

**BLOOMINGTON HOUSING & REDEVELOPMENT
AUTHORITY**
In and for the CITY OF BLOOMINGTON

ADMISSION

AND CONTINUED OCCUPANCY POLICIES

LOW RENT PUBLIC HOUSING

September 13, 2011



The Bloomington HRA complies with all applicable provisions of the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, and does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its services, programs, or activities. Upon request, accommodation will be provided to allow individuals with disabilities to participate in all HRA services, programs, and activities. The HRA has designated coordinators to facilitate compliance with the Americans with Disabilities Act of 1990 (ADA), and to coordinate compliance with Section 504 of the Rehabilitation Act of 1973 as mandated by the U.S. Department of Housing and Urban Development regulations. For information, contact the HRA, 1800 West Old Shakopee Road, Bloomington, MN 55431-3027; (952)563-8733 (Voice); (952)563-8740 (TTY).

Upon request, this information can be available in Braille, large print, audio tape and/or electronic format.

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PART 1

INTRODUCTION

This documents sets forth policies for the operation of the Housing and Redevelopment Authority's (HRA) Public Housing units. These units are funded by the Department of Housing and Urban Development. Policies are generally updated annually to reflect policy changes or relevant changes in Federal regulations or policies. However, changes in Federal regulations may occur that supercede policies set forth in this document.

PART 2

DEFINITIONS

1. Adjusted Income: Annual Income Less:

- A. \$480 for each Dependent;
- B. \$400 for any Elderly Family;

For any family that is not an elderly family but has a handicapped or disabled member other than the head-of-household or spouse/co-head, handicapped assistance expenses in excess of three (3) percent of Annual Income but this allowance may not exceed the employment income received by family members who are 18 years of age or older as a result of the assistance to the handicapped or disabled person;

D. For any Elderly Family:

- 1. That has no handicap assistance expenses, an allowance for medical expenses equal to the amount by which the medical expenses exceed three (3) percent of annual income;
- 2. That has handicap assistance expenses greater than or equal to three (3) percent of annual income, an allowance for handicapped assistance expenses computed as defined in Paragraph C, of this Section, plus an allowance for medical expenses that is equal to the family's medical expenses;
- 3. That has handicapped assistance expenses that are less than three (3) percent of annual income, an allowance for combined handicapped assistance expenses and medical expenses that is equal to the amount by which the sum of these expenses exceeds three (3) percent of annual income;

E. Child Care Expenses.

2. Annual Income:

- A. Annual income is the anticipated total income from all sources received by the Family head and spouse/co-head (even if temporarily absent) and by each additional member of the Family, including all net income derived from assets,

for the twelve (12) month period following the effective date of initial determination or reexamination of income, exclusive of certain types of income as defined in Paragraph C, of this Section.

B. Annual Income includes, but is not limited to:

1. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
2. The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the Family;
3. For assets held by the family with a combined net value of \$5,000.00 or greater, the interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. All allowances for depreciation is permitted only as defined in Paragraph (B)(2), of this Section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the Family. Where the Family has Net Family Assets in excess of \$5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate, as determined by HUD;
4. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts;
5. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay, except as defined in Paragraph (C)(3), of this Section;
6. If the Welfare Assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the

Welfare Assistance agency in accordance with the actual cost of shelter and utilities, the amount of Welfare Assistance income to be included as income shall consist of:

- (a) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
- (b) The maximum amount the Welfare Assistance agency could in fact allow the Family for shelter and utilities. If the Family's Welfare Assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage. If the Family's Welfare Assistance is reduced because of fraud or failure to participate in an economic self-sufficiency program or comply with work activities requirement, the amount calculated will not be based upon the reduced benefit, but the full grant amount possible if requirements were met.

- 7. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions and gifts received from persons not residing in the dwelling; and
- 8. All regular pay, special pay and allowances of a member of the Armed Forces, except as defined in Paragraph (C)(7), of this Policy.

C. Annual Income does not include the following:

- 1. Income from employment of children (including foster children) under the age of 18 years;
- 2. Payments received for the care of foster children;
- 3. Lump-sum additions to family assets, such as inheritances, insurance payments, (including payments under health and accident insurance and worker's compensation), capital gains, and settlement for personal or property losses, deferred periodic payments received in a lump sum from SSI and Social Security, except as defined in Paragraph (B)(5), of this Section;
- 4. Amounts received by the Family, that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

5. Income of a Live-in Aide, as defined in #13 of this Section;
6. Amounts of scholarships funded under Title IV of the Higher Educational Act of 1965, including awards under the Federal Work Study Work Program or under the Bureau of Indian Affairs student assistance programs;
7. The special pay to a Family member in the Armed Forces who is exposed to hostile fire;
8.
 - (a) Amounts received under training programs funded by HUD;
 - (b) Amounts received by a Disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS); or
 - (c) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
9. Temporary, nonrecurring or sporadic income (including gifts);
10. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the United States Housing Act of 1937;
11. Payments to volunteers under the Domestic Volunteer Services Act of 1973;
12. Payments received under the Alaska Native Claims Settlement Act;
13. Income derived from certain submarginal land of the United States that is held in trust for certain Indian Tribes;
14. Payments or allowances made under the Department of Health and Human Services, Low-Income Home Energy Assistance Program;
15. Payments received under programs funded in whole or in part under the Job Training Partnership Act (JTPA);

16. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians;
17. The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims or from funds held in trust for an Indian Tribe by the Secretary of the Interior;
18. Payments received from programs funded under Title V of the Older Americans Act of 1965;
19. Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation;
20. Payments received under the Maine Indian Claims Settlement Act of 1980;
21. The value of any child care provided or arranged (or any amounts received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990;
22. Any earned income tax credit.
23. For family members who enrolled in certain training programs prior to 10/1/99, the earnings and benefits resulting from the participation if the program provides employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State, or local law during the exclusion period. For purposes of this exclusion the following definitions apply:
 - a. Comparable Federal, State or local law means a program providing employment training and supportive services that:
 - i. Is authorized by a Federal, State or local law:
 - ii. Is funded by the Federal, State or local government:
 - iii. Is operated or administered by a public agency; and
 - iv. Has as its objective to assist participants in acquiring employment skills.

- b. Exclusion period means the period during which the family members participates in a program described in this section , plus 18 months from the date the family member begins the first job acquired by the family member after substantial completion of such program that is not funded by public housing assistance under the 1937 Act.

If the family member is terminated from employment with good cause, the exclusion period shall end.

- c. Earnings and benefits mean the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.

- 24. The incremental earnings due to employment during a cumulative 12 month period following date of the initial hire shall be excluded. This exclusion will not apply for any family who concurrently is eligible for another earned income disregard. Additionally, this exclusion is only available to the following families:

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

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

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

- D. If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized, subject to a redetermination at the end of the shorter period. Clients with a history of temporary and/or sporadic employment will have income derived from temporary/sporadic employment annualized for the purpose of calculating rent.

3. Child Care Expense: Amounts anticipated to be paid by the Family for the care of children under 13 years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a Family member to be gainfully employed or to further his/her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare, and, in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment.

4. Dependent: A member of the Family household (excluding foster children) other than the Family head or spouse/co-head, who is under 18 years of age or is a Disabled Person or Handicapped Person, or is a Full-time Student.

5. Disabled Person: A person under a disability as defined in Section 223 of the Social Security Act (42 U.S.C. 423) or who has a developmental disability as defined in Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)).

6. Displaced Person: A person displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized under Federal disaster relief laws.

7. Drug Free Zone: Any public housing unit administered by HRA plus the area within 300 feet of the property's boundary, or one city block, whichever distance is greater, shall be free of selling, possessing, or possessing with intent to sell any illegal controlled substance. The courts will impose maximum sentencing penalties for unlawful controlled substance crimes committed within this defined zone. (Section 1. Minnesota Stat. 1990, section 152.01 subd. 19)

8. Elderly Family: A Family whose head or spouse/co-head (or sole member) is an Elderly, Disabled or Handicapped Person. It may include two (2) or more Elderly, Disabled or Handicapped Persons living together, or one or more of these persons living with one or more Live-in Aides.

9. Elderly Person: A person who is at least 62 years of age.

10. Family: Two or more persons who are either related by blood, marriage, or adoption, or will sustain a stable family relationship over a period of time by sharing expenses and familial responsibilities, sharing residency, with all income and resources available to meet the family's needs.

