

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

**ADMINISTRATIVE PLAN**

**SECTION 8 RENT ASSISTANCE**

**HOUSING CHOICE VOUCHER PROGRAM**

September 28, 2021



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.

HOUSING AND REDEVELOPMENT AUTHORITY

in and for the City of Bloomington

SECTION 8 EXISTING RENT ASSISTANCE  
HOUSING CHOICE VOUCHER PROGRAM

ADMINISTRATIVE PLAN

TABLE OF CONTENTS

I.	INTRODUCTION .....	1
II.	APPLICATIONS/WAITING LISTS.....	1
	A. Outreach to Families .....	1
	B. Applications.....	2
	C. Determining Eligibility .....	2
	1. Definition of a Family .....	2
	2. Income Requirements.....	4
	D. Denial of Assistance.....	5
	E. Establishment of Waiting Lists & Preferences .....	7
	1. Preferences .....	8
	F. Updating of Waiting List.....	9
III.	ISSUING HOUSING CHOICE VOUCHERS .....	9
	A. General .....	9
	B. Verification Procedures.....	10
	C. Program Information.....	11
	D. Determination of Unit Size.....	13
	E. Determination of Family Rent to Owner/Subsidy.....	14
	F. Housing Choice Voucher Issuance & Turnover .....	18
IV.	SELECTION AND LEASING OF UNIT .....	19
	A. Submission of Lease Approval Form .....	19
	B. Rent Reasonableness .....	20
	C. Housing Quality Standards & Unit Inspections .....	20
	D. Quality Control Inspections.....	23
	E. Security Deposits.....	23
	F. Payments to Owners .....	24
	G. Discrimination .....	24
	H. HRA Disapproval of Owner.....	24

V.	ONGOING OCCUPANCY .....	26
	A. Reexaminations.....	26
	B. Interim Reviews.....	27
	C. Rent Determination.....	29
	D. Assistance .....	30
	E. Absence from Unit.....	30
	F. Family Break-up.....	31
	G. Live-in-Aide.....	31
	H. Moves with Assistance .....	31
	I. Guests or Visitors .....	32
	J. Continued Assistance to Immigrant Families.....	32
	K. Procedures for Fraud and Abuse Complaints .....	32
VI.	TERMINATIONS.....	35
	A. Terminations by Participant .....	35
	B. Terminations/Denials of Assistance by HRA .....	36
	C. Terminations by Owner.....	38
	D. Termination Due to Death of Single-Member Household.....	38
	E. Terminations Due to Insufficient Funding.....	38
VII.	HOUSING CHOICE VOUCHER PORTABILITY .....	39
VIII.	PROGRAM PROCEDURES AND REVIEW .....	40
IX.	BUDGETING/STAFFING INFORMATION .....	41

APPENDICES

- A. DEFINITION OF INCOME AND ASSETS
- B. SELECTION PREFERENCES
- C. SUBSIDY STANDARDS
- D. INFORMAL REVIEW AND HEARING PROCEDURE
- E. VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY
- F. VIOLENCE AGAINST WOMEN ACT (VAWA) EMERGENCY TRANSFER PATHWAY
- G. LIMITED ENGLISH PROFICIENCY (LEP) PLAN
- H. PROJECT BASED VOUCHER ASSISTANCE GUIDELINES
- I. FAIR HOUSING POLICY
- J. REASONABLE ACCOMMODATION POLICY

**HOUSING AND REDEVELOPMENT AUTHORITY  
in and for the City of Bloomington**

**SECTION 8 HOUSING CHOICE VOUCHER PROGRAM  
ADMINISTRATIVE PLAN**

**I. INTRODUCTION**

The Bloomington Housing and Redevelopment Authority (HRA) administers the Section 8 Housing Choice Voucher Program with funding from the U. S. Department of Housing and Urban Development (HUD). The following document sets forth procedures and policies for the administration and selection of tenants for the Section 8 Housing Choice Voucher Program (Program).

The Section 8 Housing Choice Voucher Program is an element of the HRA's Action Plan and the HUD Consolidated Plan and as such, plays an integral part in meeting the City's assisted housing goals. The housing needs of the present and future citizens of Bloomington have been comprehensively assessed. Goals for assisted housing have been outlined in the Agency Plan.

**II. APPLICATIONS/WAITING LISTS**

**A. Outreach to Families**

Housing assistance under the Section 8 Housing Choice Voucher Program will be granted without regard to race, color, religion, sex, age, national origin, actual or perceived sexual orientation, gender identity, marital or familial status, handicap/disability status, or status with regard to receipt of public assistance.

Special efforts are made through advertising and social service contacts to affirmatively market the rent assistance program. An equal opportunity to participate in the Section 8 Rental Assistance program is offered to both owners of accessible rental property and persons with disabilities or special needs. These efforts may include but are not limited to, making program information available in an accessible building; providing an interpreter/aide as needed; utilizing a TTD; making program information available in different languages; for persons who request assistance the HRA will provide information on accessible units.

Rental property owner participation will be encouraged through outreach and marketing efforts conducted by HRA staff. Marketing of the program may include paid advertisements, newspaper articles, letters, brochures, mailings to real estate agencies and multi-unit owners, notices to clients on current availability of accessible units and information sessions to encourage owner participation. Information on the Section 8 program is also provided through the Bloomington Rental Housing Collaborative.

## **B. Applications**

To be placed on the HRA's waiting list, an Application to Determine Tenant Eligibility (Application) must be completed. Because demand for rent assistance far exceeds the available Housing Choice Vouchers, applications are not accepted on a continual basis. Rather, applications are accepted periodically. It is from these applications that the HRA's waiting list is established. By limiting when applications are accepted, the HRA is able to maintain a list of households that can reasonably be serviced in approximately one to two years. This procedure has provided the HRA with an ample number of applicants in need of rent assistance and at income levels sufficient to meet HUD's income targeting requirement.

The application procedure begins with the advertisement of the program, including public notices, webpage announcements and electronic (e-mail) notifications to subscribers of the HRA's webpage. The HRA will then collect names, mailing addresses and applications of interested persons on-line, generally for a two to three day period of time, or in a manner to be announced. The HRA reserves the right to extend or shorten this period of time.

Those requiring a reasonable accommodation in order to apply will be provided instructions on how to submit such a request in advertisements and other outreach efforts or by contacting the BHRA. For additional reasonable accommodation information, see Appendix I.

The on-line application will be made available in multiple languages for those with Limited English Proficiency (LEP). For additional LEP information, see Appendix F.

Any applications received after the deadline will be determined ineligible for the waiting list. Applications may be reviewed to determine whether the household is apparently eligible as a family, and is within income guidelines. Applications will be placed into a lottery as described below in part E. Incomplete applications will be deemed ineligible.

Persons with preferences will be served first. Please refer to Section II E and Appendix B for more information on preferences.

## **C. Determining Eligibility**

Applications are reviewed to determine the family's qualifications under two categories: Definition of family; and income eligibility. The categories are described below:

### **1. Definition of a Family**

For the purposes of program eligibility, a family consists of:

- Family includes but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:
  1. A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or
  2. A group of persons residing together, and such groups include, but is not limited to:
    - a. A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);
    - b. An elderly family;
    - c. A near-elderly family;
    - d. A disabled family;
    - e. A displaced family; and
    - f. The remaining member of a tenant family.
  
- An elderly family having a head (including co-head) or spouse or sole member who is at least sixty-two years of age, or is a disabled or a handicapped person, and may include two or more elderly, disabled or handicapped persons living together, or one or more such persons living with another person who is determined to be essential to his or her care and well-being.
  
- A remaining member of a tenant family is a single person living alone or intending to live alone who does not qualify as an elderly, handicapped, disabled or displaced person. The remaining member of an assisted tenant family is a family member who remains in the unit when other members of the family have moved out.
  
- A person currently living in Bloomington displaced by Bloomington local governmental body or agency action in connection with code enforcement (not including resident caused code violation or eviction). In addition, an applicant will be considered involuntarily displaced if they are victims of hate crimes or witness to a crime and under the recommendation of local police authorities. "Hate Crime" is actual or threatened violence or intimidation of a person or their property because of race, color, religion, sex, national origin, familial status, disability, actual or perceived sexual orientation and gender identity.
  
- A disabled family, whose head (including co-head), spouse or sole member is a person with a disability; who has a physical or mental handicap which is expected to be of long and indefinite duration and substantially impedes his or her ability to live independently, and is of such a nature that the person's ability to live independently could be improved by more suitable housing.
  
- A disabled person who has a physical, mental or developmental disability as defined in Sec. 223 of the Social Security Act or has a developmental disability as described as follows. A developmental disability is a severe, chronic disability which:

- 1) is attributable to mental and/or physical impairments;

- 2) was manifested before the age of 22;
- 3) is likely to continue indefinitely;
- 4) results in substantial functional limitations in three or more of the following areas: capacity for independent living; self-care; receptive and expressive language; learning; mobility; self-direction; and economic self-sufficiency;
- 5) requires special, interdisciplinary, or generic care, treatment or other services which are of lifelong or extended duration and are individually planned and coordinated.

## 2. Income Requirements

The applicant must provide adequate information on their application to show that their income for the twelve-month period following occupancy is not anticipated to exceed the income limits for eligibility as a very low income family. A very low income family is defined by HUD according to family size and has an income at or below 50 percent of the median family income for the metropolitan statistical area (MSA). However, 75% of new admissions must have “extremely low” incomes, which are defined as those families whose incomes do not exceed the higher of the Federal poverty level or 30% of the area median income (with the exception of applicants displaced by Section 8 project-based action as noted in Appendix I). Other admissions can be at or below 50% of the area median income. Income limits for eligibility are established by HUD on an annual basis for the HRA's area of jurisdiction; see the chart of the most recent income limits at the end of this section.

The HRA will admit continuously assisted families with incomes at or below the low income limit (80% of median), as established by HUD. Continuously assisted is defined as a family who is presently receiving (or has received housing assistance with one year) from any 1937 Housing Act program administered by the HRA, when admitted to the HRA's voucher program. The family's participation in the housing program must be terminating prior to admission to the voucher waiting list. The waiting list will always be open to applicants who meet this definition of continually assisted.

No verification of income is required at the time of application. However, the HRA reserves the right to request that an applicant provide this, if necessary, to determine eligibility.

Annual income is the anticipated total annual income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family who is not a minor, and all unearned income of all minors. This includes income of full-time students 18 years of age and older.

When calculating annual income, the fair market value of assets disposed of for less than the fair market value will be counted for two years from the date of disposal (if new on program, or from the date of disclosure if current participant).

The income of a family member confined to a nursing home or hospital on a long term basis will not be included, nor will any deductions be allowed for that person. The family member's name will then be removed from the lease. For a complete definition of income, see Appendix A.

Zero Income - Any adult family member with zero or minimal (less than \$100 per month) reported income will be 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. 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.

<b>INCOME LIMITS</b> Published April 1, 2020						
<b># of Members</b>	<b>One</b>	<b>Two</b>	<b>Three</b>	<b>Four</b>	<b>Five</b>	<b>Six</b>
<b>Extremely Low (30%)</b>	<b>21,700</b>	<b>24,800</b>	<b>27,900</b>	<b>31,000</b>	<b>33,500</b>	<b>36,000</b>
<b>Very Low (50%)</b>	<b>36,200</b>	<b>41,400</b>	<b>46,500</b>	<b>51,700</b>	<b>55,850</b>	<b>60,000</b>
<b>Low (80%)</b>	<b>54,950</b>	<b>62,800</b>	<b>70,650</b>	<b>78,500</b>	<b>84,800</b>	<b>91,100</b>

**D. Denial of Assistance**

Any applicant determined ineligible through the initial application or subsequent process, will be notified in writing of the HRA determination. An applicant will be given the opportunity to request an informal review, in accordance with the procedures in Appendix E of this document.

The HRA may deny an applicant housing assistance if:

- The applicant has committed any fraud in connection with any federal housing assistance program;
- The applicant has breached a legally enforceable repayment agreement with the Bloomington HRA or another PHA, as described in the federal regulations (note: all applicants are provided with a copy of HUD form 52675;



- The applicant currently owes rent or other legally enforceable amounts to the Bloomington HRA or to another PHA in connection with a Section 8 Certificate, Voucher, or Housing Choice Voucher or public housing assistance under the United States Housing Act of 1937;
- The applicant has engaged in drug-related criminal activity or violent criminal activity, including criminal activity by any Family member in the prior 3 years after being released from the most recent incarceration. Drug-related criminal activity is further defined in the federal regulations.
- The applicant or any household member has been evicted from federally assisted housing for drug-related criminal activity within three years of the date of eviction.
- Has violated any Family Obligation as defined in the federal regulations.
- The family does not submit required evidence of citizenship or eligible immigration status, including providing a Social Security Number for all family members age 6 and older or proof that the family member has not been assigned a number. The family's assistance level will be prorated for any family members who are unable to provide proof of citizenship at time of lease-up. The family's assistance level will remain prorated until proof of citizenship is provided for those members. For any member under 6 that the family is unable to provide a Social Security number, the BHRA will provide a 90 day period, during which they may become participants, to provide the Social Security number. The BHRA may grant an additional 90 day period for the family to provide the number, if merited.
- The applicant has been terminated from a previous Section 8 or Public Housing Program in the past 36 months.
- The applicant or family member has been convicted of manufacturing or producing methamphetamine in violation of any federal, state or local law.
- The applicant or family member is subject to a lifetime registration requirement under the State sex offender registration program.
- The applicant or family member has abused or shown a pattern of abuse of alcohol that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents.

Victims of domestic violence, dating violence, sexual assault and stalking will not be denied assistance under the protections of the Violence Against Women Act. See Appendix E for the HRA's VAWA policies. All denied applicants are provided with HUD forms 5380 & 5382.

If the Bloomington HRA denies an applicant Housing Assistance, an opportunity for an informal review will be granted according to current regulations as set forth in the HRA's Informal

Review Procedure, Appendix E. In addition, an applicant family with a disabled member may request a reasonable accommodation as per the BHRA's policies in Appendix I.

Grounds for denial or termination of assistance is further defined in the federal regulations.

#### **E. Establishment of Waiting Lists & Preferences**

The HRA will establish and maintain three waiting lists: (1) a waiting list for both the Section 8 Rent Tenant-Based program and Project-Based Voucher (PBV) units which are privately owned, (2) a waiting list for units under PBV contract and owned by the HRA, and (3) a waiting list for units under PBV contract and owned by Cornerstone.

The HRA accepts applications at specified times. It is from these applications that the waiting lists are established. The waiting lists may be open at different times. Applicants are placed on the waiting list according to Preferences as defined herein and date and time of receipt of the application or by lottery.

