearing with the PHA;
  - b. Tenants will have an opportunity for an informal hearing with an impartial member of the PHA's staff within a reasonable period of time. An "impartial member of the PHA's staff" shall mean any person designated by the PHA who was not directly involved in making the specific decision being challenged and is not a subordinate of the person who made the decision;
  - c. Tenants will have the opportunity to be represented by another person of their choice, to ask questions of witnesses, have others make statements at the hearing, and to examine any regulations and any evidence relied upon by the PHA as the basis for the adverse action. With reasonable notice to the PHA, prior to the hearing and at the tenants' own cost, the tenant may copy any documents or records related to the proposed adverse action; and
  - d. The PHA will provide the tenant with a written decision within a reasonable period of time stating the grounds for the adverse action, and the evidence the PHA relied upon as the basis for the adverse action.
2. The PHA will be bound by decisions from these hearings, except if:
  - a. The hearing concerns a matter that exceeds the authority of the impartial party conducting the hearing; or
  - b. The decision is contrary to HUD regulations or requirements, or otherwise contrary to federal, State, or local law.

## **20. SPECIAL OCCUPANCY SITUATIONS**

The following are additional policies for residents participating in special programs that provide supportive services and for police officers living in PBRA units, and other special occupancy situations.

### **A. Special Programs To Assist Tenant Lease Compliance**

Participants in three special programs that operate on PHA properties receive necessary assistance that enables them to comply with the PHA's Dwelling Lease. The following is a general summary of each of these special programs:

1. **Congregate Housing Services Program (CHSP)** is operated by the PHA at Edgerton, Iowa, Montreal, and Ravoux Hi-Rises. It assists frail residents who need a moderate

amount of non-medical help to live on their own. It provides two meals a day but is not staffed 24 hours per day. Participants pay regular PHA rent and a program service fee based on income.

2. **Wilder Home Care Program** is operated by the Amherst H. Wilder Foundation at Hamline and Ravoux Hi-Rises. It provides three meals a day and 24 hour supportive services to residents who are frail, but do not require full-time nursing care. Participants pay regular PHA rent and may pay for some services based on income.
3. **Accessible Space, Inc. (ASI)** operates in designated units at Valley Hi-Rise. ASI is a non-profit corporation that provides training and transitional supportive services for mobility-impaired and brain-injured adult residents. Participants pay regular PHA rent and a program service fee based on income.

#### **B. Special Programs' Eligibility Criteria**

1. **General Eligibility.** Applicants for any of the special programs must meet the same general economic and non-economic eligibility criteria as all other applicants.
2. **Additional Eligibility Requirements.** Each special housing program has its own specific eligibility requirements. Unless specifically addressed in this section, tenants participating in special programs shall be governed by the same policies that are established in this document and that govern all PHA tenants.
3. **Current Tenants.** Current PHA tenants in any building, as well as applicants for housing assistance, may apply to participate in these programs by submitting an application directly to the administering agency. Some special programs are limited to designated developments, and current PHA tenants who live elsewhere must transfer as a condition of participation.

#### **C. Special Programs Status Within the PBRA Program**

1. **Applicant Preference/Priority.** An applicant who is found to be eligible and is approved for one of the special housing programs will receive five (5) waiting list preference points. Applicants who receive this preference are only eligible for admission into a unit assisted by one of the PHA's special programs.
2. **Tenant Transfers.** Transfers to permit PHA tenants to participate in a special housing program will be subject to the approval of the Rental Administrator and the administrator of the special program.
3. **Ineligibility for Special Program Due To Level of Need for Services**
  - a. An applicant who is found to be ineligible for one of the special housing programs, because the applicant's needs for services exceed the amount and type of services available in the program, will be considered for admission to or continued occupancy in the regular PBRA program based on the specific circumstances, without regard to

the special housing determination.

- b. An applicant who is found to be ineligible for admission to one of the special housing programs, because the level of need for services is not great enough to warrant admission, or whose service needs can be satisfactorily met by using other available resources, will be considered for admission to or continued occupancy in the regular PBRA program based on the specific circumstances, without regard to the special housing determination.

**D. Officer In Residence Program**

The PHA provides housing to police officers and their families in some hi-rises and family developments, in cooperation with the Saint Paul Police Department, under a plan approved by HUD. (24 CFR § 960.505)

1. **Non-Resident Status.** Participants in the Officer in Residence (OIR) Program are not considered PBRA residents. They are not subject to the same requirements and do not have the same rights as other PHA tenants.

**2. Other Conditions**

- a. They do not have to qualify as a Lower Income Family.
- b. They are subject to the non-economic eligibility criteria outlined in the PHA's Tenant Selection Plan, including, but not limited to, rental history and criminal screening.
- c. If they are required to pay rent, the rent is set at a reasonable level by the PHA. The formula for Total Tenant Payment is not applicable.
- d. They are not subject to HUD lease and grievance provisions.
- e. They will be required to move out of the unit if their employment with the Saint Paul Police Department is terminated, or if a change in their work assignments makes them unable to fulfill the obligations of the Officer in Residence.
- f. They do not have any Choice-Mobility rights.
- g. They are not voting members of the Resident Council.

**21. CHOICE-MOBILITY RIGHTS UNDER RAD PBRA**

- A. Residents of PBRA properties have the right to request tenant-based assistance after the later of 24 months from date of execution of the HAP contract or 24 months after the date the resident moves into the PBRA property.
- B. HUD allows PHAs to limit the number of Choice-Mobility moves under the PBRA program in two ways:
  1. The PHA will provide no more than one-third of its turnover vouchers to residents of RAD properties in any one year; and
  2. The PHA may limit Choice-Mobility moves to no more than 15 percent of assisted units in each RAD hi-rise property or management area.
- C. The PHA will utilize either or both methods allowed in Section 18B when administering

Choice Mobility Rights.

- D.** If there are no available vouchers at the time of the tenant's request for tenant-based assistance, the resident will be placed on the PHA's RAD-Multifamily HCV Waiting List.

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Recommended for PHA Board Approval on August 23, 2023