11. Flat Rent Rate: Rent based upon rents approved for the Section 8 program for Bloomington.
12. Full-Time Student: A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.
13. Handicapped Assistance Expenses: Reasonable expenses that are anticipated, during the period for which Annual Income is computed, for attendant care and auxiliary apparatus for a Handicapped or Disabled Family member and that are necessary to enable a Family member (including the Handicapped or Disabled member) to be employed, provided that the expenses are neither paid to a member of the Family nor reimbursed by an outside source.
14. Handicapped Person: A person having a physical or mental impairment that; (a) is expected to be of long-continued and indefinite duration; (b) substantially impedes his/her ability to live independently; and (c) is of such nature that such ability could be improved by more suitable housing conditions.
15. Live-In Aide: A person who resides with an elderly, disabled, or handicapped person(s) and who; (a) is determined by the HRA to be essential to the care and well being of the person(s); (b) is not obligated for support of the person(s); and (c) would not be living in the unit except to provide necessary supportive services.
16. Lower Income Family: A Family whose Annual Income does not exceed 80 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families. HUD may establish income limits higher or lower on the basis of its finding that such variations are necessary because of prevailing levels of constructions costs or unusually high or low family incomes.
17. Medical Expenses: Those medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed, and that are not covered any insurance.
18. Minimum Rent – Minimum rent shall be \$50.
19. Monthly Adjusted Income: One twelfth of Adjusted Income.
20. Monthly Income: One twelfth of Annual Income.
21. Near Elderly Family: A family whose head or spouse/co-head (or sole member) is at least 50 years of age and below the age of 62 years.

22. Net Family Assets: Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded. (In cases where a trust fund has been established and the trust is not revocable by, or under the control of, any member of the Family or household, the value of the trust fund will not be considered an asset so long as the fund continues to be held in trust. Any income distributed from the trust fund shall be counted when determining Annual Income as defined in Paragraph (B)(3), of this Section. Net Family Assets shall include the value of any assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two (2) years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms.
23. Public Housing Agency (PHA): Any State, county, municipality or other governmental entity or public body (or agency or instrumentality thereof) that is authorized to engage in or assist in the development or operation of housing for lower income families.
24. Single Person: A person who lives alone or intends to live alone and who does not qualify as an elderly family or a displaced person or as the remaining member of a tenant Family.
25. Single Room Occupancy (SRO): A unit which contains no sanitary facilities or food preparation facilities, or which contains one but not both types of facilities and which is suitable for occupancy by a single eligible individual capable of independent living.
26. Tenant Rent (Income-based): The amount payable monthly by the Family as rent to the HRA. Where all utilities (except telephone) and other essential housing services are supplied by the HRA, Tenant Rent equals Total Tenant Payment. Where some or all utilities (except telephone) and other essential housing services are not supplied by the HRA and the cost thereof is not included in the amount paid as rent, Tenant Rent equals Total Tenant Payment less the applicable Utility Allowance.
27. Total Tenant Payment: The monthly amount calculated as defined in Part 8, of this Policy.
28. Utility Allowance: If the cost of utilities (except telephone) for an assisted unit is not included in the Tenant Rent, but is the responsibility of the Family occupying the unit, an

amount equal to the estimate made or approved by the HRA or HUD will be used in calculating rent. The estimated utility allowance amount is based upon the monthly cost of a reasonable consumption of such utilities by an energy-conservation household of modest circumstances on a rolling basis.

29. Utility Reimbursement: The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the Family occupying the unit.
30. Very Low-Income Family: A Lower Income family whose Annual Income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.
31. Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State or local governments.

PART 3

ELIGIBILITY REQUIREMENTS

1. Profile Requirements:

To be eligible for admission, an applicant must meet the following qualifications:

- A. Income Limits - To be financially eligible, the applicant family must meet the income limits as defined in Appendix A; and
- B. Family - Two or more persons who are either related by blood, marriage, or adoption, or will sustain a stable family relationship over a period of time by sharing expenses and familial responsibilities, sharing residency, with all income and resources available to meet the family's needs.
- C. Citizenship/Eligibility Status - Each member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Action of 1980. (This includes adults and minors.)
- D. Social Security Number Documentation – All family members 6 years of age and older must provide a Social Security number or certify that they do not have one.

2. Non-Economic Eligibility Criteria:

In determining eligibility, the following factors shall apply:

- A. Whether the conduct of the applicant in present or prior housing has been such that admission to the program may adversely affect the health, safety, or welfare of other residents, or the physical environment, or the financial stability of the project. A record of any of the following may be sufficient cause for the HRA to deny eligibility:
 - 1. An applicant's past poor performance in meeting financial obligations, especially rent and utilities;
 - 2. A record of disturbance of neighbors, destruction of property, or unacceptable living or housekeeping habits;
 - 3. Involvement in criminal activity involving crimes of physical violence to persons or property or a record of other criminal acts which would

adversely affect the health, safety, or welfare of other residents. Includes engaging in the use of an illegal drug or if the HRA has reasonable cause to believe that a household member's illegal use or pattern of illegal use may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

3. Evidence of fraud in connection with any Federal housing program.
 4. A record of lease termination from housing (taking into account date and circumstance).
 5. Denied for life – If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property (project based and/or tenant based);
 6. Denied for life – If any family member has a lifetime registration under a State sex offender registration program.
 7. Failure to disclose previous residential history, criminal history, alias names, lease terminations, or housing assistance.
 8. If any household member was evicted from federally assisted housing for drug-related criminal activity within three years. The three years begins on the date of the eviction.
 9. If there is reasonable cause to believe that a household member's abuse or pattern of abuse of alcohol that may threaten the health, safety, or peaceful enjoyment of the premises by other residents or neighbors.
- B. In determining eligibility for admission, the HRA shall rely upon sources of information which may include, but not be limited to, the applicant (by means of interviews and/or home visits) Authority records, previous landlords, credit reports, employers, family social workers, parole officers, court records, drug treatment centers, clinics, physicians or police departments where warranted by particular circumstances.

All adult applicants will be required to sign consent forms allowing the HRA to perform a criminal background check(s) to determine eligibility. Information sources may include, but are not limited to the Bloomington Police Department, Minnesota Bureau of Criminal Apprehension, and the Federal Bureau of Investigation.

- C. In the event of the receipt of unfavorable information with respect to an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors which might indicate a reasonable probability of favorable future conduct or financial prospects for example: evidence of rehabilitation; evidence of the applicant family's participation in or willingness to participate in social service or other appropriate counseling service programs and availability of such programs; evidence of the applicant family's willingness to attempt to increase family income and the availability of training or employment programs in the locality.

If a household member has committed acts that would require denial of admission or termination of tenancy, the HRA may require the household to exclude the offending family member to be admitted to the program or to continue to reside in the assisted unit.

- 3. The HRA must promptly notify any applicant determined ineligible for admission to a project of the basis for such determination, and must provide the applicant upon request, within a reasonable time after the determination is made, an opportunity for an informal hearing on such determination.

The applicant may request an informal hearing if he/she does not agree with the decision to deny admission to the program. The request must be written, directed to the HRA, signed and dated and received within ten working days from the date of the denial letter. The HRA will arrange for a hearing officer and advise the applicant of the time and date of the hearing. The hearing officer will be a person not involved in the decision to deny participation. After the hearing, the decision of the hearing officer will be mailed to the applicant at the address he/she has provided to the HRA within ten working days. Program Applicants are not eligible for the Participant's Grievance Procedures.

PART 4

VERIFICATIONS

1. As a condition of admission to, or continued occupancy of, any assisted unit under the public housing program, the HRA shall require the family head and other such family members as it designates to execute a HUD approved release and consent authorizing any depository or private source of income, or any Federal, state or local agency, to furnish or release to the HRA and to HUD such information as the HRA or HUD determines to be necessary. The HRA shall also require the family to submit directly documentation determined to be necessary. Information or documentation shall be determined to be necessary if it is required for purposes of determining or auditing a family's eligibility to receive housing assistance, for determining the family's adjusted income or tenant rent, for verifying related income, or for monitoring compliance with equal opportunity requirements. The use of disclosure of information obtained from a family or from another source pursuant to this release and consent shall be limited to purposes directly connected with administration of this part or applying for assistance.
2. Tenant files will contain documentation of all verifications.
3. All income and assets (if total value is \$5,000.00 or greater) will be verified by third parties at the time of the reexamination. If a third party verification is not possible, then checking W-2 Forms, or check stubs, viewing checks in payment of pensions, social security, alimony, etc will be sufficient. All steps or investigations to insure accuracy of income and asset determinations will be made and will be documented in the files of the tenant. Social security amounts will be determined by adding COLA to the last verified amount.
4. The HRA will verify the identity of all household members at admission to the program or before being added to an existing program unit. Acceptable verification of identity for adults are: State issued current driver's license or identification card; US Military ID; US Passport; naturalization or legal non-citizen documents; and/or certificate of birth. Any documentation that does not include a photograph of the adult must be accompanied by an acceptable document with a photograph. Acceptable verification of identity for children are: certificate of birth, adoption documents, and/or custody agreement.

The HRA will verify the guardianship status of any minor before admission to the program or being added to an existing program unit. Acceptable verification of guardianship status is: documentation of court-ordered guardianship, verification from State or County officials, and/or tax records showing status as a dependent of household head. Absent these documents, the HRA may accept a notarized Certificate of Substitute Caretaker.