All preferences will be accepted as claimed by applicants and will be verified at the time of issuance, based upon current circumstances. The wait list will not be opened until it is estimated that the remaining wait list will be exhausted in six months or less. The current wait list will be exhausted prior to new applicants being served. The wait list will always be open to applicants who meet the definition of Involuntary Displacement.

The HRA will accept applications from all interested persons, up to a maximum of 1,500 applicants to be placed on the tenant-based waiting list and a maximum of 700 to be placed on the HRA-owned PBV list. Once all eligible applications are received, a lottery will be conducted for a spot on the waiting list. The HRA will conduct a lottery of Bloomington residency preference holders for fifty-percent (50%) of the spots on the waiting list. A second lottery will be conducted for the remaining fifty-percent (50%) of spots for all remaining applicants, including preference and non-preference holders. 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 and factors affecting preference or priority established by the HRA's regulations.

The HRA will establish and maintain a separate waiting list for the PBV units that are owned by Cornerstone and offer a supportive service component. The HRA may place families referred by Cornerstone on this list at any time. Families on this list must be in need of the supportive services offered by Cornerstone.

Applicants will be selected for assistance based on their qualification for preferences. Applicants with one or more Preference will be prioritized according to their Preference point total. Applicants with the same point total will be further prioritized by the date and order their application was received or by lottery.

The HRA must issue the family a Housing Choice Voucher or offer a PBV unit in accordance with the Subsidy Standards in Appendix D, and consistently for all families of like composition.

An ongoing tabulation of Housing Choice Vouchers issued will be maintained by the HRA on the waiting lists. This tabulation will contain information indicating date and order the applications were received by the HRA, or the order by which the application was drawn in a lottery, issuance of Housing Choice Vouchers and eligibility for any Preferences.

Units converted from Public Housing: In 2012, the HRA received approval from HUD to convert 26 Public Housing units to project-based Section 8 Vouchers (PBV). Twenty of the units are owned by the HRA and six by Lyndale Avenue Townhomes Limited Partnership. The waiting lists for these 26 PBV units will be established by using the existing public housing waiting lists at the time of the conversion of the public housing units to PBV assistance. The HRA will use these existing 2-bedroom and 3-bedroom public housing lists to establish separate waiting lists for 2-bedroom and 3-bedroom project-based units owned by the HRA and Lyndale Avenue Townhomes. Once these lists are exhausted, the HRA will use the waiting list established for the HRA-owned PBV units. Vacancies at Lyndale Avenue Townhomes will be selected from the tenant-based waiting list.

#### 1. Preferences

Applicants may qualify for a Preference when they complete the Application for Tenant Eligibility form or any time thereafter until assistance is available. To claim a Preference at the time the waiting list is open, the applicant must certify to the HRA in writing that they qualify for one or more preferences.

An applicant who qualifies for any of the Preferences will be issued a Housing Choice Voucher before any other applicant who is not so qualified. If an applicant no longer qualifies for a preference or a preference cannot be verified when assistance is offered, the applicant will be assigned a place on the waiting list based on the time and date the original application was received or by the order in which the application was drawn in a lottery.

Points will be awarded for Preferences as follows:

Involuntary Displacement	2 points
Continuously Assisted	2 points
Bloomington Resident	1 point

For a detailed explanation of the preferences and verification process, see Appendix B.

NOTE: In order to meet HUD requirements for admission of extremely low income, persons with local preference but with higher incomes may be passed over until the HUD requirements are met.

#### **F. Updating of Waiting List**

On an annual basis, all households on the waiting lists will be requested by mail to update their application. Those failing to respond by the deadline specified in the letter will be removed from the waiting list. At the time of an update, or by other notification by the applicant, preference points will be updated to reflect current circumstances.

The HRA removal of an application from the waiting list of an applicant family that includes a person with disabilities is subject to reasonable accommodation. (Additional information on reasonable accommodations is included in Appendix I.) If the applicant did not respond to the HRA's request for an updated application because of the family's disability, the HRA will reinstate the applicant to the family's former position on the waiting list if such a request is made within twelve months of removal from the waiting list.

### **III. ISSUING HOUSING CHOICE VOUCHERS**

#### **A. General**

Families will be notified by letter when their name is at the top of the waiting list. If the family wishes to receive assistance they must respond within ten days. After no response, a letter will be sent informing the applicant their name has been removed from the waiting list.

An applicant who is unable to receive assistance due to a disability and are requesting a reasonable accommodation (see Appendix I); temporary medical problem or a binding lease agreement may be placed back on the waiting list until circumstances allow them to move. Third party verification regarding the reason for the delay of assistance, acceptable to the HRA must be presented for the household to be placed back on the waiting list. The applicant will be placed at the bottom of the category in which they qualify, i.e., federal preference, resident, nonresident. If the applicant refused assistance twice, their name will be taken off the waiting list. When the family is taken off the waiting list, they may reapply for assistance when the HRA is again taking applications.

The HRA reserves the right to require the applicant to complete a new application form if 60 days has elapsed since the original application, or if family circumstances warrant a current application.

Applicant briefings and the issuance of a Housing Choice Voucher will be conducted in group sessions unless the HRA deems it necessary for the briefings to take place in individual sessions.

Once verifications have been received and eligibility has been verified, briefing appointments will be set up with the household to complete an application, verify eligibility, explain program procedures and policies, review tenant responsibilities, determine total tenant payment and provide information on other services available to the family. At the time of the briefing appointment, families will be offered a Housing Choice Voucher.

## **B. Verification Procedures**

Prior to the issuance of a Housing Choice Voucher, third party verification of income, assets, medical expenses, child care costs, disability, handicap, or student status and qualification for any eligible preferences is required. Disclosure of Social Security numbers (SSN) is required for all family members. Individuals who have not been assigned a SSN must make an application for a SSN and disclose it to the HRA when received. (See section II – D for extensions for applicants providing Social Security numbers for members under 6 years old.)

Applicants shall be required to furnish proof of any information listed on the Application when requested by the HRA. Verification of family composition and residence is provided by the applicant's signature on the Application for Tenant Eligibility form and the Certification and Rectification of Tenant Eligibility form. The HRA can at its discretion verify family composition.

Applicants will be required to sign a release of information allowing the HRA to gather information to determine if the applicant and any adult member of the household has committed criminal or drug related criminal activity as described in the regulations. Evidence of such criminal or drug related criminal activity will be grounds for denial of assistance of an applicant, including port-in applicants and participants. The HRA may require applicants be fingerprinted if the initial criminal history search is incomplete and requires additional FBI information. If HRA proposes to deny admission or terminate assistance for criminal activity as shown by a criminal record, the HRA will notify the household of the proposed action to be based on the information and must provide the subject of the record and the tenant with a copy of the criminal record. The HRA will give the family an opportunity to dispute the accuracy and relevance of that record in accordance with HUD regulations. The HRA will not pass along to the applicant/participant the costs of a criminal records check.

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 or court order.

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, tax

records showing status as a dependent of household head, and/or delegation of Parental Authority or Delegation of Powers by Parent. Absent these documents, the HRA may accept a notarized Certificate of Substitute Caretaker.

The HRA will first use HUD's Enterprise Income Verification (EIV) system to verify income. If the EIV data is unavailable or out of date, the HRA will then use third party or independent verification to determine anticipated family income. The HRA will use third party verification for assets, child care costs, disability, and handicap or student status. The HRA has designed forms to be used for this purpose.

If EIV, third-party or independent verification is not possible (or not received within 30 days) the HRA will accept documentation received from the applicant/participant. Income can be verified with enough pay stubs to establish a pattern or average. Asset verification can include copies of bank statements, dividend notices, and contracts for deed. Medical expenses can be documented with receipts, pharmacy printouts, or insurance statements. Letters of documentation from consulting physicians, rehabilitation consultants or other appropriate and knowledgeable source will be acceptable verification of disability or handicap status.

When neither EIV, third-party nor hand carried verification can be obtained, the Bloomington HRA will accept a signed statement by the head of household, spouse or other adult member, such documents will be maintained in the file.

An applicant who claims a Preference on their application must provide written verification that the household's current status qualifies them for a Preference at the time the initial application was submitted.

### **C. Program Information**

Information packets and other helpful materials will be given to the family at the briefing session in accordance with federal regulations. Applicants will receive information on the Payment Standard used to calculate rent assistance, subsidy standards, family rent to owner, portability and tenant responsibilities and a copy of the HUD-prescribed lead-based paint brochure. Portability procedures are further outlined in Section VIII. In addition, each adult will be provided with the VAWA forms 5380 & 5382 (see Appendix E for more information).

Special services will be provided, free of charge, to families that request an interpreter, or who need assistance to understand program requirements. Social workers, counselors, and/or relatives are encouraged to attend the briefing session with the family.

Information on other social services, such as employment training opportunities or area day care providers, will be provided. Referrals will be made at the applicant's request.

It is the participant's responsibility to locate an appropriate rental unit. The HRA may assist elderly or handicapped persons or families with three or more minors experiencing difficulty in

locating a unit. Neither in assisting a family in finding a unit, nor by any other action may the HRA directly or indirectly reduce the family's opportunity to choose among the available units in the housing market. However, the HRA will provide an explanation of the advantages of moving to an area that does not have a high concentration of low income families (as per HUD notice PIH 2016-09.) This information shall be presented as part of the oral briefing and will include a map of such areas of concentration in the Metro area.

Obligations of the family under the Program will be clearly reviewed with the family at the Housing Choice Voucher briefing and included in the information packet. These obligations are also set forth in the Housing Choice Voucher of Family Participation. A family participating in the Program must:

- Supply any information, certification, release or documentation which the HRA determines necessary in the administration of the program. Any information supplied by the family must be true and complete. This information may be used for a regularly scheduled or interim reexamination of family income and composition in accordance with program requirements.
- Allow the HRA to inspect the dwelling unit at reasonable times and after reasonable notice.
- Notify the HRA before vacating the dwelling unit by providing the HRA with a copy of the Notice to Vacate given to the owner.
- Promptly (within ten working days) give the HRA a copy of any owner eviction notice.
- Use the dwelling unit solely for residence by the family, and as the family's principal place of residence; and shall not assign the lease or transfer the unit.
- Submit required evidence of citizenship status or eligible immigration status.
- Submit Social Security number verification for all family members.
- Obtain HRA approval of composition of the family.
- Promptly (within seven working days) inform the HRA of the birth, adoption or court-awarded custody of a child, or a child joining the household pursuant to a Delegation of Parental Authority or Delegation of Powers by Parent. The family must request HRA approval to add any other family member as an occupant of the unit.
- Promptly (within seven working days) notify the HRA if any family member no longer resides in the unit.
- Obtain HRA approval to add a foster child or a live-in-aide to the unit.

- Not engage in or threaten abuse or violent behavior toward HRA personnel.
- Not own or have any interest in the dwelling unit.
- Not commit any fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.
- Not make side payment(s) to the owner for additional rent, services, utilities, garage space, etc, that have not been approved by the HRA.
- Not receive assistance under Section 8 while occupying or receiving assistance for occupancy of any other unit assisted under any Federal housing assistance program.
- Not engage in drug-related criminal activity or violent criminal activity, including criminal activity by any family member. Drug-related and violent criminal activity is further defined in the federal regulations. Victims of domestic violence, dating violence, sexual assault, and stalking will not be denied assistance under the protections of VAWA (see the HRA’s VAWA policy in Appendix E). Families that include a disabled member may be able to request a reasonable accommodation. See Appendix I for additional information.
- Not commit any serious or repeated violation of the lease.
- Not cause violations of Housing Quality Standards (HQS), including:
  - i. Failure to pay for any utilities that the owner is not required to pay for, but which are to be paid by the tenant.
  - ii. Failure to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the tenant.
  - iii. Damage to the dwelling unit or premises, beyond ordinary wear and tear, caused by any family member or guest.

A violation of any of the family obligations listed above is grounds for the HRA to terminate assistance.

**D. Determination of Unit Size**

Each participant shall be issued a Housing Choice Voucher of Family Participation form. This form shall specify the number of bedrooms in accordance with the Subsidy Standards contained in Appendix C. The HRA will permit families, within the following limits, to choose the unit size that best meets their needs.



Housing Choice Voucher holders may select a larger unit than designated on the Housing Choice Voucher but will pay any increased cost, not to exceed 40% of their monthly adjusted income for rent and utilities, as the subsidy and Payment Standard is based on the HRA Subsidy Standards as designated on the Housing Choice Voucher. If the family selects a smaller sized unit there must be at least one sleeping room or living/sleeping room for each two persons in the household and be acceptable under current Housing Quality Standards. The utility allowance will be based on the actual size of the unit selected.

Families that include a disabled member may be able to request a reasonable accommodation. See Appendix I for additional information.

#### **E. Determination of Family Rent to Owner/Subsidy**

If an applicant family is determined to be eligible, an adjusted annual income is used to calculate the Family Rent to Owner. The adjusted income equals the annual income less:

- \$480 is deducted for each dependent. A dependent is defined as a member of the family (excluding foster children) and other than the family head or spouse, who is under 18 years of age, is a disabled or handicapped person as defined in Section II.C.1., or 18 years of age or over and also a full-time student. A full-time student is one 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 secondary or vocational school with a diploma or certificate program, as well as an institution offering a college degree.
- \$400 is deducted for any elderly, handicapped or disabled family. These household types are defined in Section II.C.
- Medical Expenses in excess of three (3) percent of annual income, and which the family anticipates incurring over the twelve months following the effective date of certification that are not covered by insurance. Examples of medical expenses are dental costs, prescription medicines, medical insurance premiums, eyeglasses, hearing aids and batteries, the cost of a live-in aide and monthly payments required on accumulated major medical bills. These deductions are available to elderly, handicapped, and disabled households only.
- Handicap Assistance Expense in excess of three percent of Annual Income may be deducted for expenses for care attendants and "auxiliary apparatus" if such expenses enable a family member to work and do not exceed the earned income of the household members enabled to work. These expenses are eligible only if they are not paid to a family member nor reimbursed by an outside source.
- Child Care Expenses. This includes amounts anticipated to be paid by the family for the care of children under 13 years of age, and only where such care is necessary to enable a family member to be gainfully employed or to further his/her education, and only such amounts

that are not reimbursed through other sources. In cases where weekly child care expenses are different for the school year and school vacations, annual calculations will be based on thirty-nine (39) weeks for the school year and thirteen (13) weeks of school vacation. In cases where child care expenses are on a per month basis, the calculations will be based on a nine (9) month school year and three (3) month school vacation. If an adult is at home, proof of inability of the adult to provide daycare must be verified by a doctor or social worker. Where child care costs appear excessive, a tax statement will be requested of the child care provider.

The Family Rent to the Owner for the Housing Choice Voucher program is based on a Payment Standard and the actual contract rent for the assisted unit. The Payment Standard is used to determine the amount of housing subsidy that will be paid on behalf of the family. The Housing Assistance Payment is equal to the Payment Standard, less thirty (30) percent of the adjusted monthly income. The Family Rent to the Owner is the difference between the total contract rent and the Housing Assistance Payment. The family cannot pay more than 40% of their monthly adjusted income towards the rent and utilities at the time of initial lease-up.

The Payment Standard for the Bloomington HRA's jurisdiction is reviewed on an annual basis by the HRA and if appropriate, the HRA provides an affordability adjustment. In no event will the Payment Standard be less than ninety (90) percent, nor more than 110% of the published Fair Market Rent as established by HUD or the Bloomington exception rents as approved by HUD. If the Payment Standard changes, the new Payment Standard will be used for existing participants upon recertification, or if a new lease is signed.

Once the Family Rent to Owner is established it will remain in effect until the next scheduled reexamination or until circumstances change, such as new regulations, or a change in family income that warrants an interim rent and/or income review. Once rents have been established for new families or families that are moving, a rent adjustment will not be done until the family has leased. However, after the family is leased, an interim rent change will be done retroactively to prevent a hardship for the family. Interim changes and annual reexaminations are further discussed in Section V.A.

Utility Allowances will be evaluated and adjusted as appropriate each year. A survey of participant usage as well as a survey of utility rates will be used to determine appropriate adjustments based upon a rolling average.

### **Earned Income Disallowance for Persons with Disabilities**

The earned income disallowance (EID) encourages people with disabilities to enter the work force by not including the full value of increases in earned income for a period of time. Eligibility criteria and limitations on the disallowance are summarized below.

#### Eligibility

This disallowance applies only to individuals in families already participating in the HCV program (not at initial examination). To qualify, the family must experience an increase in annual income that is the result of one of the following events:

- Employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment. Previously unemployed includes a person who annually has earned not more than the minimum wage applicable to the community multiplied by 500 hours. The applicable minimum wage is the federal minimum wage unless there is a higher state or local minimum wage.
- Increased earnings by a family member who is a person with disabilities and whose earnings increase during participation in an economic self-sufficiency or job-training program. A self-sufficiency program includes a program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work to such families.
- New employment or increased earnings by a family member who is a person with disabilities and who has received benefits or services under Temporary Assistance for Needy Families (TANF) or any other state program funded under Part A of Title IV of the Social Security Act within the past six months. If the benefits are received in the form of monthly maintenance, there is no minimum amount. If the benefits or services are received in a form other than monthly maintenance, such as one-time payments, wage subsidies, or transportation assistance, the total amount received over the six-month period must be at least \$500.

#### Calculation of the Disallowance

Calculation of the earned income disallowance for an eligible member of a qualified family begins with a comparison of the member's current income with his or her "baseline income." The family member's baseline income is his or her income immediately prior to qualifying for the EID. The family member's baseline income remains constant throughout the period that he or she is participating in the EID. While qualification for the disallowance is the same for all families, calculation of the disallowance will differ depending on when the family member qualified for EID.

Participants qualifying prior to May 9, 2016 will have the disallowance calculated under the "Original Calculation Method" described below which requires a maximum lifetime disallowance period of up to 48 consecutive months. Participants qualifying on or after May 9, 2016, will be subject to the "Revised Calculation Method" Which shortens the lifetime disallowance period to 24 consecutive months.

Under both the original and new methods, the EID eligibility criteria, the benefit amount, the single lifetime eligibility requirement and the ability of the applicable family member to stop and restart employment during the eligibility period are the same.

#### Original Calculation Method

## Initial 12-Month Exclusion

During the initial 12-month exclusion period, the full amount (100 percent) of any increase in income attributable to new employment or increased earnings is excluded. The 12 months are cumulative and need not be consecutive.

- The initial EID exclusion period will begin on the first reexam following the date an eligible member of a qualified family is first employed or first experiences an increase in earnings. PHA will complete an interim reexam to reduce or remove exclusion amount when initial and phase-in exclusion periods end.

## Second 12-Month Exclusion and Phase-In

During the second 12-month exclusion period, the exclusion is reduced to half (50 percent) of any increase in income attributable to employment or increased earnings. The 12 months are cumulative and need not be consecutive. BHRA will complete an interim reexam to end income exclusion when phase-in period ends.

## Lifetime Limitation

The EID has a four-year (48-month) lifetime maximum. The four-year eligibility period begins at the same time that the initial exclusion period begins and ends 48 months later. The one-time eligibility for the EID applies even if the eligible individual begins to receive assistance from another housing agency, if the individual moves between public housing and HCV assistance, or if there are breaks in assistance.

- During the 48-month eligibility period, the BHRA will conduct an interim reexamination each time there is a change in the family member's annual income that affects or is affected by the EID (e.g., when the family member's income falls to a level at or below his/her prequalifying income, when one of the exclusion periods ends, and at the end of the lifetime maximum eligibility period).

## Revised Calculation Method

### Initial 12-Month Exclusion

During the initial exclusion period of 12 consecutive months, the full amount (100 percent) of any increase in income attributable to new employment or increased earnings is excluded.

- The initial EID exclusion period will begin on the first of the month following the date an eligible member of a qualified family is first employed or first experiences an increase in earnings.

### Second 12-Month Exclusion

During the second exclusion period of 12 consecutive months, the BHRA must exclude at least 50 percent of any increase in income attributable to employment or increased earnings.

- During the second 12-month exclusion period, the BHRA will exclude 50 percent of any increase in income attributable to new employment or increased earnings.

#### Lifetime Limitation

The EID has a two-year (24-month) lifetime maximum. The two-year eligibility period begins at the same time that the initial exclusion period begins and ends 24 months later. During the 24-month period, an individual remains eligible for EID even if they begin to receive assistance from a different housing agency, move between public housing and Section 8 assistance, or have breaks in assistance.

### **F. Housing Choice Voucher Issuance & Turnover**

Housing Choice Vouchers will be issued for an initial period of sixty (60) days. If the HRA determines that the family is making a good faith effort to utilize their voucher and/or market conditions dictate, the HRA may approve up to two 30 day extension (not to exceed 120 days total shopping time). If the Housing Choice Voucher expires and the family has not found an acceptable unit, they must re-apply for Rent Assistance when the HRA is again taking applications.

In special cases where the applicant is handicapped or disabled, the Housing Choice Voucher may be extended up to a maximum of 180 days, if the disabled/handicapped applicant requests the extension due to a hardship in locating a unit specifically due to a disability. Such an extension can be requested through a reasonable accommodation request, as described in Appendix I. This request must be issued to the HRA in writing prior to the expiration of the initial 60 day period, or any approved extension. In addition, the HRA may provide extensions of up to 180 days if the family is covered by the Violence Against Women Act (see Appendix E).

After the issuance of a Housing Choice Voucher, the family is encouraged to maintain contact with the HRA to learn of the availability of any units. Families requesting help in finding units will be individually counseled.

Upon receipt of the Request for Tenancy Approval Form (RFTA) at the HRA office, the Housing Choice Voucher expiration date will be suspended. If the unit is not approved, the HRA will calculate the number of days of the suspension. The number of days from the return of the RFTA to the day the family was informed of the disapproval of the unit is considered the suspension period. The Housing Choice Voucher expiration date will then be extended for the number of days of the suspension. The total number of shopping days, excluding suspended days, must not exceed 60 days or any approved extension.

## IV. SELECTION AND LEASING OF UNIT

### A. Submission of Lease Approval Form

A Housing Choice Voucher holder shall be responsible for finding an existing housing unit suitable to the family's needs and desires in any area where the HRA determines that it is not legally barred from entering into contracts. This includes the receiving PHA jurisdiction when the family is participating under the portability guidelines as described in Section VIII. A family may select the dwelling unit which they already occupy if the unit qualifies as an existing housing unit, meets Housing Quality Standards and other requirements under the Rent Assistance Program.

When the family finds a unit suitable to its needs, it must submit a Request For Tenancy Approval (RFTA) form, which has been completed by the building owner or management agent. The RFTA form and a blank copy of the owner's proposed lease is to be submitted to the HRA by the fifteenth of the month before the lease begins.

The HRA provides the owner with a sample lease upon request. A landlord may choose to use this lease or one of his own. If a landlord uses his own lease, a Lease Addendum provided by the HRA must be signed. All leases will be reviewed to determine that no illegal provisions are contained in the proposed lease. Initial lease terms may be less than one year if the HRA determines that housing market conditions are such that the participant may not otherwise be housed.

The HRA shall not approve any lease for a single-family house or townhouse unit that does not include use of the garage as part of the lease and is not included in the rent to owner, unless approved in writing by the HRA. The owner must disclose all charges to the tenant to the HRA.

The HRA shall review the RFTA to determine that the owner is eligible to participate in the program, the unit qualifies, and the lease complies with the program's requirements governing prohibited and required lease provisions and local and state law. To be eligible, the unit must qualify as decent, safe, and sanitary housing under the HQS and meet the occupancy standards and rent reasonableness limits as set forth by the HRA.

If the family is moving to another jurisdiction under the portability guidelines for the Section 8 Rent Assistance Program, the occupancy standards, and Payment Standard is determined by the Receiving PHA. The Request for Tenancy Approval will be forwarded to the Receiving PHA to complete the portability process. Participants porting out of the metro area may bring the RFTA directly to the new administering agency. Portability procedures are further defined in Section VII.

With the information provided on the Request for Tenancy Approval form, a HQS inspection will be done on the unit. If the inspection reveals the unit meets the HQS criteria, the HRA will

proceed with the preparation of the HAP Contract and lease. Owners of single-family rental units will be required to complete a signed statement of ownership detailing the owner's responsibilities and the prohibited conditions noted in section H.

If the HRA determines that the unit and/or the lease cannot be approved for any reason, the HRA shall so notify the owner and the family.

The HRA will provide to the landlord, upon authorization of the family, rental history information about that family regarding damages or unpaid rent, and/or evictions during the past three years. The HRA will also provide to the landlord, upon authorization of the family, information in the HRA's possession regarding family tenancy history. If a family is covered by the VAWA, the HRA will follow the restrictions on the release of family information as required by the VAWA(see Appendix E).

## **B. Rent Reasonableness**

Rent reasonableness is established by the HRA based on an annual rental market study conducted by the HRA and frequent contact with area owners. Documentation of rent reasonableness will be contained in each participant file. The HRA will determine the reasonableness of rent in relation to geographical location, quality, amenities, and the management and maintenance services available in the structure or complex. The HRA may request that a landlord provide copies of rent rolls to assist the HRA in determining rent reasonableness.

The HRA can make recommendations for reasonableness of rent to Housing Choice Voucher holders, based on the participant's unit selection. Each lease disapproved due to rent that is not reasonable will be documented in the participant file.

The HRA will not perform rent reasonableness determinations on any unit that is owned by the HRA. The HRA will partner with an independent entity that is approved by the local HUD office and is experienced in making such determinations. The HRA must use the initial rent amount and any rent increases as established by the independent entity.

## **C. Housing Quality Standards and Unit Inspections**

Before approving a lease, the HRA will inspect the unit for compliance with the Federal Housing Quality Standards (HQS) and additional HQS standards adopted by the HRA and approved by HUD. These are established in accordance with the regulations set forth in the federal regulations, and the HUD Inspection Form, for assurance of a decent, safe, and sanitary unit.

In the case of HRA owned units, the HQS inspections will be performed by an independent agency approved by HUD. The independent agency will furnish a copy of each inspection report to the HRA and HUD.

If the HRA's inspection reveals that a new unit contains HQS violations, the HRA will notify the owner and the family that the unit may not be leased under the program until all HQS deficiencies are corrected.

If, at recertification or at a special inspection, a current participant's unit fails inspection, the owner will be informed in writing of the defects to be corrected in order for the unit to pass HQS. The notice will describe the deficiencies which are in violation of the HQS and require that the conditions be corrected within the following time periods, based on the nature of the violations:

- If there are serious deficiencies which present an immediate danger to the health and safety of the family, the HRA will require the owner to correct the deficiencies within 24 hours. If the deficiencies occur in a unit already under contract and the owner does not correct the situation, the HRA will abate housing assistance payments and may terminate the Housing Assistance Payments Contract. The HRA will assist families in locating a new unit. If such deficiencies are caused by the family or its' guests, the HRA will require the family to correct the deficiency in no more than 24 hours. Failure by the family to correct the deficiency within 24 hours will result in termination of assistance.
- If there are deficiencies that do not immediately affect the health and safety of the family but are violations of HQS, the HRA will require the owner to correct the deficiencies within a time determined by the HRA (completion date) or the HAP payment will be abated and may terminate the HAP contract.
- If the repairs cannot be done by the completion date, the HRA will, at its sole discretion, assign a new completion date.
- If the repairs are not completed by the completion date, the HRA will abate housing assistance payments and may terminate the Housing Assistance Payments Contract. A 30-day notice will be given.

The HRA will re-inspect the unit to ensure all HQS deficiencies have been corrected prior to the execution of an extended or new Housing Assistance Payments Contract.

In addition to Federal Housing Quality Standards, the Bloomington HRA has adopted additional HQS items

- A deadbolt-type lock is required on all entrance doors.
- All rental units and buildings, including single family homes and duplexes must be licensed in accordance with the Bloomington City Code. If a unit is not licensed the HRA will send the owner a rental license application. If the owner fails to make application for a rental license, the HRA will advise the owner they do not have a legal right to lease the unit, and



the HRA will recoup any payments made to the owner for the period of time that the unit was not licensed by the Bloomington Licensing Department.

- All painted surfaces must be free of significant defects.
- In each room, there will be at least one exterior window that can be opened and that contains a screen.
- In units where the tenant must pay for utilities, each unit must have separate metering device(s) for measuring utility consumption, or comply with Minnesota State Metering Law.
- All dryer vents must be properly vented, per City of Bloomington code. Foil flex or plastic venting is not approved. Two types of aluminum flex are approved, one is rigid and the other is a heavier and stronger flex.
- A window will not stay open on its own and may cause injury.
- All circuit and fuse boxes must be labeled correctly for area or appliance served.

The following items may not be recorded as HQS violations, but are examples of items the HRA will request the owner to address. These repairs will not be required but will be recommended. By requesting repairs of a minor nature, the HRA is attempting to maintain quality housing stock throughout the City of Bloomington.

#### Sanitary Facilities

- Dripping faucets in kitchen or bathroom
- Missing or broken drain stopper in sinks or bathtub
- Deteriorated grouting around bathtub and fixtures
- Slow drain in sinks or bathtub
- Broken or missing shower curtain rod
- "Running" toilet
- Cracked toilet seat
- Bathroom sink loosened from wall
- Un-caulked or unsealed openings around pipes that penetrate walls

#### Safety and Security

- Missing doors (other than entry and bathroom)
- Closet doors "off the tracks" and/or difficult to operate
- Missing globes on ceiling lights

#### Thermal Environment

- Cover panels missing from hot water baseboard heating vents which would not cause injury

#### Windows, Walls, and Ceilings

- Window panes with minor cracks
- Water stained walls and ceilings, with no evidence of wet or loose plaster.