PART 5

TENANT SELECTION AND ASSIGNMENT POLICIES

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

As required by HUD, the HRA will reserve at least 40% of its units for persons making less than 30% of the median income. This policy may be waived if the percentage of persons on the HRA Section 8 Rent Assistance Program exceed the percentage applicable for this program.

If the HRA has met the requirements stated in the previous paragraph the Authority, in order to attain a tenant population with a broad range of incomes representative of low-income families in the HRA's jurisdiction, will select tenants from the waiting list with rent paying ability sufficient for the HRA's housing program to maintain financial stability. Selection of persons below 30% of median will continue, even if the required percentages have been achieved, if their application is ranked higher than a household making more than 30%. If financial constraints require higher income admission, the HRA will take formal action prior to admitting lower ranked high-income households.

In order to attain these goals:

1. On an annual basis, the HRA will analyze the income levels of the families residing in public housing and the income levels of the families on the waiting list. Based on this analysis, we will determine the level of marketing strategies and deconcentration policies to implement.
2. The HRA will not discriminate against any applicant because of race, color, religion, age, sex of household head, national origin, familial status, sexual orientation, handicap or receipt of public assistance. The HRA will not automatically deny admission to a particular group or category of otherwise eligible applicants.
3. The HRA will accept applications from all interested persons, up to a maximum of 500 applicants to be placed on the two bedroom waiting list and the 500 applicants on the three bedroom waiting list. Once all income eligible applications are received, a lottery will be conducted for a spot on the waiting lists. The HRA will inform each applicant if they have won a position on the list or not. Each applicant will be assigned his/her appropriate place on a community-wide basis in sequence based upon their position assigned by the lottery, suitable type or size of unit, and factors affecting preference or

priority established by the Local HRA's regulations. At a given time, the applicant first on the waiting list shall be offered a suitable unit. If the applicant rejects the unit offered the applicant will go to the bottom of the appropriate category. When the applicant is again first on the list, they will again be offered a unit. If the applicant again rejects the unit offered, the Family will be removed from the waiting list. A Family that is on a Section 8 waiting list will not lose its place on that waiting list by applying for the HRA's public housing projects.

In carrying out the above plan, should the applicant present to the satisfaction of the Local HRA clear evidence that acceptance of a given offer of a suitable vacancy will result in undue hardship not related to considerations of race, sex, religion, color, national origin or language, such as inaccessibility to source of employment, children's day care and the like, refusal of such an offer shall not be counted as one of the number of allowable refusals permitted an applicant however the applicant will be placed at the bottom of the appropriate category.

4. The HRA, in selecting eligible applicants to fill available units of suitable size, will give preference to applicants who live or work in Bloomington.

Applicants who qualify for this Preference must live, work, or be hired to work in Bloomington at the time of their initial application or anytime thereafter until assistance is available. Or, an applicant must be enrolled in a recognized training and counseling program in Bloomington designed to assist the applicant family in becoming self-sufficient or reduce their dependency on welfare and other assistance programs. Or, an applicant who is in a recognized Bloomington school with a college degree, diploma or certificate program, and is enrolled in at least one class with lab or two classes per quarter or semester (verifiable via fee statements and grade transcripts). A Preference will also be given to those disabled applicants who utilize established service providers located within the City of Bloomington.

5. Reassignment or transfers to other dwelling units shall be made without regard to race, color, national origin, religion, familial status, sex, age or handicap as follows:
 - A. Tenants shall not be transferred to a dwelling unit of equal size except for alleviating hardships as determined by the HRA Administrator or his/her designee;
 - B. Transfers shall be made to correct occupancy standards;
 - C. Transfers required to comply with occupancy standards shall take precedence over new admissions.

6. To preclude admission of applicants whose habits and practices reasonably may be expected to have a detrimental effect on the tenants or project environment the HRA will follow the requirements as defined in Part 2, (2)(B) of this Policy.

PART 6

OCCUPANCY STANDARDS

Dwelling units will be assigned as follows:

- A. No more than two (2) persons will be required to occupy a bedroom;
- B. A live-in care attendant who is not a member of the family will not be required to share a bedroom.

Following is the range of persons per bedroom:

NUMBER OF BEDROOMS	NUMBER OF PERSONS	
	Minimum	Maximum
2	2	4
3	3	6
4	4	8
5	5	10

If, because of a physical or mental handicap of a household member or a person associated with that household, a family may need a unit that is larger than the unit size suggested above. A physician must document such need in writing or other professional deemed acceptable to the HRA.

Such standards may be waived when a vacancy problem exists and it is necessary to achieve or maintain full occupancy by temporarily assigning a family to a larger size unit than is required. Such family may be transferred to the proper size unit as soon as one becomes available.

PART 7

WAITING LIST

1. Two waiting lists will be maintained for all low rent properties. One waiting list will consist of apparently eligible two bedroom households and one waiting list will consist of apparently eligible three bedroom households. The Bloomington HRA will place each family on the waiting list they qualify for based on household size. Some families will be placed on both waiting lists. Each waiting list will consist of apparently eligible applicants, based on type and size of unit required, factors affecting preference, and date and time the application was received. Application forms will be completed to the extent that all factors of eligibility are included and the HRA can make a determination on the apparent eligibility status of the applicant.
2. Contact will be made annually with apparently eligible persons on the waiting list to keep a current list of persons actually remaining interested in, and apparently eligible for housing. Those persons not responding to this yearly inquiry will be removed from the waiting list.
3. Applications of persons on the Waiting List will be administered as set forth in Part 4 and Part 5 of this policy.
4. In accordance with the settlement of the Holman consent decree, at least four units of the Lyndale Townhome project may be leased to applicants from the waiting list for Public Housing maintained by the Minneapolis Public Housing Authority, in accordance with their admissions and occupancy policy. Any remaining units will be from the Bloomington HRA waiting list, in accordance with the policies set forth herein.

PART 8

SCHEDULE OF RENTS

The Total Tenant Payment shall be the highest of the following Income Based Rents, rounded to the nearest dollar:

- A. 30% of monthly adjusted income;
- B. 10% of monthly income; or
- C. \$50 minimum rent;
- D. If the family receives welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing cost, is specifically designated by such agency to meet the family's housing cost the monthly portion of such payments which is so designated. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be the amount resulting from one application of the percentage.

OR

A Flat Rent, which is based on the Section 8 Approved Rents set by the Section 8 Program in Bloomington. A family has the choice of an income-based rent, or a flat rent. Families may switch from a flat rent to an income based rent due to hardship reasons. For families choosing the flat rent, the HA will reexamine the family's income at least once every three years.

Rent is due on the first day of each month. If not paid on the fifth of the month a late fee will be assessed. The late fee will be the lesser of \$25 or 8% of the overdue rent payment. If for any reason tenant's rent will be delayed beyond the fifth, tenant must contact HRA with an explanation. If landlord agrees to an extension, a written agreement will be signed by the tenant indicating the date on which the tenant will make full payment of the rent including the late fee. A charge of \$25.00 will also be assessed for checks returned for non-sufficient funds or account closed.

Failure to pay rent by noon on the 5th day without prior HRA notification will result in a Notice of Termination to be issued to the tenant on or after the 5th day demanding payment in full or the surrender of the premises.

PART 9

ADDITIONAL CHARGES

1. *Security Deposit:*

Each Tenant is required to pay a security deposit in an amount determined by the HRA. Such payments must be made prior to occupancy, unless other arrangements are made with the management. The security deposit will be held until the tenant moves out and will be returned within twenty-one (21) days with interest if the following conditions are met:

- A. There is not unpaid rent or other charges for which the tenant is liable;
- B. The property and all equipment are left reasonably clean and all trash, debris, and personal property has been removed by the tenant;
- C. There is no breakage or damage which is not due to normal wear; and
- D. All keys issued to the tenant are turned into the Management Office when the tenant vacates the apartment.
- E. The tenant discloses, in writing, a forwarding address.

The security deposit may not be used during occupancy to pay charges. Interest on the security deposit must be returned to the tenant and can not be applied toward unpaid rent or other charges. The amount of Security Deposit required is defined in Appendix B.

2. *Excess Utility Consumption:*

Where the utilities are included in the contract rent the HRA will charge each tenant for utility usage in excess of reasonable amounts. These charges will be determined either by individual check metering and the HRA will charge for actual usage in excess of the established necessary amounts. Failure to make payment within the time limit set in the notice to the tenant will result in the assessment of a \$20 late fee added to the amount owed.

3. *Sales and Service Charges:*

The HRA will charge the tenant for any damage to a dwelling unit, appliances, and /or grounds, which are beyond normal wear and tear or are due to abuse or neglect by the tenant or the tenant's guest. There are also charges for certain

equipment and services such as grass cutting. Failure to make payment within the time limit set in the notice to the tenant will result in the assessment of a \$20 late fee added to the amount owed.