#### Fixtures and Flooring

- Cracked shelving, drawers or cabinet doors
- Stained or worn carpeting
- Chipped tile or damaged flooring that is not a serious tripping hazard

#### Exterior

- Inadequate drainage causing potential hazards
- Nuisances which may become a hazard or violate City ordinances

### **D. Quality Control Inspections**

In order to ensure that inspectors are adhering to Housing Quality Standards and are providing consistent determinations, the HRA will review a sample of the completed inspections. Quality Control inspections will be done on a random selection of the new and renewed units under contract each month to ensure the uniform interpretation of the HQS. The Quality Control inspections will be done according to HUD guidelines, including sample size. The Quality Control inspections will be conducted by a supervisor or other qualified person(s), other than the original inspector.

### **E. Security Deposits**

Families are responsible for paying the security deposit and any required utility deposits. (See Section VII.A.)

The deposit in the Housing Choice Voucher program for a newly leased unit is limited to an amount not to exceed the lesser of security deposits in the prevailing private market practice, or the amount of deposit for the owner's unassisted units which have the same rent amount.

For families leasing in place, the owner may retain the original deposit collected prior to the family's participation on the program. The excess amount collected does not have to be refunded until the family vacates the unit, subject to the lease terms.

When a participant vacates a unit owing no rent or other charges, or if the amount owed is less than the amount of the security deposit, the owner shall refund the full amount or the unused balance, plus interest as prescribed by state law. The deposit amount, plus interest must be

returned or a written explanation as to why it was kept must be received by the family within 21 days from the end of tenancy provided the tenant has given the landlord a forwarding address.

#### **F. Payments to Owners**

When a unit has passed inspection and a lease and HAP executed, the HRA will process payment to the landlord. Computations and an itemization of Family Rent to Owner and Housing Assistance Payments (HAP) for all current rent assistance participants are computed and maintained by the HRA. Payments are then transmitted to the City's Finance Division.

HAP checks are printed by the City's Information System, based on information submitted by the Finance Division. The Finance Division reviews the checks against a prepared pay list. Checks are sent out by month-end so that owners receive rent assistance payments as close to the first of the month as possible.

Owners may assess late fees to the HRA in accordance with state or local law, presently not to exceed 8% of the overdue tenant rent amount. It must be the owner's practice to charge such penalties for assisted and unassisted tenants, and the owner must charge such penalties against the tenant for late payment of Family Rent to Owner. The HRA will only pay late charges for the HRA's portion of the rent. The HRA will only pay upon written request of the owner.

#### **G. Discrimination**

Families encountering apparent discrimination in their search for suitable housing are informed of the appropriate resources for assistance in filing a complaint. The HRA will help process all apparent discrimination claims and provide support to the families involved by referral to appropriate agencies, including the Human Rights Commission for the City of Bloomington, the Minnesota Dept. of Human Rights, and the Fair Housing Division of the HUD Area Office. A detailed Housing Discrimination complaint procedure is included with the information packets provided at the briefing. For additional information, see Appendix H: Fair Housing Policy.

#### **H. HRA Disapproval of Owner**

The HRA must deny approval of an owner (including a principal or other interested party) for any of the conditions set forth in the federal regulations. The HRA will not approve a lease from an owner if the HRA obtains or is supplied with information or documentation confirming any of the following conditions:

1. Directed by HUD to disapprove an owner. Including if federal administrative or judicial action is pending against the owner for violation the Fair Housing Act or other federal equal opportunity requirements; or a court or administrative agency has determined that the owner has violated the Fair Housing Act or other federal equal opportunity requirements.

2. The owner has not paid a significant portion of due State or local real estate taxes, fines or assessments.
3. The owner has committed fraud, bribery or other corrupt or criminal act in connection with any federal housing program.
4. The owner has engaged in any drug related activity or any violent criminal activity.
5. The owner has a history of non-compliance with HQS for units leased under the tenant-based programs, or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program.
6. The owner has a history or practice of renting units that fail to meet State or local housing codes.
7. The owner has violated obligations under a Housing Assistance Payments (HAP) contract for the Section 8 Program. Including if the owner charges or accepts, from the family or other source, any payment for rent (including garage rent, housing services, and any other charges) that have not been approved by the HRA.
8. The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or other person under the control of any member of the household that:
  - a. Threatens the right to peaceful enjoyment of the premises by other residents;
  - b. Threatens the health or safety of other residents, of employees of the HRA, or of owner employees or other persons engaged in management of the housing;
  - c. Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or;
  - d. Has engaged in any drug related activity or any violent criminal activity.
9. The owner is a parent, child, grandparent, grandchild, sister, or brother of any member of the family; unless the HRA has determined (and has notified the owner) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
10. The owner is an occupant or has occupied the assisted unit for any period of time while receiving HAP payments on behalf of the family.

The HRA will require prospective owners to disclose ownership information if the HRA determines it is necessary prior to approval or disapproval of the owner. Nothing in this

document or in the federal regulations is intended to give any owner any right to participate in the program.

## **V. ONGOING OCCUPANCY**

### **A. Reexaminations**

An itemized listing of participants indicating the initial execution date of leases and contracts will be used to determine the effective date of the next reexamination. Regulations require income and family circumstances to be reviewed at least once every 12 months. This process will begin at least 90 days prior to the anniversary date of the lease. The annual reexamination process will include an examination of income, family circumstances and composition, medical or child care expenses, as well as re inspection of the unit for continued compliance with Housing Quality Standards. An initial HQS inspection will be conducted if the family is moving to a new unit. Computation of the new Family Rent to Owner, and Housing Assistance Payment will then be made.

If the total number of permanent household members reduces before or at the reexamination, the HRA will apply the appropriate occupancy standards. Any resulting decrease in subsidy will occur at the next reexamination date or move. A permanent household member is defined as a member who resides in the assisted unit at a minimum of 50% of the year, plus one day.

If a family has frequent income changes throughout the year, which makes it difficult to calculate Family Rent to Owner, the HRA has discretion to calculate the rent based on the previous 12 months of income.

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.

All income will be verified by using HUD's Enterprise Income Verification (EIV) system. If EIV data is unavailable or out of date, the HRA will use third party verification 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 may be determined by adding COLA to the last verified amount. If total assets held by the household do not exceed

\$5,000.00, third-party verification is not required. The household head then must sign a statement verifying assets held by the family do not exceed \$5,000.00 total.

If, at the time of a reexamination or an interim review, the HRA determines the Family Rent to Owner equals the full gross rent for the unit, their HAP payment will be zero. The unit however, shall remain under contract for six months unless the family moves. While the Family Rent to Owner is sufficient to pay the full gross rent on the unit, this shall not affect the family's other rights under the lease, nor shall such a determination preclude resumption of payments as a result of subsequent changes in income, rent, or other relevant circumstances within six months from the date of the last HAP payment.

If at the time of recertification, the family's share of rent increases, the effective date of the new rent amount is the anniversary date as noted by the HRA, after reasonable advance notice has been given to the family. In most cases, the HRA will provide at least 30 days notice of the new rent amount prior to the effective date.

Any household failing to respond to the HRA's request for recertification will be given a 30 day termination notice. Reasons for termination would include failure to return required verifications, failure to attend pre-scheduled appointments or failure to keep family obligations (as provided in the federal regulations).

The HRA may re-certify special circumstances and/or approved reasonable accommodation requests during each annual reexamination after the initial approval based upon the permanency of the initial request. Additional information on reasonable accommodations is located in Appendix I.

## **B. Interim Reviews**

It is the responsibility of each participating family to report changes in family composition, income or in medical or child care expenses occurring prior to the family's next regular reexamination. Interim reviews will be conducted when:

- a family reports any changes in family size or circumstances
- a decrease in gross income (there will be no reduction in rent due to sanctions in TANF/MFIP)
- an increase in income, but only when an interim rent decrease has been calculated after the most recent reexamination
- increases in medical or daycare expenses that would lower the Family Rent to Owner;
- Or a change occurs in HUD regulations or HRA policies during the term of the lease.

All such changes must be reported within seven (7) days of the change. After reporting, an interim rent review resulting in a decrease in Family Rent to Owner will be effective the first of the following month. The reduction may be implemented on a provisional basis prior to completion of verification to prevent undue hardship to the family. Written notice of the redetermination will be sent to the family and the owner. An increase in income will result in an increase in the Family Rent to Owner only if an interim decrease has occurred since the most recent reexamination. The HRA will increase the Family Rent to Owner if a family stops working each year before their annual recertification appointment, then resumes working after effective re-exam date. Thirty day notice will be given prior to any interim rent increase. If money is owed to the client, it will be refunded by increasing the Housing Assistance Payment paid on behalf of the tenant.

Failure to report required changes in income or family status may result in termination from the Program. In the case of previously unreported income, where there is no fraud, and the change results in an increase in the participant's obligation, the HRA will require a repayment agreement to recoup any overpayment made by the HRA.

A family must request authorization from the HRA to add any person(s), other than a child, to the assisted household, if they are expected to be a permanent member or an overnight guest in the household for more than thirty (30) days in a year. Any adult being added to a household is required to attend a briefing session and must sign forms before being added to rent assistance (including a consent to a criminal background check), and all adults must be parties to the lease. A child may be added to the household by birth, adoption, court awarded custody/guardianship or Delegation of Parental Authority, Delegation of Powers by Parent, or other written permission of the parent or other person having custody of the child.

New persons may not be added to the household without the HRA's prior written approval (other than a child as noted above) 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. The voucher size will only be increased for permanent household members in accordance with the HRA's subsidy standards (see Appendix C). 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/guardianship or Delegation of Parental Authority, Delegation of Powers by Parent, or other written permission of the parent or other person having custody of the child; or has been an HRA approved household member for 12 consecutive months.

The HRA will not issue a larger bedroom size voucher due to additions of family members (add-ons) other than by marriage, or the additional of a child as noted above. Minors added through parental delegation, written permission of the parent or person having custody, will be considered a temporary member for the first 12 months of tenancy and the HRA will not issue a larger bedroom size until after the 12<sup>th</sup> month.

A household add-on is not a member of the original family. The original family is defined as the family composition at time of admission or port-in. A household add-on will not increase the voucher size for which a voucher holder qualifies for without the household add-on. If a voucher holder voluntarily gives up the voucher rental subsidy, the household add-on does not have any rights to the voucher. An original family member who moves out of the assisted unit for more than 30 days will become an add-on member if they are subsequently added anytime in the future.

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 may include: proof of another home address, including a valid lease or utility bill; valid driver's license with another home address; court issued order for protection; restraining order barring the member from the assisted unit; Domestic Abuse No Contact Order (DANCO) or documentation of incarceration including length of sentence.

### **C. Rent Determination**

The HRA subsidy payment is determined by locating the appropriate bedroom size and payment standard. The HRA uses the lower of actual bedroom size or the unit size on the Housing Choice Voucher. The greater of the minimum rent of \$50 or 30% of the family's monthly adjusted income is subtracted from the payment standard. This is the maximum subsidy.

The family cannot pay more than 40% of their monthly adjusted income toward the rent and utilities at the time of initial lease-up. If the unit selected costs the family more than 40% of their monthly adjusted income, the HRA will not approve the unit. The HRA calculates 40% of the family's monthly adjusted income and then adds the maximum HRA subsidy. This is the maximum "rent and utility limit" for the family.

The HRA has established its minimum rent requirement as \$50. The HRA will accept written requests for hardship exemptions to the minimum rent prior to the effective date of the rent calculation, as noted below.

- BHRA must grant an exemption from payment of minimum rent if the family is unable to pay the minimum rent because of financial hardship. Financial hardship includes these situations:
  - When the family has lost eligibility for or is awaiting an eligibility determination for a Federal, State, or local assistance program, including a family that includes a member who is a noncitizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;



- When the family would be evicted because it is unable to pay the minimum rent;
- When the income of the family has decreased because of changed circumstances, including loss of employment;
- When a death has occurred in the family; and
- Other circumstances determined by the BHRA or HUD.

The Housing Choice Voucher program does not restrict rent increases after the initial lease term, but any increase in rent must be rent reasonable. The Housing Assistance Payment may be adjusted at the HRA's discretion. At the time of the lease renewal, a family must decide whether they wish to pay any rent increases proposed by the owner, or move to another unit. In the event that a Payment Standard is increased, the Housing Assistance Payment and the Family Rent to Owner will be adjusted at the time of the tenant's reexamination to reflect this change.

#### **D. Assistance**

Program participants are encouraged to contact the HRA if problems arise. While not functioning as a social service agency, the HRA does maintain an extensive resource file of the social service network and can readily make referrals. Program participants that are experiencing difficulties with owners regarding terms of the lease are encouraged to resolve disputes without HRA assistance. However, if a participant cannot resolve a dispute or feels the landlord is not complying with the lease or Contract provisions, the HRA will try to assist in the dispute.

Participants may also consider seeking to resolve their dispute with an owner through the following agency:

Conflict Resolution Center  
2101 Hennepin Avenue, Suite 100  
Minneapolis, MN 55405  
612-822-9883  
mediation@crcminnesota.org • [www.crcminnesota.org](http://www.crcminnesota.org)

#### **E. Absence from Unit**

The family is required to seek approval from the HRA for any household member prior to being absent from the assisted unit for over 30 consecutive days. The HRA will require documentation to verify the need for the absence. In cases such as medical emergency, hospitalization, substance abuse treatment, or other reasonable accommodation, the HRA may approve temporary absences from the unit for over 30 consecutive days, not to exceed 180

consecutive days. For additional information on reasonable accommodation requests, see Appendix I.

#### **F. Family Break-up**

If a family breaks up, the HRA will determine which family member(s) retain use of the Housing Choice Voucher. In most cases, the HRA will assign the Housing Choice Voucher to the family member who retains custody of any dependent children. However, the HRA will consider the special circumstances of each case of family break-up, including the interests of any elderly or disabled family members and financial ability to provide familial support. Final determination of the assignment of a Housing Choice Voucher will be made by the HRA Administrator, whose decision will be final and binding. A victim of domestic or sexual violence will retain the Voucher (see Appendix E).

#### **G. Live-in Aide**

A family that consists of one or more elderly, near-elderly or disabled persons may request that the HRA approve a live-in aide to reside in the unit (1) determined to be essential to the care and well-being of the person(s); (2) is not obligated for the support of the person(s); (3) and would not be living in the unit except to provide the necessary supportive services.

A live-in-aide may only reside in the unit with the approval of the HRA. Written verification will be required from a health care provider with knowledge of the family member's needs. The verification provided must certify that a live-in-aide is needed for the care of the family member as described above.

Occasional, intermittent, multiple or rotating care givers do not meet the definition of a live-in aide. The live-in aide must reside with a family permanently for the family unit size to be adjusted in accordance with the subsidy standards established by the HRA. Therefore, regardless of whether these caregivers spend the night, an additional bedroom should not be approved.

Income of the live-in aide will not be counted for purposes of determining eligibility or amount of housing assistance; Live-in aides are not considered as a remaining member of the participant family and are therefore not entitled to any continued housing assistance if the household member they were aiding no longer participates in the program.

#### **H. Moves with Assistance**

The HRA will approve moves by current program participants only once their lease term has been fulfilled. The HRA will consider and approve exceptions to this policy only for clients with special needs and/or circumstances. The tenant or the tenant's representative must supply the HRA with proper documentation to demonstrate the need for an early move. Examples of circumstances where the HRA would approve an early move include: incidents of domestic

violence, death of family member, a reasonable accommodation of a family member with a disability, and/or failure of the unit to meet HQS where the owner is unwilling to make the necessary repairs. For additional information on reasonable accommodation requests, see Appendix I.

The tenant must provide the HRA with written notice prior to a move. The notice must be received by the HRA no later than the greater of the notice period required in the lease for the tenant's current unit or one full month (one calendar month plus one day) prior to the move date. Failure to provide proper notice will result in the HRA not approving the move or delaying it until the following month.

A move will be denied if any family member owes the HRA, or any other PHA, any sum of money. All legally enforceable repayment agreements must be paid in full before a move will be approved.

The HRA will not deny a move for families covered by the VAWA (see appendix E).

The HRA will provide an explanation of the advantages of moving to an area that does not have a high concentration of low income families (as per HUD notice PIH 2016-09.) This information shall be presented as part meeting where a Voucher to move is issued and will include a map of areas of concentration in the Metro area.

#### **I. Guests or Visitors**

Program participants are required to report immediately to the HRA any guest or visitor in the household over fourteen (14) days, either in a row or spread out over any twelve (12) month period. The HRA may approve a visitor in the unit not to exceed a total of thirty (30) days within any twelve month period. Any guest or visitor in the unit over thirty (30) days will be considered a permanent household member and must be formally added by the family.

#### **J. Continued Assistance to Immigrant Families**

The HRA will not offer continued assistance at full level to program participants when the household contains members of non-eligible immigration status. During the determination of eligibility, the HRA will provide assistance until proper documentation is received. Assistance will be prorated for any families with individual members that cannot provide proper documentation of their legal immigration status. A VAWA self-petitioner may indicate that they are in "satisfactory immigration status" when applying for assistance. "Satisfactory immigration status" means an immigration status which does not make the individual ineligible for housing assistance.

#### **K. Procedures for Fraud and Abuse Complaints**

The Bloomington HRA will investigate a program participant only in the event of one or more of the following circumstances:

- **Referrals, Complaints, or Tips** - Referrals from other agencies, companies or persons which are received by mail, telephone or in person which allege that an assisted family is in non-compliance with or otherwise violating program rules will be followed up by staff. The referral must contain at least one item of information that is independently verifiable. A copy of the allegation will be placed in the tenant file.
- **Internal File Review** - If a review of a file reveals information or facts which conflict with previous file data, staff's knowledge of the family, or is in any way discrepant with statements made by the family, a follow-up will be made.
- **Verification or Documentation** - If an independent verification or documentation conflicts with representations in the tenant file (such as credit bureau reports) a follow-up (third-party) will be made. In addition, 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.

**1. Handling of Allegations of Possible Abuse and Fraud** - All allegations of abuse or fraud from the community and other agencies will be thoroughly documented and placed in the participant's file. All allegations will be evaluated in order to determine if they warrant follow-up. There must be at least one verifiable fact in the allegation. Vague or non-specific allegations will not be followed-up.

With the HRA Authorization to Release Information, signed by the participant in question, the HRA may make inquiries to employers, or to verify other income, assets and/or expenses. The HRA may make inquiries to other agencies; and may access public records (real estate, marriage, divorce, voter registration, police records, state wage records, utility records and post office records).

At the conclusion of the investigation, the reviewer will report the findings to the HRA Administrator or designee who will determine whether facts support that a violation has occurred.

**2. Evaluation of findings** - A determination will be made depending upon:

- The type of violation (procedural, non-compliance or fraud)
- Whether the violation was intentional or unintentional
- What amount of money (if any) is owed to the HRA
- Is the family eligible for continued participation

**3. Actions for documented violations** - The type of violation will determine the procedure taken by the Section 8 staff. Violations shall be classified in the following manner:

**a) Procedural Noncompliance** - When a participant fails to observe Bloomington HRA procedures or Section 8 requirements, but does not misrepresent a material fact, and there is not overpayment of housing assistance. Examples are non-cooperation issues include, but are not limited to, failure to appear at a rescheduled appointment; or failure to return recertification documents in specified time period. The following steps will be followed:

A notice will be sent to the family which contains the following:

- A description of the noncompliance, and the procedure, policy or obligation violated.
- The date by which the violation must be corrected, or the procedure complied with in order to avoid termination.
- The action that will be taken by the HRA if there is noncompliance.
- The consequences of repeated (similar) violations. (See VI.BH Notice of Termination.)

**b) Procedural Noncompliance - Overpaid Housing Assistance** - When the participant owes money for failure to report changes in income or assets during the time between recertifications, the HRA will send a notice of termination containing the following:

- A description of the violation and dates
- The amount owed to the Section 8 Program to the extent known
- A ten day period to respond or request an informal hearing including instructions for the request of such hearing
- Information on the participant's right to an informal hearing. (See VI.B. Notice of Termination)

Participant Fails to Comply with Notice - If the participant fails to comply, and a family obligation has been violated, the HRA will terminate assistance in the manner prescribed by HUD.

(See VI.B. Confirmation of Termination)

When a participant complies within the allotted time given in the notice, the staff person responsible will follow up with a letter describing the participant's continuing status.

**c) Intentional Misrepresentations** - When a participant falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would have resulted) in an overpayment of housing assistance, the HRA must establish (1) that the tenant had knowledge that their actions were wrong, and (2) that the tenant willfully violated program rules.

- The participant had knowledge their actions were wrong. This can be demonstrated by showing that the participant was made aware of program requirements and prohibitions. The participant's signature on various certifications; the HUD Voucher form, applications, and the applicant's certification(s), are adequate to establish knowledge of wrong doing.

- The participant willfully violated program rules will be terminated. Any of the following circumstances is adequate to demonstrate willful intent.
  - ◆ An admission by the participant of the misrepresentation.
  - ◆ The act was done repeatedly.
  - ◆ A false name or social security number is used.
  - ◆ If there were admissions to others of the illegal action or omission.
  - ◆ The participant omitted material facts which were known to them (employment of self or other household member).
  - ◆ The participant falsified, forged or altered documents.

The HRA's letter will state the specific violation, the HRA's termination of assistance, the participant's right to an Informal Hearing, and a statement regarding the Informal Hearing Procedures. The participant will be given ten days to request an Informal Hearing. The letter will include information on the availability of free interpreters under the BHRA's LEP plan (Appendix F), how a family member may request a reasonable accommodation (Appendix I) and/or their rights under the VAWA (Appendix E).

The purpose of the letter is to review the information and evidence obtained by the Section 8 staff with the participant, and provide to the participant an opportunity to explain any document findings which conflict with representations in the participant's file. Any documents or evidence presented by the participant will be considered by the HRA. The participant will be given 10 calendar days to furnish any mitigating evidence.

Participants and applicants whose criminal history indicates a violation which would disallow their participation in the program will be afforded an informal review.

## **VI. TERMINATIONS**

### **A. Terminations by Participant**

A family must continue to occupy its approved unit for the initial lease term, unless the owner and family agree to a mutual rescission of the lease. Written notice of the rescission must be furnished to the HRA.

If the participant and landlord use the sample lease provided by the HRA, a participant may terminate the lease without cause at any time after the first year of the lease. The participant must provide a minimum of thirty (30) days and a maximum of sixty (60) days written notice to the owner as specified in the lease, with a copy to the HRA. The participant will then be reexamined to determine if they are still income eligible. If determined eligible, the participant will be issued a current Housing Choice Voucher to relocate.

If a participant chooses to go off the program, they will be terminated from the program on the effective date indicated in the confirmation letter sent by the HRA. If the participant chooses to

participate in the program after the effective date, they must follow the standard application process.

If the participant and landlord have entered into a lease other than the HRA sample lease, the HUD Lease Addendum will prevail over the lease.

## **B. Terminations or Denials of Assistance by HRA**

The HRA may terminate a participant's housing assistance or deny an applicant from participating if:

- The participant or applicant has committed any fraud, bribery or other corrupt or criminal act in connection with any federal housing assistance program;
- 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;
- The participant has violated any family obligation under the Section 8 Housing Choice Voucher Program as described in the federal regulations;
- The participant or applicant has breached a legally enforceable repayment agreement with the Bloomington HRA or another PHA, as described in the federal regulations;
- The participant or applicant currently owes legally enforceable rent or other amounts to the Bloomington HRA or to another PHA in connection with a Section 8 Certificate or Voucher or public housing assistance under the United States Housing Act of 1937; the HRA will deny issuance of a new Housing Choice Voucher, or execution of a new Housing Assistance Payment Contract for that family, as stated in the federal regulation.
- The participant or applicant has engaged in drug-related criminal activity or violent criminal activity, including criminal activity by any Family member, unless exempted by VAWA (see Appendix E). Drug-related and violent criminal activity is further defined in the federal regulations.
- The applicant or participant or any member of the family has engaged in alcohol abuse or pattern of alcohol abuse that may threaten the health, safety or right to peaceful enjoyment of the premises by other residents, unless exempted by VAWA (see Appendix E).
- The applicant or participant or any member of the family is subject to a lifetime registration requirement under the State sex offender registration program.

- The family has been evicted for; or the owner has documented to the HRA evidence of, serious or repeated violations of the lease, damage to the unit that causes it to fail HQS inspection, and or drug-related or other criminal activity by members of the assisted household and its guests. The HRA shall have discretion or consider the preponderance of evidence, including the seriousness of the offense, the extent of participation by Family members, and the effects that denial or termination would have on Family members not involved in the proscribed activities. The HRA may permit the remaining Family members to continue receiving assistance while imposing a condition that Family members who engaged in the proscribed activity will not reside in the assisted unit as provided in the federal regulations.
- The family has made side payment(s) to the owner for additional rent, services, utilities, garage space, etc., that have not been approved by the HRA.

If the Bloomington HRA decides to terminate Housing Assistance Payments for a participant family, an opportunity for an informal hearing will be granted according to current regulations as set forth in the HRA's Informal Hearing Procedure, Appendix D. The participant and owner will be given a written Notice of Termination. The Notice of Termination will state the reasons for termination, the effective date of termination, the family's right to request a hearing, and the family's responsibility to pay the full rent to the owner if they remain in occupancy beyond the termination date. The rent assistance for the terminated participant will end effective on the termination date unless the Hearing determination has not been given.

A NOTICE OF TERMINATION will be sent to families failing to comply with family obligations, HRA continued occupancy procedures, including: re-examination requirements; and failure to report household changes, etc. The Informal Hearing procedure is included in this Notice. The HRA will provide VAWA forms 5380 and 5382 to each adult family member (for more information, see Appendix E)

If the tenant does not respond, a notice of CONFIRMATION OF TERMINATION will be sent to the participant and the participant's Landlord confirming the termination and the tenant's responsibility to pay full rent to the owner. The grounds for denial or termination of assistance is further defined in the federal regulations.

If the HRA determines that the tenant must repay any amount of HAP as a result of a successful termination action, the debt must be paid in full and a repayment agreement will not be offered. The HRA will also seek to collect the debt immediately through the State of Minnesota Revenue Recapture process. If the amount owed exceeds \$5,000.00, the HRA will provide any necessary information to HUD's Inspector General for possible criminal prosecution. Note that the family is not responsible to repay amounts overpaid if due to HRA error or omission.



### **C. Terminations by Owner**

The owner may not terminate the tenancy of any participant on the Rent Assistance Program unless he/she complies with the requirements of local law and with current regulations for the Section 8 Housing Choice Voucher Programs. Tenancy terminations can occur only after serious or repeated violation of the terms and conditions of the lease, violation of Federal, State, or local law affecting occupancy or use of the dwelling unit, or other good cause. Examples of "other good cause" are outlined in the federal regulations.

During the term of the lease, the owner may not terminate the tenancy unless the termination is based on family malfeasance or nonfeasance. This is further defined in the federal regulations.

The owner may evict the tenant from the unit only by instituting a court action. The owner must notify the HRA in writing of the grounds for eviction at or before the commencement of the eviction action. The owner also must provide the HRA a copy of any owner eviction notice to the tenant.

The owner may evict the tenant at any time for serious or repeated violations of the lease; and or drug related or other criminal activity by members of the assisted household and its guests. Eviction of a family for said causes may also result in termination of assistance by the HRA. Any eviction must be in accordance with State and local law.

### **D. Termination Due to Death of Single-Member Household**

As set forth in federal regulations, the HRA will take the following actions upon the death of a single-member household. For deceased single member households or a household where the remaining household member is a live-in aide, the HRA will discontinue HAP to the owner no later than the first of the following month after the death occurred.

If an owner receives HAP for any month in which the owner is ineligible to receive HAP because of a deceased tenant, the HRA will immediately notify the owner in writing of the ineligible HAP and require the owner to repay the overpayment to the HRA within 30 days. If the owner does not comply, the HRA will deduct the amount due to the HRA from any amounts due to the owner under any other HAP contract. If there is no other HAP contract with the owner, the HRA may seek and obtain additional relief by judicial order or action in accordance with state and local laws.

The HRA will generate the Deceased Tenants Report from HUD's Enterprise Income Verification (EIV) system at least once a month. The HRA staff will review the list and take any necessary actions, including interim rent changes and termination of HAP as noted above.

## **E. Terminations Due to Insufficient Funding**

The HRA may terminate HAP contracts if the HRA determines, in accordance with HUD requirements, that funding under the consolidated ACC is insufficient to support continued assistance for families in the program.

- The HRA will determine whether there is sufficient funding to pay for currently assisted families. If the HRA determines there is a shortage of funding, prior to terminating any HAP contracts, the HRA will determine if any other actions can be taken to reduce program costs. If after implementing all reasonable cost cutting measures there is not enough funding available to provide continued assistance for current participants, the HRA will terminate HAP contracts as a last resort.
- If the HRA terminates current participants for insufficient funding, households will be selected for termination by a random lottery from those households that are non-elderly and do not include a disabled household member.
- Prior to terminating any HAP contracts, the HRA will inform the local HUD field office. The HRA will terminate the minimum number needed in order to reduce HAP costs to a level within the HRA's annual budget authority.