4. Inoperable, Damaged, or Removed Smoke Detectors or Carbon Monoxide Detectors; or Blockage of Bedroom Windows Designated as Fire Exits

To ensure the safety of all residents of program units, the HRA will impose penalties in accordance with the following schedule for: (1) if it is determined that the tenant caused, through action or neglect, any smoke detector installed in the unit to become inoperable, damaged, battery is allowed to go dead and/or has removed the unit; (2) the tenant places furniture or other obstruction in front of any bedroom windows that has been designated as egress for a fire exit, or blocks passage to such window. The penalties will be in addition to any repair or service call charges.

First Offense	\$25 Penalty
Second Offense	\$75 Penalty
Third Offense	Lease Termination

PART 10

LEASING

1. Prior to admission a lease shall be signed and dated by the family head and spouse/co-head, and all persons 18 and over, and by the HRA. Full names of all members of the household will be listed on the lease.
2. The lease is to be current at all times and must be compatible with HRA Policies as well as state and Federal law.

The allowable length of stay for guests is 30 days total during a one-year period unless the HRA has sent prior approval in writing. Mail may not be accepted for anyone not listed on the lease per Section I of the current lease.

3. Notices of Rent Adjustments will be issued to amend the dwelling lease. This procedure provides formal acknowledgment of the rent change and documents that appropriate notice has been provided to tenants who incur rent increases. The notice amends only the amount of rent due and does not constitute a new lease.

Documentation will be included in the tenant file to support proper notice.

4. Schedules of special charges for services, repairs and utilities, and rules and regulations which are required to be incorporated in the lease by reference shall be publicly posted in a conspicuous manner in the HRA office and shall be furnished to applicants and tenants on request. The Resident Handbook will be given to tenants upon signing the lease. Such schedules, rules and regulations may be modified from time to time, provided that at least 60 day written notice is given, to each affected tenant, setting forth the proposed modification, the reasons therefore, and providing the tenant an opportunity to present written comments which shall be taken into consideration prior to the proposed modifications becoming effective.

A copy of such notice shall be:

- A. Delivered directly or mailed to each tenant; or
 - B. Posted in the HRA office.
5. Modifications or revisions of the Lease may occur at the HRA's discretion. Tenant shall sign such modifications or revisions to the Lease (other than rent amount revisions) after the HRA gives a 60 days calendar notice stating effective date of such revisions. Failure to sign any revision is grounds for Lease termination.

PART 11

REEXAMINATION OF TENANT ELIGIBILITY AND RENTAL ADJUSTMENTS

1. The HRA must reexamine income and composition of all tenant families at least once every twelve (12) months for income-based rents, and every 3 years for flat rate rents, and determine whether the family's unit size and rent amount is still appropriate.
2. Families with zero or minimal (less than \$100 per month) reported income will be recertified every 90 days and required to complete a zero income questionnaire/statement. Zero income will be confirmed by sending verifications to last known employers, and income sources, State Wage Data Departments, Social Security Administration, and other public welfare agencies. The HRA will schedule a recertification meeting every 90 days in the HRA office until household income is no longer zero/minimal. All cash and non-cash contributions to support the household will be considered as household income. Families must provide documentation of household expenses and how the expenses are paid.
3. The HRA will require a written application from each family, signed by the head of the family and all adult family members which will set forth in adequate detail all data and information necessary to enable the HRA to determine; (1) the rent to be charged; and (2) the size of the apartment required.

Verifications will be required as defined in Part 4, of this Policy.

4. Once rent is established, such rental rate shall remain in effect until the next annual reexamination, special reexamination or an interim rent adjustment for an unanticipated change in income or family composition. All income changes must be reported in writing, within 7 days of the change. Anytime any of the following circumstances occur rent and income will be reviewed and rent adjusted as defined in Part 8, of this Policy:
 - A. A change in Family Income which would lower the rent as defined in Part 8, of this Policy;
 - B. A change in Family composition that would increase/decrease the rent as defined in Part 8, of this Policy.
 - C. The current rental payment was calculated for a temporary time period.
 - D. There is a change in HUD regulations requiring an income review.
 - E. A household transitions from zero income to having income.
 - F. Earned income disregards end, phase-in or begin.

- G. The household had previously requested an interim rent decrease and has experienced an increase in household income.
5. Increases in rent resulting from reexaminations reviews are to be effective the first of the second month following the change.
 6. If, upon reexamination, it is found that the size or composition of a family or household has changed so that the unit occupied by the family contains a number of rooms less or greater than necessary to provide decent, safe and sanitary accommodations as described in the Occupancy Standards in Part 6, Management shall give notice of at least thirty (30) days to the tenant that the tenant will be required to move to another unit, or the HRA will issue a Section 8 Voucher.
 7. New persons may not be added to the household without the HRA's prior written approval (other than a child by birth) and only after proper documentation has been submitted by the family and approved by the HRA. The HRA will not approve the addition of new household member(s) if by doing so will over-occupy the existing assisted unit. A permanent household member is a person who has been approved to be added by the HRA as a result of marriage, birth, formal adoption, court-awarded custody; or has been a HRA approved household member for a minimum of 12 months.

The HRA requires documentation to verify the permanent absence of an adult family member before they will be removed from the household. Such documentation to verify the absence is: proof of another home address, including a valid lease or utility bill; valid drivers license with another home address; court issued order for protection; restraining order barring the member from the assisted unit; or documentation of incarceration including length of sentence.
 8. In the event that it is found that a tenant has failed to provide information to the HRA or misrepresented to the HRA the facts upon which his/her rent is based, so that the rent paid is less than should have been charged, the increase in rent shall be made retroactive to the date the change should have been made. If the HRA determines that tenant has gained admission or remained in occupancy in the HRA's project through tenant's willful misrepresentation of income or assets, the HRA shall terminate the lease. Tenants will be required to repay amounts owed the HRA.
 9. The Bloomington HRA will adjust rent according to mandated earned income disregards as defined in Part 2, Sections 23 and 24.
 10. The HRA will utilize HUD's Enterprise Income Verification (EIV) system to verify a household's income and/or true circumstances. The HRA will review the household's

EIV report(s) at least annually to ensure that the household is accurately reporting income to the HRA. Any discrepancies will be handled as described below.

PART 12

LEASE TERMINATIONS

1. The tenant may terminate the lease by providing the HRA with two month's plus one day written notice as defined in the lease agreement.
2. The lease may be terminated by the HRA at any time by giving written notice for good cause such as, but not limited to;
 - (a) nonpayment of rent or other charges including due under the Lease, or repeated chronic late payment of rent;
 - (b) failure to pay tenant paid utilities;
 - (c) failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Recertification;
 - (d) failing to meet community service requirements,
 - (e) assignment or subleasing of the premises or providing accommodation for boarders or lodgers;
 - (f) use of the premises for purposes other than solely as a dwelling unit for the Tenant and the Tenant's household as identified in the Lease, or permitting its use for any other purpose;
 - (g) any criminal activity that threatens the health, safety or right to peaceful enjoyment of public housing premises by other residents or employees of the HRA;
 - (h) any drug-related criminal activity on or off the premises, PUBLIC HOUSING IS A DRUG FREE ZONE;
 - (i) if any member is convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of any federally assisted housing;
 - (j) a member's abuse or pattern of abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents and/or neighbors;
 - (k) a member furnishes false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation;
 - (l) failure to abide by necessary and reasonable rules made by the HRA for the benefit and well being of the housing project and the Tenants;
 - (m) tenant may not engage in any activity, criminal or otherwise, that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants or employees of the landlord;
 - (n) tenant may not engage in criminal activity any time. Such activity is cause for lease termination even without conviction or arrest. Also including, but not limited to those established in the Resident Handbook (Appendix D);
 - (o) if a member is fleeing to avoid prosecution, or custody for a crime that is a felony under the laws of the place that individual is fleeing (except New Jersey where it is a high misdemeanor);
 - (p) a member is violating a condition of probation or parole imposed under State or Federal law;

- (q) failure to abide by applicable building and housing codes.
- (r) failure to dispose of garbage, waste and rubbish in a safe and sanitary manner;
- (s) failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner;
- (t) acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;
- (u) damage, removal or rendering inoperable the landlord provided smoke detectors; or placement of furniture as to block windows designated as fire exits, as detailed in part 9.
- (v) failure to pay reasonable charges (other than normal wear and tear) for the repair of damages to the premises, project buildings, facilities or common areas;
- (w) for complaints received due to loud parties, for police calls to property due to disturbances,
- (x) any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or neighbors;
- (y) or other good cause.
- (z) The family has failed to acquire HRA approval to add an additional household member, guest or visitor, and they have resided in the assisted unit over thirty (30) days within a 12-month period

If the HRA proposes to terminate the Lease, written notice of the proposed termination will be given as follows:

- A. At least fourteen (14) days prior to termination in the case of failure to pay rent;
 - B. A reasonable time based on the urgency of the situation in the case of; a creation or maintenance of a threat to health or safety of other Tenants or Landlord's employees,
 - C. At least thirty (30) days prior to termination in all other cases.
3. Notice of termination to tenant shall state reasons for the termination, shall inform the tenant of his/her right to make such reply as he may wish and of his right to request a hearing as defined in Part 14, of this Policy.