## **VII. HOUSING CHOICE VOUCHER PORTABILITY**

The portability of Housing Choice Vouchers refers to the opportunity for participants to move outside the HRA's jurisdiction while continuing to receive assistance. An applicant family is eligible for portability at initial lease-up only if they lived in the HRA's jurisdiction at the time of their initial application. An existing program participant is eligible for portability if they hold a current Housing Choice Voucher.

Housing Choice Vouchers have unlimited portability within the nation. The portability feature of the Housing Choice Voucher may be used only once in a 12 month period.

In order to accommodate a person or family with a hardship, the HRA will allow a family with special needs to be portable even if they have never lived in Bloomington upon concurrence with the receiving PHA. The family must provide documentation of the hardship to the HRA for approval in such cases. Families that include a family member with a disability may request a reasonable accommodation in the portability move process. Additional information on reasonable accommodations is located in Appendix I. For exemptions allowed under VAWA, see Appendix E.

A Receiving PHA that administers a Housing Choice Voucher program may not limit the number of Housing Choice Vouchers issued by other PHAs to portable families coming into their jurisdiction.

The Bloomington HRA will determine the family unit size for incoming portable families. The family unit size is determined in accordance with the subsidy standards established by the Bloomington HRA, as stated in federal regulations . In addition, the HRA will perform criminal background checks on all adult members of incoming portable families. Those found with a criminal history will be denied admission, unless exempted by VAWA. See Appendix E. (See Part II, Section D: “Denial of Assistance” for a complete definition of criminal activity.)

When the family moves out of Bloomington's jurisdiction under the portability provisions, Bloomington HRA retains the funding for that Housing Choice Voucher under its Annual Contributions Contract (ACC).

### **VIII. PROGRAM PROCEDURES AND REVIEW**

The lease-up of the Section 8 Housing Choice Vouchers will be conducted for the maximum Housing Choice Vouchers allowed under the budget. Housing Choice Voucher issuances will be based on the current utilization of funds and the anticipated Housing Choice Voucher turnover. The HRA will over-issue to the extent necessary to fully utilize the budget dollars available.

The Fair Market Rent schedule is that which is annually established by HUD for the HRA's area of jurisdiction. The Payment Standard for the Housing Choice Voucher program is reviewed on an annual basis by the HRA. The Payment Standard will never be more than 110% of the published FMR or Bloomington's HUD approved exception rents, nor less than ninety (90) of the FMR. Factors to be considered in establishing the Payment Standard include, but are not limited to, participants' rent burden, actual contract rents for specific bedroom sizes, the average time period for finding eligible housing, the annual adjustment factor and local vacancy rates. Exceptions to the 110% limit may be requested as a reasonable accommodation, see Appendix I.

Ongoing monitoring of market rents will be accomplished through continual feedback from applicant families as they search for suitable units. Annual market rent surveys will also be conducted, giving a more thorough analysis of the market spread of rents throughout Bloomington.

To assure the continued affordability of housing by families participating on the Housing Choice Voucher program, the HRA may increase the amount of the Payment Standard. This is by way of an affordability adjustment. This adjustment is made to offset increases in housing costs experienced by the family and is based on actual increases in the rental market. The adjustment is made by changing the amount of the payment standard. The HRA may decide to

establish an affordability adjustment that will be used to determine the Housing Assistance Payments for all participating Housing Choice Voucher families, or for certain bedroom sizes.

The Operating Reserve accounts for the Housing Choice Voucher programs are credited with earned administrative fees that exceed expenditures for program administration during the fiscal year. Any transfer of funds from the Operating Reserve accounts for other housing purposes as described in HUD regulations and handbooks may only be made with the prior approval of the HRA Commissioners.

The foregoing policies are subject to review and amendment by the Housing and Redevelopment Authority in and for the City of Bloomington. Amendments will be made by inclusion of administrative memos on an as needed basis to reflect current practices in the administration of the Rent Assistance Program.

## **IX. BUDGETING/STAFFING INFORMATION**

Current staffing needs for the Section 8 Rent Assistance Program are met by four Program Specialists. Additional support staff includes an Office Assistant, accountant, and ongoing administrative supervision. No staff member charges more than 100 percent of their time to Section 8 Housing Choice Voucher administration.

Regular staff functions include, but are not limited to, outreach, intake and briefings, eligibility determinations, HQS inspections, recertifications, monthly payment processing, coordination of incoming and outgoing portability, information and referral, damage claim processing and terminations, monitoring program performance and lease-up, liaison between tenant and owner and financial management of the Program.

Three full-time Program Specialists currently handle a majority of the direct client work. All Program Specialists have been trained to handle all areas of the leasing process, from intake to reexaminations. Therefore, it is not practical to delineate salary and contract costs by function.

## **A P P E N D I X A**

### **HOUSING AND REDEVELOPMENT AUTHORITY in and for the City of Bloomington**

#### **DEFINITION OF INCOME AND ASSETS**

Annual income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets for the 12-month period following the effective date of certification of income, exclusive of certain types of income as provided below. Income shall include but not be limited to the following:

- 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; All income of full-time students, 18 years and older (except Federal work-study programs under title IV of the Higher Education Act of 1965).
- 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 an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family;
- 3) Interest, dividends and other net income of any kind from real or personal property in excess of a combined value of \$5,000.00. Expenditures for amortizations of capital indebtedness shall not be used as a deduction 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. If a withdrawal is for reimbursement of cash or assets invested by the Family it is not counted as income. 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, including a lump sum payment for the delayed start of a periodic payment;

- 5) Payments in lieu of earnings, such as unemployment, worker's compensation and severance pay;
- 6) Welfare assistance. 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; or b) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is reduced due to sanctions for non-compliance, the rental contribution for this family will not be decreased. Income will include the amount of benefits that would have been paid without the sanction.
- 7) State school grants in excess of school expenditures should be counted;
- 8) Periodic and determinable allowances, such as spousal maintenance and child support payments, and regular contributions or gifts received from persons not residing in the dwelling;
- 9) All regular pay, special pay and allowances of a member of the Armed Forces;

Annual income does not include such temporary, non-recurring or sporadic income as 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;
- 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;
- 6) Amounts of educational scholarships paid directly to the student or to the educational institution and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books, equipment, materials, supplies, transportation, and miscellaneous personal expenses of the student. No part of a Federal Pell Grant, SEOG, and/or Work Study under Title IV of the Higher Education Act of 1965 will be counted. Any amount of such scholarship or payment to a veteran not used for the above purposes that is available for subsistence is to be included in income;

- 7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- 8) Amounts received while in a training program funded by HUD;
- 9) Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income (SSI) eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
- 10) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
- 11) Temporary, non-recurring or sporadic income, including gifts;
- 12) 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 U.S. Housing Act of 1937.
- 13) Amounts disregarded under the earned income disregard (EID) regulations.

The family must disclose the total value of assets held by the family. If the net value is less than \$5,000.00, the HRA is not obligated to verify the assets or count any income from the assets in the rent calculation. If the net value of household assets is \$5,000.00 or greater, the HRA will verify all assets held by the family and count any resulting income. Net family assets include:

The 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 the equity in a housing cooperative unit or in a manufactured home in which the family resides. 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.)

In determining net family assets, the HRA shall include the value of any assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or 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 dollars terms.

## **Earned Income Disallowance for Persons with Disabilities**

The earned income disallowance (EID) encourages people with disabilities to enter the work force by not including the full value of increases in earned income for a period of time. Eligibility criteria and limitations on the disallowance are summarized below. Eligibility  
This disallowance applies only to individuals in families already participating in the HCV program (not at initial examination). To qualify, the family must experience an increase in annual income that is the result of one of the following events:

- Employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment. Previously unemployed includes a person who annually has earned not more than the minimum wage applicable to the community multiplied by 500 hours. The applicable minimum wage is the federal minimum wage unless there is a higher state or local minimum wage.
- Increased earnings by a family member who is a person with disabilities and whose earnings increase during participation in an economic self-sufficiency or job-training program. A self-sufficiency program includes a program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work to such families.
- New employment or increased earnings by a family member who is a person with disabilities and who has received benefits or services under Temporary Assistance for Needy Families (TANF) or any other state program funded under Part A of Title IV of the Social Security Act within the past six months. If the benefits are received in the form of monthly maintenance, there is no minimum amount. If the benefits or services are received in a form other than monthly maintenance, such as one-time payments, wage subsidies, or transportation assistance, the total amount received over the six-month period must be at least \$500.

### **Calculation of the Disallowance**

Calculation of the earned income disallowance for an eligible member of a qualified family begins with a comparison of the member's current income with his or her "baseline income." The family member's baseline income is his or her income immediately prior to qualifying for the EID. The family member's baseline income remains constant throughout the period that he or she is participating in the EID. While qualification for the disallowance is the same for all families, calculation of the disallowance will differ depending on when the family member qualified for EID.

Participants qualifying prior to May 9, 2016 will have the disallowance calculated under the "Original Calculation Method" described below which requires a maximum lifetime disallowance period of up to 48 consecutive months. Participants qualifying on or after May 9, 2016, will be subject to the "Revised Calculation Method" Which shortens the lifetime disallowance period to 24 consecutive months.



Under both the original and new methods, the EID eligibility criteria, the benefit amount, the single lifetime eligibility requirement and the ability of the applicable family member to stop and restart employment during the eligibility period are the same.

#### Original Calculation Method

##### Initial 12-Month Exclusion

During the initial 12-month exclusion period, the full amount (100 percent) of any increase in income attributable to new employment or increased earnings is excluded. The 12 months are cumulative and need not be consecutive.

The initial EID exclusion period will begin on the first reexam following the date an eligible member of a qualified family is first employed or first experiences an increase in earnings. PHA will complete an interim reexam to reduce or remove exclusion amount when initial and phase-in exclusion periods end.

##### Second 12-Month Exclusion and Phase-In

During the second 12-month exclusion period, the exclusion is reduced to half (50 percent) of any increase in income attributable to employment or increased earnings. The 12 months are cumulative and need not be consecutive. BHRA will complete an interim reexam to end income exclusion when phase-in period ends.

##### Lifetime Limitation

The EID has a four-year (48-month) lifetime maximum. The four-year eligibility period begins at the same time that the initial exclusion period begins and ends 48 months later. The one-time eligibility for the EID applies even if the eligible individual begins to receive assistance from another housing agency, if the individual moves between public housing and HCV assistance, or if there are breaks in assistance.

During the 48-month eligibility period, the BHRA will conduct an interim reexamination each time there is a change in the family member's annual income that affects or is affected by the EID (e.g., when the family member's income falls to a level at or below his/her prequalifying income, when one of the exclusion periods ends, and at the end of the lifetime maximum eligibility period).

##### Revised Calculation Method

##### Initial 12-Month Exclusion

During the initial exclusion period of 12 consecutive months, the full amount (100 percent) of any increase in income attributable to new employment or increased earnings is excluded. The initial EID exclusion period will begin on the first of the month following the date an eligible member of a qualified family is first employed or first experiences an increase in

earnings.

## Second 12-Month Exclusion

During the second exclusion period of 12 consecutive months, the BHRA must exclude at least 50 percent of any increase in income attributable to employment or increased earnings. During the second 12-month exclusion period, the BHRA will exclude 50 percent of any increase in income attributable to new employment or increased earnings.

## Lifetime Limitation

The EID has a two-year (24-month) lifetime maximum. The two-year eligibility period begins at the same time that the initial exclusion period begins and ends 24 months later. During the 24-month period, an individual remains eligible for EID even if they begin to receive assistance from a different housing agency, move between public housing and Section 8 assistance, or have breaks in assistance.

The earned income disallowance (EID) encourages people with disabilities to enter the work force by not including the full value of increases in earned income for a period of time. Eligibility criteria and limitations on the disallowance are summarized below.

## Eligibility

This disallowance applies only to individuals in families already participating in the HCV program (not at initial examination). To qualify, the family must experience an increase in annual income that is the result of one of the following events:

- Employment of a family member who is a person with disabilities and who was previously unemployed for one or more years prior to employment. Previously unemployed includes a person who annually has earned not more than the minimum wage applicable to the community multiplied by 500 hours. The applicable minimum wage is the federal minimum wage unless there is a higher state or local minimum wage.
- Increased earnings by a family member who is a person with disabilities and whose earnings increase during participation in an economic self-sufficiency or job-training program. A self-sufficiency program includes a program designed to encourage, assist, train, or facilitate the economic independence of HUD-assisted families or to provide work to such families.
- New employment or increased earnings by a family member who is a person with disabilities and who has received benefits or services under Temporary Assistance for Needy Families (TANF) or any other state program funded under Part A of Title IV of the Social Security Act within the past six months. If the benefits are received in the form of monthly maintenance, there is no minimum amount. If the benefits or services are received in a form other than monthly maintenance, such as one-time payments, wage subsidies, or transportation assistance, the total amount received over the six-month period must be at least \$500.

## Calculation of the Disallowance

Calculation of the earned income disallowance for an eligible member of a qualified family begins with a comparison of the member's current income with his or her "baseline income." The family member's baseline income is his or her income immediately prior to qualifying for the EID. The family member's baseline income remains constant throughout the period that he or she is participating in the EID. While qualification for the disallowance is the same for all families, calculation of the disallowance will differ depending on when the family member qualified for EID.

Participants qualifying prior to May 9, 2016 will have the disallowance calculated under the "Original Calculation Method" described below which requires a maximum lifetime disallowance period of up to 48 consecutive months. Participants qualifying on or after May 9, 2016, will be subject to the "Revised Calculation Method" Which shortens the lifetime disallowance period to 24 consecutive months.

Under both the original and new methods, the EID eligibility criteria, the benefit amount, the single lifetime eligibility requirement and the ability of the applicable family member to stop and restart employment during the eligibility period are the same.

### Original Calculation Method

#### Initial 12-Month Exclusion

During the initial 12-month exclusion period, the full amount (100 percent) of any increase in income attributable to new employment or increased earnings is excluded. The 12 months are cumulative and need not be consecutive.

The initial EID exclusion period will begin on the first reexam following the date an eligible member of a qualified family is first employed or first experiences an increase in earnings. PHA will complete an interim reexam to reduce or remove exclusion amount when initial and phase-in exclusion periods end.

#### Second 12-Month Exclusion and Phase-In

During the second 12-month exclusion period, the exclusion is reduced to half (50 percent) of any increase in income attributable to employment or increased earnings. The 12 months are cumulative and need not be consecutive. BHRA will complete an interim reexam to end income exclusion when phase-in period ends.

### Lifetime Limitation

The EID has a four-year (48-month) lifetime maximum. The four-year eligibility period begins at the same time that the initial exclusion period begins and ends 48 months later. The one-time eligibility for the EID applies even if the eligible individual begins to receive assistance from

another housing agency, if the individual moves between public housing and HCV assistance, or if there are breaks in assistance.

During the 48-month eligibility period, the BHRA will conduct an interim reexamination each time there is a change in the family member's annual income that affects or is affected by the EID (e.g., when the family member's income falls to a level at or below his/her prequalifying income, when one of the exclusion periods ends, and at the end of the lifetime maximum eligibility period).

#### Revised Calculation Method

#### Initial 12-Month Exclusion

During the initial exclusion period of 12 consecutive months, the full amount (100 percent) of any increase in income attributable to new employment or increased earnings is excluded. The initial EID exclusion period will begin on the first of the month following the date an eligible member of a qualified family is first employed or first experiences an increase in earnings.

#### Second 12-Month Exclusion

During the second exclusion period of 12 consecutive months, the BHRA must exclude at least 50 percent of any increase in income attributable to employment or increased earnings. During the second 12-month exclusion period, the BHRA will exclude 50 percent of any increase in income attributable to new employment or increased earnings.

#### Lifetime Limitation

The EID has a two-year (24-month) lifetime maximum. The two-year eligibility period begins at the same time that the initial exclusion period begins and ends 24 months later. During the 24-month period, an individual remains eligible for EID even if they begin to receive assistance from a different housing agency, move between public housing and Section 8 assistance, or have breaks in assistance.

## **A P P E N D I X B**

### **HOUSING AND REDEVELOPMENT AUTHORITY in and for the City of Bloomington**

#### **SELECTION PREFERENCES**

In accordance with federal regulations, the HRA may give preference to families according to Preferences. The HRA has adopted the following Preferences.

#### **Involuntary Displacement**

An applicant currently living in Bloomington is or will be involuntarily displaced if the applicant has vacated or will have to vacate his or her housing unit as a result of one or more of the following actions:

1. Activity carried on by Bloomington local governmental body or agency in connection with code enforcement or a public improvement (not including resident caused code violation) or development program.
2. An applicant is involuntarily displaced if they are victims of hate crimes. "Hate crime" is actual or threatened violence or intimidation of a person or their property because of race, color, religion, sex, actual or perceived sexual orientation, gender identity, national origin, familial status or handicap.
3. An applicant displaced as result of a disaster.

Number 3 is granted only if the law enforcement agency or appropriate social service agency has carried out a threat assessment and recommends re-housing a family (including non-Bloomington residents).

#### **Continuously Assisted**

A continuously assisted family is defined as a family who is presently receiving (or has received housing assistance within one year) from any 1937 Housing Act authorized program administered by the Bloomington HRA, when admitted to the HRA's voucher program. The family's participation in the housing program must be ending, or have ended, prior to admission to the voucher waiting list. The waiting list will always be open to applicants who meet this definition of continually assisted. The HRA will admit continuously assisted families with incomes at or below the low income limit (80% of median), as established by HUD.

## **Bloomington Residents**

Applicants who qualify for this Preference must live, work, or be hired to work in Bloomington at the time of their initial application, or any subsequent update. (The employer must be located within the City of Bloomington. If self-employed, the home address of the applicant will be considered the work address, if no other permanent work site exists.)

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 residency preference will also be given to those disabled applicants who utilize established service providers located within the City of Bloomington to receive ongoing medical services and/or treatment related to the disability.

### **Exception Preference**

NOTE: In order to meet HUD requirements for admission of extremely low income, persons with preference but with higher incomes may be passed over until the HUD requirements are met.

## APPENDIX C

### HOUSING AND REDEVELOPMENT AUTHORITY in and for the City of Bloomington

#### SUBSIDY STANDARDS

Number & Composition of Household Members	Number Bedrooms
1 Person	1
2 Persons	1 or 2
3 Persons	2
4 Persons	2
5-6 Persons	3
7-8 Persons	4
9-10 Persons	5

Subsidy Standards are set forth to determine the bedroom size to be designated on the Housing Choice Voucher for families of different sizes and compositions. The purpose in establishing unit sizes for subsidy is to avoid overcrowding, while maximizing the use of space and minimizing subsidy costs. The HRA will assign families consisting of an adult(s) and children, to a bedroom size that allows the adult(s) a separate bedroom or sleeping room (living room). Example: An adult with one child is a family of 2 persons and can qualify for both a one bedroom and/or a two bedroom voucher. The HRA will allow a family to choose the smaller bedroom size if it is the family's preference and the subsidy is available. When a family member over age 18 moves away from home during the school year (i.e. in college) and is physically living elsewhere more than 50% of the time, the HRA may reduce the family subsidy level if necessary to meet subsidy guidelines. This reduction in subsidy will take place at the next annual recertification that is not less than 12 months from date of move-out of the family member, but not more than 24 months from date of move-out.

The HRA will issue Housing Choice Vouchers based on the Subsidy Standards listed above; however, for continued occupancy in Bloomington, the HRA will consider other household configurations provided the unit is not over-crowded per Housing Quality Standards (HQS). Exceptions to the Subsidy Standard may be granted if the applicant has a documented need for the storage and operation of prescribed medical equipment from a health care provider. The

actual equipment must be verified by the HRA before approving the additional bedroom. Such a request may be a reasonable accommodation. Additional reasonable accommodation information may be found in Appendix I. Thereafter, the need for the bedroom will be determined annually during the inspection of the unit. If the extra bedroom is not being used for the intended purpose, the HRA must reduce the subsidy standard and corresponding payment standard at the family's next recertification. In addition, the BHRA will provide an exception to the Subsidy Standards for approved line-in aids as described in Section V.



## **A P P E N D I X D**

### **HOUSING AND REDEVELOPMENT AUTHORITY in and for the City of Bloomington**

#### **SECTION 8 HOUSING CHOICE VOUCHER PROGRAM INFORMAL REVIEW AND HEARING PROCEDURE**

The purpose of this informal review and hearing procedure is to provide an Applicant or Participant on the Bloomington Housing and Redevelopment Authority (HRA) Section 8 Existing Housing Assistance Program an opportunity for an informal review or hearing of a decision by the HRA to deny, reduce, or terminate assistance. It is not the purpose of the review or hearing to resolve disputes or problems which occur between applicants, participants, and owners, nor to review discretionary administrative determinations by the HRA. Rather, the review and hearing process is established to determine whether an HRA decision is in accordance with applicable laws, HUD regulations, and HRA administrative standards.

Informal Review for Applicants and Participants:

#### Applicants

1. The HRA shall give an applicant for participation on the Section 8 Housing Choice Voucher Assistance Program a prompt written notice of a decision denying assistance, including a decision denying listing on the HRA's waiting list, issuance of a Housing Choice Voucher, or participation on one or both of the Programs. The notice shall also state that the Applicant may request in writing, an informal hearing of the decision within 10 working days.
2. The family will be informed of their right to pre-discovery of HRA documents, including records and regulations that are directly relevant to the review. The family will be allowed to copy any such documents at the HRA's expense. The HRA may not rely on a document withheld from disclosure. The family will be provided copies of any criminal records.
3. The family must produce to the HRA any relevant family documents for pre-discovery which are directly related to the review. The family must produce the documents at the HRA offices within three working days prior to the scheduled review. The family may not rely on a document withheld from disclosure.
4. The informal review will be held at the Authority offices and conducted by any person or persons designated by the HRA, other than the individual that originally issued the denial or a subordinate of that person.

5. At the informal review, the Applicant will be given the opportunity to present written or oral objections to the HRA decision. Every attempt will be made at the time of the informal review to resolve the dispute.

6. Following the hearing, the HRA will notify the Applicant in writing within 30 days of the final HRA decision, including a brief statement of the reason(s) for the final decision.

The HRA is not required to provide an Applicant with an informal review in the following cases:

-To consider discretionary administrative determinations by the HRA or to consider general policy issues or class grievances;

-To review the HRA's determination of the number of bedrooms entered on the Housing Choice Voucher in accordance with the subsidy standards established by the HRA;

-To review the HRA's determination that a unit does not comply with the Housing Quality Standards or the HRA's determination to not approve the lease for the unit;

-To review the HRA's decision not to approve a request for an extension on an Applicant's Housing Choice Voucher.

-An HRA determination not to grant approval to lease a unit under the program or to approve a proposed lease.

-An HRA determination that a unit selected by the applicant is not in compliance with HQS.

-An HRA determination the unit is not in accordance with HQS because of the family size or composition.

Informal Hearing for Participants:

1. The HRA shall give a Participant on the Section 8 Existing Housing Voucher program a prompt written notice of a decision affecting their status on the Program and shall state the reasons for the decision. If the Participant does not agree with the decision, an informal hearing may be requested in writing within 10 working days. An opportunity for a hearing will be granted in the following cases only:

-A determination of the amount of the Family Rent to Owner, the determination of the household annual or adjusted income, the use of income to calculate the housing assistance payment and determination of the appropriate utility allowance;

-A decision to deny or terminate assistance;

-A decision to reduce the unit size allowed for the participant family or to grant an exception from the standards;

-A determination of the number of bedrooms allowed for a participant family that wishes to move to another unit.

-Participants who violate program rules with respect to criminal activities will be afforded an informal hearing. Copies of criminal records will be provided to the tenant.

2. The informal hearing will be conducted by persons or person designated by the HRA Administrator other than the individual who originally issued the decision or subordinate to that person. In the case of termination from the program, except in cases of failure to make repayment, the hearing examiner will be an individual outside of HRA staff.

3. The participant may be represented by a lawyer or other representative at their own expense.

4. The family will be informed of their right to pre-discovery of HRA documents, including records and regulations that are directly relevant to the hearing. The family will be allowed to copy any such documents at the HRA's expense. The HRA may not rely on a document withheld from disclosure.

5. The family must produce to the HRA any relevant family documents for pre-discovery which are directly related to the hearing. The family must produce the documents at the HRA offices within three working days prior to the scheduled hearing. The family may not rely on a document withheld from disclosure.

6. At the informal hearing, the HRA and the Participant will be given the opportunity to present evidence and may question any witnesses.

7. Following the hearing, the HRA will notify the participant in writing within 30 days, of the final decision, including a brief statement of the reason(s) for the decision. The hearing officer's decision will be based upon the preponderance of the evidence presented at the hearing.

The HRA is not required to provide the Participant with an informal hearing in the following cases:

-To review discretionary administrative determinations by the HRA or to consider general policy issues or class grievances;

-To review the HRA's determination that a unit does not comply with Housing Quality Standards due to the Owner's lack of maintenance, or because of an increase in family size or change in family composition;

-To review an HRA decision to exercise any remedy against the owner under an outstanding Contract;

-To review an HRA decision not to approve a request for an extension or suspension of a Housing Choice Voucher term.

-The establishment of the HRA schedule of utility allowances for families in the program.

-A determination not to approve a unit or lease.

## APPENDIX E

### HOUSING AND REDEVELOPMENT AUTHORITY in and for the City of Bloomington

#### 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), VAWA Reauthorization Act of 2013, Pub. L. 113-4, Title VI, 127 Stat. 54 (March 7, 2013) and more generally to set forth the Bloomington Housing and Redevelopment Authority’s (BHRA) policies and procedures regarding domestic violence, sexual assault, dating violence, and stalking, as hereinafter defined.

This Policy shall be applicable to the administration by BHRA 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, sexual assault, 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:

- Maintaining compliance with all applicable legal requirements imposed by VAWA;
- Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, sexual assault or stalking who are assisted by BHRA;
- Providing and maintaining housing opportunities for victims of domestic violence, sexual assault, dating violence, or stalking;
- 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, sexual assault, dating violence and stalking, who are assisted by BHRA; and
- Taking appropriate action in response to an incident or incidents of domestic violence, sexual assault, dating violence, or stalking, affecting individuals assisted by BHRA.

##### III. Other BHRA 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, sexual assault, 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 –
  1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
  2. 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 –
  1. 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
  2. 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. *Affiliated Individual* – means, with respect to an individual –
  1. a spouse, parent, brother, sister, or child of that individual, or an individual to whom that person stands in loco parentis; or
  2. any individual, tenant, or lawful occupant living in the household of that individual.

- E. *Perpetrator* – means person who commits an act of domestic violence, dating violence, sexual assault or stalking against a victim.
- F. *Sexual Assault* – means any nonconsensual sexual act proscribed by Federal, tribal, State law, including when the victim lacks capacity to consent.

## 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, sexual assault, dating violence, or stalking, provided that such person is otherwise qualified for such admission. A VAWA self-petitioner may indicate that they are in “satisfactory immigration status” when applying for assistance. “Satisfactory immigration status” means an immigration status which does not make the individual ineligible for financial assistance.
- *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, dating violence, sexual assault or stalking, , 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, dating violence, sexual assault or stalking and its probable relevance to the potentially disqualifying information.

## VI. Termination of Tenancy or Assistance

- A. *VAWA Protections*. Under VAWA, persons assisted under the Section 8 rental assistance program (and affiliated individuals) have the following specific protections, which will be observed by BHRA:
  - 1. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault 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 or threatened victim of that violence.
  - 2. In addition to the foregoing, tenancy assistance or occupancy rights will not be terminated by BHRA as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence, sexual assault or stalking engaged in by a member of the assisted household, a guest or another person under the tenant’s control, if the tenant or an affiliated individual of the tenant 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:

- (i) 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, sexual assault, 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, sexual assault, dating violence or stalking than that applied to other tenants.
- (ii) 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 criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking against an affiliated member or other individual. 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. Note: Tenants who were not already eligible prior to bifurcation may have up to 90 days to establish eligibility for the same covered program the evicted or terminated tenant was the recipient of assistance at the time of bifurcation of the lease, establish eligibility for another covered housing program, or find alternative housing.

## **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, sexual assault, 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. 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, sexual assault, 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. The name of the perpetrator must only be provided if known by the survivor of domestic or sexual violence protected by VAWA and if the survivor determines it is safe to provide the name.
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, a medical professional, or a mental health professional from whom the victim has sought assistance in addressing the domestic violence, sexual assault, 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, records of an administrative agency, 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, sexual assault, dating violence, sexual assault or stalking, and who is requested, in writing, by BHRA, or a Section 8 owner or manager to provide verification, must provide such verification within 14 business days (*i.e.*, 14 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, sexual assault, 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 and the BHRA in confidence and shall neither be entered in any shared database nor provided to any related entity or individual, except where disclosure is:

1. requested or consented to by the individual in writing, or
2. required for use 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 participating in the Section 8 rental assistance program administered by BHRA shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

C. *Right to withhold name.* The victim must only provide the name of the individual who committed the domestic violence, dating violence, sexual assault or stalking, if the name is known and safe to provide.