Any criminal record received by the HRA from a law enforcement agency will be maintained confidentially; not misused or improperly disseminated; and destroyed once the purpose(s) for which the record was requested has been accomplished, including expiration of the period for filing a challenge to the HRA's action, as stated in program regulations.

Upon the death of the Tenant, or if there is more than one Tenant, upon the death of all Tenants, either the landlord or the personal representative of the Tenant's estate may terminate this Lease upon at least one month plus one day written notice, to be effective on the last day of a calendar month. If full notice is not given, the Tenant's estate shall be liable for rent to the end of the notice period or to the date the unit is re-rented, whichever date comes first. The termination of the Lease under this section does not release the Tenant's estate from liability either for payment of rent or other amounts necessary to restore the premises to their condition at the beginning of the Tenant's occupancy, normal wear and tear excepted.

4. Grievances or appeals concerning the obligations of the tenant or the HRA under the provisions of the Lease shall be processed and resolved as defined in Part 14, of this Policy, which is in effect at the time such grievance or appeal arises. The HRA is not required to provide for a grievance hearing when the tenant owes any outstanding rent or other charges to the HRA unless the grievance concerns the amount of such rent or charges and such amount is placed in escrow as required by the Grievance Procedure of the HRA.

PART 13

IN-HOME BUSINESS IN HRA-OWNED HOME

No resident shall establish a business that is based out of the HRA-owned home without written consent by the HRA. The request must be submitted in writing and provide the following information:

- Name under which business will be operated, if applicable.
- Employees, if any.
- Hours of operation.
- General description of activity.

If the business is daycare:

1. Hennepin County must license the daycare provider and a copy of the license must be provided to the HRA initially and at each annual Public Housing recertification.
 2. The tenant must pay any costs associated with obtaining the license.
 3. The HRA may approve only minor alterations to the home to facilitate the operation of a daycare. All costs will be at the tenant's expense. The HRA must approve any alterations in writing before the alteration is made. Once the business is closed or the tenant has given notice to move, any alterations must be repaired to move-in condition, with all costs of the restoration paid by the tenant.
 4. The daycare provider must be insured and a copy of the certificate of insurance must be provided to the HRA. The HRA must be named as an additional insured on the insurance policy with a notification requirement if the policy is terminated.
 5. Verification of income will be made from the resident's income tax form.
 6. Proper permits will be obtained as required by the Bloomington Code.
 7. The HRA limits the number of children receiving daycare services to five (5), regardless of age.
 8. The hours of operation of the daycare shall be limited to no earlier than 6:00 a.m. to no later than 6:30 p.m.
 9. Any costs for repairs, beyond ordinary wear and tear, to the HRA owned-home as a result of the daycare business will be the responsibility of the tenant.
 10. The tenant will conduct themselves and cause customers, children, guests, and other persons who are on the premises with his/her consent to conduct themselves in a manner which will not disturb his/her neighbors' peaceful enjoyment of their homes.
- The HRA will terminate the lease of the family for failure to meet any of the above conditions.

Other types of businesses:

1. Any alterations necessary to the home must be approved in writing by the HRA.

2. Any business equipment needed must be installed properly by licensed workers.
3. If the business does not continue for any reason, the tenant will restore home to it's move-in condition at their expense.
4. The business must not create excessive wear and tear on the home.
5. The business must not create a nuisance to the surrounding neighbors.
6. The HRA must be named as an additional insured in the insurance policy covering the business. The business must be insured with the HRA named in the policy as not held responsible for any problems arising during the course of the business. Proof of insurance must be provided to the HRA.
7. Verification of income will be made from the resident's income tax form.
8. Proper permits will be obtained as required by the Bloomington Code.
9. All business conducted must be lawful.

PART 14

GRIEVANCE PROCEDURES

1. Definitions:

- A. A "Grievance" is any dispute which a tenant may have with respect to HRA action or failure to act in accordance with the individual tenant's lease or HRA regulations which adversely affect the individual tenant's rights, duties, welfare or status.
- B. A "Complainant" is any tenant whose grievance is presented to the HRA or at the project management office informally or as part of the informal hearing process.
- C. A "Tenant" is the adult person(s) (other than live-in aide) who resides in the unit, and who executed the Lease with the HRA as lessee of the dwelling unit, or, if no such person now resides in the unit, one who resides in the unit, and who is the remaining head-of-household of the tenant family residing in the dwelling unit.
- D. A "Hearing Officer or Panel" shall mean an impartial, disinterested person or persons selected to hear grievances and render a decision.
- E. The "Elements of Due Process" shall mean a lease termination action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:
 - 1. Adequate notice to the tenant of the grounds for terminating the tenancy;
 - 2. Right of the tenant to be represented by counsel;
 - 3. Opportunity for the tenant to refute the evidence presented by the HRA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have;
 - 4. A decision on the merits.

2. Grievance Procedure: Grievance procedures are not applicable to disputes between tenants, disputes not involving the HRA, or class grievances.

A. Informal Grievance Procedures:

1. Any grievance shall be presented in writing, signed and dated by the Complainant to the HRA office. The grievance must be presented within a reasonable time, not in excess of the first working day after the tenth (10th) day after receiving notice from the HRA of action or failure to act which is the basis of the grievance. It may be simply stated, but shall specify; (a) the particular ground(s) upon which it is based; (b) the action requested; and (c) the name, address and telephone number of Complainant and similar information about his/her representative, if any.
2. A meeting will be held after receipt of the grievance the purpose of this initial contact is to discuss and hopefully resolve grievances without the necessity of a formal hearing.
3. Within ten (10) working days, a summary of this discussion will be given to the Complainant by a HRA representative, one copy to be filed in the HRA's tenant file.
4. The summary will include; names of participants date of the meeting, nature of the proposed disposition, and specific reasons therefore; and shall specify steps by which a formal hearing can be obtained if the complainant is not satisfied.
5. After exhausting procedures outlined above, if the Complainant is dissatisfied with the proposed disposition of the grievance, he/she is entitled to a hearing before a Hearing Officer or Panel. He/she shall submit a written request for a hearing within ten (10) working days of delivery of the above-mentioned summary of the informal proceedings.
6. If the Complainant does not request a hearing within ten (10) working days, he/she waives his/her right to a hearing, and the HRA's proposed disposition of the grievance will become final. Failure to request a hearing shall in no way constitute a waiver of the Complainant's right to contest the HRA's disposition of his/her grievance in an appropriate judicial hearing.

3. Procedures to Obtain a Hearing:

A. Informal Prerequisite:

1. All grievances shall be personally presented either orally or in writing pursuant to the informal procedure as defined in Section 2(A)(1) above, as a prerequisite to a formal hearing. If the Complainant shall show good

cause why he/she failed to proceed as defined in Section 2(A)(1) above, to the Hearing Officer or Panel, the Hearing Officer or Panel may waive the provisions of this subsection.

2. If the Complainant does not request a hearing within the time period allowed in Section 2(A)(5) above, he/she waives his/her right to the hearing, and proposed disposition of the grievance will become final. This shall not; however, constitute a waiver of the Complainant's right thereafter to contest disposition of his/her grievance in an appropriate judicial proceeding.

B. Escrow Deposit:

1. Before a hearing is scheduled in any grievance involving an amount of rent the HRA claims is due, the Complainant shall pay to the HRA all rent due and payable as of the month preceding the month in which the act or failure to act took place.
2. The Complainant shall thereafter deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the Hearing Official or Panel.
3. The requirements as defined in Section 3(B)(1) and (2) above, may be waived by the HRA in extraordinary circumstances.
4. Unless so waived, failure to make the aforementioned payments shall result in termination of the grievance procedure.
5. Failure to make such payments shall not constitute a waiver of any right the Complainant may have to contest the HRA's disposition of his/her grievance in any appropriate judicial proceeding.

4. Selection of a Hearing Officer or Panel:

The Hearing Officer shall be an impartial, disinterested person(s) appointed by the HRA, other than a person who made or approved the HRA action under review or a subordinate of such person.

5. Scheduling:

- A. Upon Complainant's compliance with Section 3(A) and (B) above, a hearing shall be scheduled by the Hearing Officer or Panel promptly for a time and place reasonably convenient to both the Complainant and the HRA.

- B. A written notification specifying the time, place, and the procedures governing the hearing shall be delivered to the Complainant and the appropriate HRA official.

6. *Bypassing the Grievance Procedure (24 CFR 966.51 (2))*

A court may provide the elements of due process, and the HRA may bypass the grievance procedure involving terminating tenancy for: Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of premises of other residents, neighbors or employees of HRA;

Any drug related criminal activity on or off the public housing premises.
The HRA may evict occupants through judicial lease termination procedures without providing the opportunity for a hearing.

Under these circumstances, the HRA may terminate the Lease and file a court proceeding seeking to evict the tenant through judicial lease termination proceedings without providing the opportunity for a grievance hearing.

7. *Procedures Governing the Hearing:*

- A. The hearing shall be held before a Hearing Officer or Panel as appropriate.
- B. The Complainant shall be afforded a fair hearing providing the basic safeguard of due process which shall include:
 - 1. The opportunity to examine before the grievance hearing and at the expense of the Complainant, to copy all documents, records and regulations of the HRA that are directly relevant to the hearing. If the HRA does not make the document available for examination upon request by the Complainant, the HRA will not rely on such document at the grievance hearing;
 - 2. The right to a private hearing unless the Complainant requests a public hearing;
 - 3. The right to be represented by counsel or other person chosen as his/her representative, and to have such person make statements on the tenant's behalf;
 - 4. The right to present evidence and arguments in support of his/her complaint, to controvert evidence relied on by the HRA or project

management, and to confront and cross-examine all witnesses on whose testimony or information the HRA or project management relies; and

5. A decision based solely and exclusively upon the facts presented at the hearing.
- C. If the Hearing Officer or Panel determines that the issue has been previously decided in another proceeding they may render a decision without proceeding with the hearing.
- D. If the Complainant or HRA fail to appear at the scheduled hearing, the Hearing Officer or Panel may make a determination to postpone the hearing for not to exceed five (5) working days, or make a determination that the party has waived his/her right to a hearing. Both parties will be notified of the determination provided that such a determination in no way waives the Complainant's right to appropriate judicial proceedings.
- E. At the hearing, the Complainant must first make a showing of an entitlement of the relief sought and thereafter the HRA must sustain the burden of justifying the Authority actions or failure to act against which the complaint is directed.
- F. The hearing shall be conducted by the Hearing Officer or Panel in such a way to be:
 1. Informal - Oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings;
 2. Orderly - The Hearing Officer or Panel shall require that the HRA, Complainant, counsel and other participants and spectators conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer or Panel to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.
- G. The Complainant or HRA may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.
- H. The HRA will provide reasonable accommodations for person with disabilities to participate in the hearing.

1. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.
2. If the tenant is visually impaired, any notice, which is required under this procedure, will be in an accessible format.

8. Decision of the Hearing Officer or Panel:

- A. Within ten (10) working days following the hearing, the Hearing Officer or Panel shall give the Complainant and HRA a written decision including reasons therefore. The HRA will file one copy in the tenant file and maintain another copy with names and identifying references deleted for a prospective Complainant, his/her representative or Hearing Officer or Panel.
- B. The decision of the Hearing Officer or Panel shall be binding on the HRA which shall take all actions necessary to comply with the decision

unless the HRA Board of Commissioners determine, within a reasonable time, and or notifies the Complainant that:
 1. The grievance does not concern HRA action or failure to act in accordance with or involving the Complainant's Lease on HRA regulations which adversely affect the Complainant's rights, duties, welfare or status.
 2. The decision of the Hearing Officer or Panel is contrary to applicable Federal, State or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and the HRA.
- C. A decision by the Hearing Officer or Panel or Housing Commissioners in favor of the HRA or which denies the relief requested by the Complainant in whole or part shall not constitute a waiver of, nor affect in any manner whatever, the rights the Complainant may have to a new trial or judicial review in any proceedings, which may thereafter be brought in the matter.

9. HRA Lease Termination Actions:

A notice to vacate which is required by State or local law may be combined with or run concurrently with a notice of lease termination. The tenancy shall not terminate (even if any notice to vacate under State or local law has expired) until the grievance process has been completed (so long as the hearing was requested in a timely manner).

PART 15

PET POLICY

1. This policy does not apply to animals that are used to assist persons with disabilities.
2. Residents must have the prior approval of the HRA before moving a pet into their unit. The HRA will allow only domesticated, small, caged rodents, caged birds and fish in public housing units. Any reptiles, other than aquarium turtles, are not permitted as pets.
3. Only one (1) pet per unit is allowed.
4. Pet registration with the HRA is required. Pet owners must identify at least one local emergency contact who will care for the pet in the event the owner is unable to do so.
5. If it is determined by the HRA that a pet owner is no longer capable of properly caring for a pet, the HRA may require the pet be removed from the owner's immediate possession.
6. Pet owners must observe all pertinent ordinances as related to pets.
7. The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas.

PART 16

COMMUNITY SERVICE REQUIREMENT

1. Public housing adult residents are required to contribute eight hours per month in community service or participate in a self-sufficiency program, or a combination of the two. Those exempted from the work requirement are:
 - A. Anyone 62 and older.
 - B. Anyone with disabilities and certifies that, based on the disability, he or she cannot comply with the requirement.
 - C. Anyone who is a caretaker of a person with a disability who has certified that based on the disability, he or she cannot comply with the requirement.
 - D. Anyone who is employed at least 24 hours per week.
 - E. Anyone certified as exempt from work activities under a State of Minnesota Program as stated by the Social Security Act or other state welfare program.
 - F. Anyone receiving benefits from the State of Minnesota MFIP (TANF) program and is in compliance with the program.
 - G. Anyone attending school or vocational training or other economic self-sufficiency program for at least eight hours each month.
2. Thirty days prior to renewal of the lease, the housing HRA must make a determination if the resident has complied with the work requirement. Renewal of the lease may be denied if a resident has not complied with the community work requirement. Due process will be provided to residents when the HRA enforces this provision.
3. The HRA will coordinate with social service agencies, local schools and programs to help identify volunteer community service positions.

PART 17

RECEIPT OF A NOTICE FROM HUD CONCERNING INCOME

1. If a public housing resident receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the person responsible for income verification within ten (10) days of receipt by the resident.
2. The HRA shall reconcile any difference between the amount reported by the resident and the amount listed in the HUD communication.
3. After the reconciliation is complete, the HRA shall adjust the resident's rent beginning at the start of the next month. In addition, if the resident had not previously reported the proper income the HRA, at its sole discretion, shall do one of the following:
 - A. Immediately collect the back rent due to the agency;
 - B. Establish a repayment plan for the resident to pay the sum due to the agency;
 - C. Terminate the lease and evict for failure to report income; or terminate the lease, evict for failure to report income, and collect the back rent due to the HRA.

PART 18

SECURITY DEPOSIT

Each tenant is required to pay a security deposit. Such payment must be made prior to occupancy. The security deposit will be held until the tenant moves out and will be returned with interest within 21 days of move-out provided:

1. There is no unpaid rent or other charges owed by the tenant;
2. The vacated unit and all equipment are left reasonably clean and all trash and debris have been removed by the tenant;
3. There is no breakage or damage which is not the result of normal wear;
4. All keys issued to the tenant are turned in to the management office when the tenant vacates the unit;
5. The tenant provides the HRA with a forwarding address, in writing.
6. The security deposit may not be used to pay charges during occupancy.

The amount of security deposit is the greater of \$250, or the amount equal to one month's gross rent not to exceed \$450.

PART 19

EXCESS UTILITY CHARGES

Tenants utilizing the following appliances and/or services are required to pay the following amounts (subject to change):

ITEM	AMOUNT PAID IN ADDITION TO RENT BY TENANT
Trash Service	In excess of <u>\$20.00</u> per 1 month cycle
Water	In excess of <u>\$75.00</u> per 2 month cycle

PART 20

SATELLITE INSTALATION POLICY

1. These rules apply to the installation of direct broadcast satellite antennas of one meter or less in diameter, antennas of one meter or less in diameter or diagonal measurement designed to receive video programming service via multi-point distribution service or antennas designed to receive television broadcast signals (collectively called “satellite dishes”).
2. Tenants are allowed to install individual satellite dishes only to the extent and in locations allowed by local, state or federal law.
3. TENANTS NEED TO BE AWARE THAT THEIR UNIT MAY NOT BE IN A PROPER LOCATION TO RECIVE BROADCAST SIGNALS. EVEN IF THEY INSTALL A SATELLITE DISH, PRIOR TO INSTALATION, TENANT SHOULD CHECK WITH A QUALIFIED AND REPUTABLE COMPANY TO DETERMINE IF THEY ARE ABLE TO RECEIVE ADEQUATE SIGNALS AT THEIR UNIT.
4. Tenants shall notify the HRA in writing prior to installation. Such notice shall include a description of the location for the satellite dish and the installation method.
5. No tenants shall drill holes in walls, doors, or window frames in order to install the satellite dish or run cable from the dish to television. Mounting of the unit on the roof or any element of the house or garage is not allowed. Existing units mounted on the home/garage as of September 13, 2011 will be grandfathered and will be allowed to remain if a security deposit has been paid.
6. No installation shall be performed in the manner that causes permanent damage to the unit or building. The satellite dish must be removed at the end of tenancy and all damage, other than ordinary wear and tear, must be repaired or restored.
7. All installation must be performed in such manner as not to cause legitimate safety concerns. These would include, but not be limited to, danger of falling, danger of danger of permanent damage to the building, or power loss.
8. TENANTS ARE RESPONSIBLE FOR ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY CAUSED BY THEIR SATELLITE DISH.
9. All installations must be performed in complete compliance with all applicable statutes, rules and regulations. If permits are required, tenant will obtain all such permits prior to installation.

10. Any work not done to the satisfaction of the HRA must be corrected within seven (7) days of the inspection or the HRA will complete or contract the work and bill the tenant.
11. If the HRA discovers that a dish has been installed on any house or garage after September 13, 2011, the tenant must immediately remove the unit. Any expense related to the repair the home/garage and/or to remove the unit will be the responsibility of the tenant.
12. A satellite dish installation agreement provided by the HRA must be signed by the tenant. There is a refundable \$75.00 security deposit.

APPENDIX A

Eligibility Requirements

Income Limits*

Applicant's income is limited to less than:

Two-Person Family	\$51,400
Three-person family	\$57,800
Four-person family	\$64,200
Five-person family	\$69,350
Six-person family	\$74,500

* The above income limits are effective for HUD's 2011 fiscal year and are subject to change.

APPENDIX B

MAINTENANCE STANDARD CHARGES

If follow-up on a complaint indicates that maintenance standards are not being met, a notice will be left at the house, and a 24-hour grace period will be granted. If the work is not completed after 24 hours, maintenance staff will perform the work and the resident will be charged in accordance with the fee schedule listed below. In the event maintenance staff is unable to complete the work and it is necessary to hire an outside contractor/vendor, the tenant will be charged as per the fee schedule listed below or the actual cost billed to the HRA- whichever is greater.

FEE SCHEDULE

- Lawn Mowing: \$75.00
- Weeding: \$50.00/hour
- Snow Removal: \$75.00
- Ice Removal: \$50.00/hour

SCHEDULE OF CHARGES FOR REPAIRS

- Replace damaged interior door: \$50-125
- Replace damaged exterior door: \$175-300
- Replace closet bi-fold doors: \$75-100
- Replace storm/screen door: \$150-225
- Replace "picture" window: Time & Material
- Replace small window: Time & Material
- Replace small window pane: Time & Material
- Replace screen: \$25-60
- Repair torn screen: \$25-60
- Remove Satellite Dish: \$100

ALL OTHER ITEMS WILL BE CHARGED USING ACTUAL REPLACEMENT OR REPAIR COST PLUS LABOR COST FOR MAINTENANCE STAFF OR CONTRACTOR TO DO THE WORK.

LIFE EXPECTANCY OF HOUSEHOLD APPLIANCES

- Stove 10 years
- Refrigerator 15 years
- Washer 7 Years
- Dryer 7 Years

APPENDIX C

BLOOMINGTON HOUSING AND REDEVELOPMENT AUTHORITY LIMITED ENGLISH PROFICIENCY (LEP) PLAN

I. PLAN STATEMENT

The Bloomington Housing and Redevelopment Authority (HRA) has adopted this plan to provide meaningful access to its programs and activities by persons with Limited English Proficiency (LEP). In accordance with the Department of Housing and Urban Development (HUD) the HRA will make reasonable efforts to provide or arrange free language assistance for its LEP clients. This includes applicants, recipients and/or persons eligible for HRA programs.

II. MEANINGFUL ACCESS; FOUR FACTOR ANALYSIS

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

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

III. LANGUAGE ASSISTANCE

1. A Limited English Proficient (LEP) person may be a person who does not speak English as their primary language and who has a limited ability to read, write, speak or understand English. An LEP person may be entitled to language assistance with respect to HRA programs and activities.
2. Language assistance includes interpretation and/or translation. Interpretation refers to an oral or spoken transfer of message from one

language into another language. Translation refers to the written transfer of a message from one language into another language. The HRA will determine when interpretation and/or translation are needed and are reasonable based upon family requests and staff observations.

3. HRA staff will take reasonable steps to provide the opportunity for meaningful access to LEP clients who have difficulty communicating in English. If a client asks for language assistance and the HRA determines that the client is an LEP person and that language assistance is necessary to provide meaningful access, the HRA will make reasonable efforts to provide free language assistance. If reasonably possible the HRA will provide the language assistance in the LEP client's preferred language.

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

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

4. Translation of Documents

Taking into consideration the expense of translating documents, the barriers to meaningful translation or interpretation of technical housing information, the likelihood of frequent changes in documents, the existence of multiple dialects within a single language group, and the apparent literacy rate in an LEP group along with other relevant factors the HRA will weigh the costs and benefits of translating documents for potential LEP groups.

The HRA will monitor participant's ability to complete all necessary forms without a substantial amount of difficulty. If there has been significant errors and/or blank responses the HRA may determine that translated documents are necessary.

If the HRA determines that translation is necessary and appropriate, the HRA will translate the public housing lease and selected mailings and documents of vital importance into that language.

As opportunities arise, the HRA may work with other housing authorities to share the costs of translating common documents, which may include language groups that do not (yet) reach the threshold level in the HRA's client population. At present, the HRA is working with the Fair Housing

Implementation Council (FHIC) to translate several key Section 8 and Public Housing documents.

The HRA will consider technological aids such as internet-based translation services that may provide helpful, although perhaps not authoritative, translations of written materials.

5. Formal Interpreters

When necessary to provide meaningful access for LEP clients the HRA will provide qualified interpreters. At important stages that require one-on-one contact, written translation and verbal phone interpretation services will be provided consistent with the four-factor analysis used earlier.

The HRA may require a formal interpreter to certify the following:

- The interpreter understood the matter communicated and rendered a competent interpretation.
- The interpreter is covered by the Minnesota Government Data Practices Act and will not disclose non-public data without written authorization from the client.

Formal interpreters shall be used at the following: (these & any more)

- Formal hearing for denial of admission to public housing
- Informal settlement conferences and formal hearing for termination of public housing
- Hearings or conferences concerning denial or termination of Housing Choice Voucher (Section 8) participation.

An HRA staff interpreter may not be subordinate to the person making the decision.

6. Informal Interpreters

Informal interpreters may include the family members, friends, legal guardians, service representatives or advocates of the LEP client. HRA staff will determine whether it is appropriate to rely on informal interpreters, depending upon the circumstances and subject matter of the

communication. However, in many circumstances informal interpreters, especially children, are not competent to provide quality and accurate interpretations. There may be issues of confidentiality, competency or conflict of interest.

An LEP person may use informal interpreters of their own choosing and at their expense, either in place of or as a supplement to the free language assistance offered by the HRA. If possible, the HRA will accommodate an LEP client's request to use an informal interpreter in place of a formal interpreter.

If an LEP client prefers an informal interpreter after the HRA has offered free interpreter services, the informal interpreter may interpret. In these cases the client and interpreter should sign a waiver of free interpreter services.

If an LEP client wants to use their own informal interpreter the HRA reserves the right to also have formal interpreters present.

7. Outside Resources

Outside resources may include community volunteers, HRA residents or Housing Choice Voucher / Section 8 participants.

Outside resources may be used for interpreting services at public or informal meetings or events if a timely request has been made.

The HRA may establish relationships with mutual assistance associations (MAA's) and other organizations that assist specific cultural and ethnic groups living in Bloomington. To help their clients obtain or keep housing assistance through the HRA these organizations may be able to provide qualified interpreters for LEP persons.

IV. MONITORING

The HRA will review and revise this LEP plan annually. The review will include:

- The number of HRA clients who are LEP according to the extent of the HRA's computer business systems and data entry by staff. Such reports may be supplemented by staff observations.
- The data collected from HRA Language Identification Cards indicating the languages used by LEP clients.

- Reports from the computer business systems and other sources listing the languages used by LEP clients.
- Analysis of staff requests for contract interpreters:
 - Number of requests
 - Languages requested
 - Costs
- The Resident Advisory Board (RAB) will be asked to review the LEP plan annually as part of updating the Agency Plan.

V. LEP PLAN DISTRIBUTION AND TRAINING

The LEP plan will be:

- Distributed to all HRA staff.
- Available in the HRA office located in the Bloomington Civic Plaza at 1800 West Old Shakopee Road.
- Posted on the HRA's website:
www.ci.bloomington.mn.us/cityhall/commiss/hra/hra.htm
- Explained in orientation and training sessions for supervisors and other staff who need to communicate with LEP clients.

APPENDIX D

VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY

I. Purpose and Applicability

The purpose of this policy (herein called "Policy") is to implement the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162) and more generally to set forth AHA's policies and procedures regarding domestic violence, dating violence, and stalking, as hereinafter defined.

This Policy shall be applicable to the administration by AHA of all federally subsidized public housing and Section 8 rental assistance under the United States Housing Act of 1937 (42 U.S.C. §1437 *et seq.*). Notwithstanding its title, this policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence.

II. Goals and Objectives

This Policy has the following principal goals and objectives:

- A. Maintaining compliance with all applicable legal requirements imposed by VAWA;
- B. Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, or stalking who are assisted by BHRA;
- C. Providing and maintaining housing opportunities for victims of domestic violence dating violence, or stalking;
- D. Creating and maintaining collaborative arrangements between BHRA, law enforcement authorities, victim service providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, dating violence and stalking, who are assisted by BHRA; and
- E. Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, or stalking, affecting individuals assisted by BHRA.

III. Other AHA Policies and Procedures

This Policy shall be referenced in and attached to BHRA's Five-Year Public Housing Agency Plan and shall be incorporated in and made a part of BHRA's Admissions and Continued Occupancy Policy (ACOP) and the Administrative Plan for the BHRA's Section 8 Housing Choice Voucher Program. BHRA's annual public housing agency plan shall

also contain information concerning BHRA's activities, services or programs relating to domestic violence, dating violence, and stalking.

IV. Definitions

As used in this Policy:

A. *Domestic Violence* – The term 'domestic violence' includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

B. *Dating Violence* – means violence committed by a person—

(A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and

(B) where the existence of such a relationship shall be determined based on a consideration of the following factors:

(i) The length of the relationship.

(ii) The type of relationship.

(iii) The frequency of interaction between the persons involved in the relationship.

C. *Stalking* – means –

(A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person; and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and

(B) in the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to –

(i) that person;

(ii) a member of the immediate family of that person; or

(iii) the spouse or intimate partner of that person;

D. *Immediate Family Member* - means, with respect to a person –

(A) a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or

(B) any other person living in the household of that person and related to that person by blood or marriage.

E. *Perpetrator* – means person who commits an act of domestic violence, dating violence or stalking against a victim.

V. Admissions and Screening

A. *Non-Denial of Assistance.* BHRA will not deny admission to public housing or to the Section 8 rental assistance program to any person because that person is or has been a victim of domestic violence, dating violence, or stalking, provided that such person is otherwise qualified for such admission.

B. *Mitigation of Disqualifying Information.* When so requested in writing by an applicant for assistance whose history includes incidents in which the applicant was a victim of domestic violence, BHRA, may but shall not be obligated to, take such information into account in mitigation of potentially disqualifying information, such as poor credit history or previous damage to a dwelling. If requested by an applicant to take such mitigating information into account, BHRA shall be entitled to conduct such inquiries as are reasonably necessary to verify the claimed history of domestic violence and its probable relevance to the potentially disqualifying information. BHRA will not disregard or mitigate potentially disqualifying information if the applicant household includes a perpetrator of a previous incident or incidents of domestic violence.

VI. Termination of Tenancy or Assistance

A. *VAWA Protections.* Under VAWA, public housing residents and persons assisted under the Section 8 rental assistance program have the following specific protections, which will be observed by BHRA:

1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be a “serious or repeated” violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.

2. In addition to the foregoing, tenancy or assistance will not be terminated by BHRA as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence or stalking engaged in by a member of the assisted household, a guest or another person under the tenant’s control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:

- (a) Nothing contained in this paragraph shall limit any otherwise available authority of BHRA’ or a Section 8 owner or manager to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, or stalking in question against the tenant or a member of the tenant’s household. However, in taking any such action, neither BHRA nor a Section 8 manager or owner may

apply a more demanding standard to the victim of domestic violence dating violence or stalking than that applied to other tenants.

- (b) Nothing contained in this paragraph shall be construed to limit the authority of BHRA or a Section 8 owner or manager to evict or terminate from assistance any tenant or lawful applicant if the owner, manager or BHRA, as the case may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.

B. Removal of Perpetrator. Further, notwithstanding anything in paragraph VI.A.2. or Federal, State or local law to the contrary, BHRA or a Section 8 owner or manager, as the case may be, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by BHRA. Leases used for all public housing operated by BHRA and, at the option of Section 8 owners or managers, leases for dwelling units occupied by families assisted with Section 8 rental assistance administered by BHRA, shall contain provisions setting forth the substance of this paragraph.

VII. Verification of Domestic Violence, Dating Violence or Stalking

A. Requirement for Verification. The law allows, but does not require, BHRA or a section 8 owner or manager to verify that an incident or incidents of actual or threatened domestic violence, dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. Subject only to waiver as provided in paragraph VII. C., BHRA shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by BHRA. Any such incident(s) must have occurred within six months. Section 8 owners or managers receiving rental assistance administered by BHRA may elect to require verification, or not to require it as permitted under applicable law.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence or stalking may be accomplished in one of the following three ways:

1. *HUD-approved form* - by providing to BHRA or to the requesting Section 8 owner or manager a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence,

dating violence or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.

2. *Other documentation* - by providing to BHRA or to the requesting Section 8 owner or manager documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.

3. *Police or court record* – by providing to BHRA or to the requesting Section 8 owner or manager a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.

B. *Time allowed to provide verification/ failure to provide.* An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence or stalking, and who is requested by BHRA, or a Section 8 owner or manager to provide verification, must provide such verification within 10 business days (*i.e.*, 10 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays). Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.

C. *Waiver of verification requirement.* The Administrator of BHRA, or a Section 8 owner or manager, may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Administrator, owner or manager. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

VIII. Confidentiality

A. *Right of confidentiality.* All information (including the fact that an individual is a victim of domestic violence, dating violence or stalking) provided to BHRA or to a Section 8 owner or manager in connection with a verification required under section VII of this policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:

1. requested or consented to by the individual in writing, or
 2. required for use in a public housing eviction proceeding or in connection with termination of Section 8 assistance, as permitted in VAWA, or
 3. otherwise required by applicable law.
- B. *Notification of rights.* All tenants of public housing and tenants participating in the Section 8 rental assistance program administered by AHA shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

IX. Transfer to New Residence

- A. *Application for transfer.* In situations that involve significant risk of violent harm to an individual as a result of previous incidents or threats of domestic violence, dating violence, or stalking, BHRA will, if an approved unit size is available at a location that may reduce the risk of harm, approve transfer by a public housing or Section 8 tenant to a different unit in order to reduce the level of risk to the individual. A tenant who requests transfer must attest in such application that the requested transfer is necessary to protect the health or safety of the tenant or another member of the household who is or was the victim of domestic violence dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.
- B. *Action on applications.* AHA will act upon such an application promptly.
- C. *No right to transfer.* AHA will make every effort to accommodate requests for transfer when suitable alternative vacant units are available and the circumstances warrant such action. However, except with respect to portability of Section 8 assistance as provided in paragraph IX. E. below the decision to grant or refuse to grant a transfer shall lie within the sole discretion of BHRA, and this policy does not create any right on the part of any applicant to be granted a transfer.
- D. *Family rent obligations.* If a family occupying BHRA public housing moves before the expiration of the lease term in order to protect the health or safety of a household member, the family will remain liable for the rent during the remainder of the lease term unless released by BHRA. In cases where BHRA determines that the family's decision to move was reasonable under the circumstances, BHRA may wholly or partially waive rent payments and any rent owed shall be reduced by the amounts of rent collected for the remaining lease term from a tenant subsequently occupying the unit.
- E. *Portability.* Notwithstanding the foregoing, a Section 8-assisted tenant will not be denied

portability to a unit located in another jurisdiction (notwithstanding the term of the tenant's existing lease has not expired, or the family has not occupied the unit for 12 months) so long as the tenant has complied with all other requirements of the Section 8 program and has moved from the unit in order to protect a health or safety of an individual member of the household who is or has been the victim of domestic violence dating violence or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

X. Court Orders/Family Break-up

A. *Court orders.* It is BHRA's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by BHRA and their property. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.

B. *Family break-up.* Other BHRA policies regarding family break-up are contained in BHRA's Public Housing Admissions and Continuing Occupancy Plan (ACOP) and its Section 8 Administrative Plan.

XI. Relationships with Service Providers

It is the policy of BHRA to cooperate with organizations and entities, both private and governmental, that provide shelter and/or services to victims of domestic violence. If BHRA staff become aware that an individual assisted by AHA is a victim of domestic violence, dating violence or stalking, BHRA will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring BHRA either to maintain a relationship with any particular provider of shelter or services to victims or domestic violence or to make a referral in any particular case. BHRA's annual public housing agency plan shall describe providers of shelter or services to victims of domestic violence with which BHRA has referral or other cooperative relationships.

XII. Notification

BHRA shall provide written notification to applicants, tenants, and Section 8 owners and managers, concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and, termination of tenancy or assistance.

XIII. Relationship with Other Applicable Laws

Neither VAWA nor this Policy implementing it shall preempt or supersede any provision of Federal, State or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence or stalking.

XIV. Amendment

This policy may be amended from time to time by BHRA as approved by the BHRA Board of Commissioners.