## **IX. Transfer to New Residence**

See VAWA Emergency Transfer Policy in Appendix J.

## **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 Section 8 Administrative Plan in Section V: Ongoing Occupancy. F Family Break-up. If the

family break-up results from an occurrence of domestic violence, sexual assault, dating violence, or stalking, the BHRA will ensure that the victim retains assistance.

#### **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 BHRA is a victim of domestic violence, sexual assault, 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 (when admitted or denied admission to the BHRA's Section 8 program), tenants (with any notice of termination), 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. Such notices will be provided according to the BHRA's Limited English Proficiency (LEP) policy (see Appendix F).

#### **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, sexual assault, 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.

#### **XV. Resources**

Victims of domestic violence or other concerned parties may seek assistance from a variety of resources, including the following organizations and hotlines:

Cornerstone	952-884-0330
Minnesota Day One Crisis Hotline	1-866-223-1111
Sexual Assault Hotline	1-800-646-4673

## APPENDIX F

### HOUSING AND REDEVELOPMENT AUTHORITY in and for the City of Bloomington

#### VIOLENCE AGAINST WOMEN ACT (VAWA) EMERGENCY TRANSFER POLICY

##### Emergency Transfers

The Bloomington Housing and Redevelopment Authority (BHRA) is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA),<sup>1</sup> BHRA allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.<sup>2</sup> The ability of BHRA to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether BHRA has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that the BHRA's Housing Choice Voucher Program and Project-Based Voucher Program are in compliance with VAWA.

##### Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L is eligible for an emergency transfer, if: the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault

---

<sup>1</sup> Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

<sup>2</sup> Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

### **Emergency Transfer Request Documentation**

To request an emergency transfer, the tenant shall notify BHRA's office and submit a written request for a transfer. BHRA will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under BHRA's programs; OR
2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

### **Confidentiality**

BHRA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives BHRA written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence Against Women Act For All Tenants for more information about BHRA's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

### **Emergency Transfer Timing and Availability**

BHRA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. BHRA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. BHRA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If BHRA has no safe and available units for which a tenant who needs an emergency is eligible, BHRA will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, BHRA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

### **Housing Choice Voucher Program**

The BHRA will approve a participant's request to transfer/move to another unit in accordance with this policy. The Housing Choice Voucher (HCV) program already has in place policies and procedures that may be used by participants to move from their current unit to another that may provide for victim safety (e.g., moving with continued assistance, and portability). To the greatest extent possible, the BHRA will expedite transfers/moves made under this policy. The BHRA will allow a transfer/move within the first year of a lease, including the transfer/move to another jurisdiction, for transfers/moves requested under this policy. Any BHRA restrictions on moves do not apply to move requests made under this policy.

### **Project-Based Voucher Program**

The BHRA will approve a participant's request to transfer/move to another unit in accordance with this policy for Project-Based Voucher (PBV) program participants.

#### **1. BHRA-Owned PBV Units**

The BHRA will allow a transfer/move within the first year of a lease, or any other time, to another available BHRA owned unit, for transfers/moves requested under this policy. If a BHRA-unit of appropriate size is not available, the BHRA will issue the participant the first available tenant-based voucher to move to a non-PBV unit to provide for victim safety.

#### **2. Privately-Owned PBV Units**

The BHRA operates a PBV program for units which are privately owned. The BHRA will allow a transfer/move within the first year of a PBV lease, if allowed by the owner, for transfers/moves requested under this policy. After the first year, the BHRA will approve a transfer/move request made under this policy. If a PBV lease is in place, the BHRA will encourage the owner to allow for an early transfer/move for transfers/moves made under this policy. If a PBV-unit of appropriate size is not available at the property, or the family must move from the property for their safety, the BHRA will issue the participant the first available tenant-based voucher to move to a non-PBV unit. If a tenant-based voucher is not available, and the family has moved for their safety from the PBV unit under this policy, the BHRA will give priority to the family to receive the next available tenant-based voucher.

## Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

- Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).
- Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.
- Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

**Local Resources:** Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking:

- Tenants who have been victims of domestic violence, dating violence, sexual assault or stalking who are seeking help may call the Minnesota Day One Crisis Hotline at 1-866-223-1111.
- Tenants who have been victims of domestic violence, dating violence, sexual assault or stalking who are seeking help may call Cornerstone at 952-884-0330 or visit <http://cornerstonemn.org/>.

**EMERGENCY TRANSFER**  
0286

**U.S. Department of Housing**

OMB Approval No. 2577-

**REQUEST FOR CERTAIN  
VICTIMS OF DOMESTIC  
VIOLENCE, DATING VIOLENCE,  
SEXUAL ASSAULT, OR STALKING**

**and Urban Development**

Exp. 06/30/2017

**Purpose of Form:** If you are a victim of domestic violence, dating violence, sexual assault, or stalking, and you are seeking an emergency transfer, you may use this form to request an emergency transfer and certify that you meet the requirements of eligibility for an emergency transfer under the Violence Against Women Act (VAWA). Although the statutory name references women, VAWA rights and protections apply to all victims of domestic violence, dating violence, sexual assault or stalking. Using this form does not necessarily mean that you will receive an emergency transfer. See your housing provider's emergency transfer plan for more information about the availability of emergency transfers.

**The requirements you must meet are:**

**(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.**

If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation. In response, you may submit Form HUD-5382, or any one of the other types of documentation listed on that Form.

**(2) You expressly request the emergency transfer.** Submission of this form confirms that you have expressly requested a transfer. Your housing provider may choose to require that you submit this form, or may accept another written or oral request. Please see your housing provider’s emergency transfer plan for more details.

**(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

**OR**

**You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you submit this form or otherwise expressly request the transfer.

**Submission of Documentation:** If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it is safe for you to do so. Examples of third party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom you have sought assistance; a current restraining order; a recent court order or other court records; a law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts.

**Confidentiality:** All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, and concerning your request for an emergency transfer shall be kept confidential. Such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections or an emergency transfer to you. Such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE PERSON REQUESTING A TRANSFER**

**1. Name of victim requesting an emergency transfer:** \_\_\_\_\_

**2. Your name (if different from victim’s)** \_\_\_\_\_

**3. Name(s) of other family member(s) listed on the lease:** \_\_\_\_\_

\_\_\_\_\_

**4. Name(s) of other family member(s) who would transfer with the victim:** \_\_\_\_\_

\_\_\_\_\_

**5. Address of location from which the victim seeks to transfer:** \_\_\_\_\_

**6. Address or phone number for contacting the victim:** \_\_\_\_\_



7. Name of the accused perpetrator (if known and can be safely disclosed): \_\_\_\_\_

8. Relationship of the accused perpetrator to the victim: \_\_\_\_\_

9. Date(s), Time(s) and location(s) of incident(s): \_\_\_\_\_

10. Is the person requesting the transfer a victim of a sexual assault that occurred in the past 90 days on the premises of the property from which the victim is seeking a transfer? If yes, skip question 11. If no, fill out question 11. \_\_\_\_\_

11. Describe why the victim believes they are threatened with imminent harm from further violence if they remain in their current unit.

\_\_\_\_\_

\_\_\_\_\_

12. If voluntarily provided, list any third-party documentation you are providing along with this notice:

\_\_\_\_\_

This is to certify that the information provided on this form is true and correct to the best of my knowledge, and that the individual named above in Item 1 meets the requirement laid out on this form for an emergency transfer. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature \_\_\_\_\_ Signed on (Date) \_\_\_\_\_

## **APPENDIX G**

### **HOUSING AND REDEVELOPMENT AUTHORITY in and for the City of Bloomington**

#### **LIMITED ENGLISH PROFICIENCY (LEP) PLAN**

**(Note: As of July 2018 the City of Bloomington is drafting a LEP Plan. When completed, the BHRA will review and adopt the plan if appropriate.)**

#### **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 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 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, but not limited to, someone 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.
3. HRA staff will take reasonable steps to provide the opportunity for meaningful access to LEP clients who have difficulty communicating in English. The HRA will utilize a "Request for Interpreter" form, and will include the form in voucher briefing packets and other correspondence, including, re-exam and termination letters. 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 application 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. 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. Qualified Interpreters**

When necessary to provide meaningful access for LEP clients the HRA will provide qualified interpreters, at the HRA's expense. 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 qualified 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.

Qualified interpreters shall be used at the following:

- 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. If the family objects to the interpreter provided by the HRA (i.e.: conflict of interest, the interpreter is known to the family) the HRA will arrange for a different interpreter to be present.

## **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, typically as part of the annual Agency Plan preparation. The review may 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.

- 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:  
<https://www.bloomingtonmn.gov/hra-agency-plan-and-policies>
- Explained in orientation and training sessions for supervisors and other staff who need to communicate with LEP clients.

## APPENDIX H

### HOUSING AND REDEVELOPMENT AUTHORITY in and for the City of Bloomington

#### PROJECT-BASED VOUCHER ASSISTANCE GUIDELINES [24 CFR PART 983]

#### INTRODUCTION

The Bloomington Housing and Redevelopment Authority (HRA) Project Based Voucher (PBV) program is a HUD Section 8 housing subsidy program that ties rental assistance directly to a specific unit or project. Eligible families receive rental assistance by agreeing to live in existing, newly constructed or rehabilitated units, and continue to receive assistance as long as they reside in the specific project-based dwelling unit.

Funding for PBV comes from a housing agency's existing Section 8 funding allocation. Program regulations permit a housing agency to project base up to twenty (20) percent of their current Section 8 tenant-based assistance programs. The HRA may reduce the number of PBA units on their sole discretion. Except as otherwise expressly modified or excluded by 24 CFR part 983, provisions of 24 CFR part 982 apply to the PBA program.

Note that the operation of the PBV program is subject to the Violence Against Women Act (VAWA). See Appendix E for more information. In addition, both the HRA and the project-owner/agent must reasonably accommodate people with disabilities in the operation of the PBV program. See Appendix I for additional reasonable accommodation information.

#### **A. PROGRAM GOALS**

- Contribute to the expansion and long-term viability of the area's affordable housing stock.
- Increase the supply of existing affordable housing for households with incomes less than 50% of the area median income (or 80% of area median income if a continuously assisted family).
- Increase the supply of affordable three (or more) bedroom units that are available to serve larger low-income families in low poverty areas.
- Expand economic opportunities to low income families.
- Encourage economic integration in housing development.

- Promote partnerships between public or non-profit agencies and organizations to provide affordable housing in proximity to community amenities and services.

## **B. GENERAL CRITERIA FOR PARTICIPATION**

- Qualifying developments must be existing units that require a maximum expenditure of less than \$1,000 per assisted unit to comply with HUD Housing Quality Standards (HQS).
- Qualifying developments must be located in the City of Bloomington and may be privately or publicly owned. The Bloomington HRA is an eligible owner/participant in the PBV program.
- Current residents of proposed PBV units must have incomes of less than 50% of the area median income to remain in a PBV assisted unit, unless they are continuously assisted families, who then must have income of less than 80% of the area median.
- New residents or vacancies in PBV assisted units must be filled by eligible families currently on the Bloomington HRA's Section 8 Waiting List. For HRA-owned PBV units, eligible families will be selected from a separate waiting list established for those units. The Bloomington HRA will make available units to its waiting list applicants within thirty (30) days of receiving the owner's notification of vacancy. Owners may establish tenant screening and selection procedures provided they are consistent with the PBV program criteria and are enforced uniformly.
- Owners of qualifying developments will be required to enter into a *Housing Assistance Payments Contract* with the Bloomington HRA for a period of not less than one year and not more than fifteen years. The term of contract offered for new PBV units will be announced in the request for proposals. The HRA retains authority to determine if a PBV contract shall be renewed and/or for what term.
- Qualifying developments must not have initiated construction or rehabilitation activities before executing an *Agreement to Enter into a Housing Assistance Contract*.
- The HRA shall determine the rent to owner in accordance with federal regulations for PBV. In brief, qualifying developments will have rents that do not exceed 110 % of the Fair Market Rents established by the Department of HUD for the City of Bloomington, less any applicable utility allowance. Rent amounts for tax credit properties will be the tax credit rent minus the utility allowance. The rent to owner must also be rent reasonable and not in excess of the amount requested by the owner.

## **C. APPLICATION PROCEDURES**

Bloomington HRA will advertise the availability of the PBV program, inviting interested parties to make application. Applications will only be selected from respondents to the published advertisements.



The HRA will provide an application form and instructions to be provided to applicants. The scoring criteria/method will also be provided to applicants.

After receipt of the completed PBV applications, Bloomington HRA will establish a PBV Review Panel to conduct a review of the proposals and rank them in accordance with the established Bloomington HRA Selection Policies and their apparent adherence to applicable HUD regulations. Bloomington HRA may forward applications to HUD for review and approval of certain compliance issues. The panel will include at least one member who is not a HRA staff member.

Upon final ranking of the applications, the panel will, within forty-five (45) days, make a recommendation to the HRA Board of Commissioners for formal approval to provide Project Based Assistance to the selected developments. The HRA will conduct a public hearing to consider all comments prior to awarding approval to any PBV project.

#### **D. PROGRAM OPERATION**

##### Housing Assistance Payments Contract

The HRA must enter into a HAP contract with the owner before PBV assistance is provided. The initial HAP contract term may not be less than one year or more than fifteen years and will be in the form required by HUD. The HRA has the sole discretion to determine the HAP contract term.

At any time before the HAP contract expires, the HRA may agree to extend a HAP contract for an additional term of up to 15 years. The effective date of the HAP contract may not be earlier than the date of the HRA inspection and acceptance of the unit. After commencement of the HAP contract term, the HRA must make monthly housing assistance payments for each unit occupied under lease by a family.

#### **Responsibilities of the HRA**

The HRA must:

- Brief family in accordance with HUD regulations);
- Ensure that the amount of assistance attached to units is within the amounts available under the ACC; and
- Approve contract rent adjustments, perform HQS inspections, and make rent reasonableness determinations.
- The HRA must provide to the owner the family's current and prior addresses as shown in HRA records. This will include the name and address of the landlord at

those addresses. This information will not be provided if restricted by the VAWA. (See Appendix E).

- Provide the owner other family information in their HRA file, upon authorization of the family.

### **Responsibilities of the Owner**

The owner is responsible for:

- Performing all of the owner responsibilities under the Agreement and the HAP contract.
- Providing the HRA with a copy of any termination of tenancy notification.
- Offering vacant, accessible units to a family with one or more members with a disability requiring accessibility features of the vacant unit an already occupying an assisted unit not having such features.
- To provide not less than one-year written notice to tenants and HUD of expiration or termination of the contract.
- Use a lease that is in compliance with state and local laws.
- Screening of families on the basis of their tenancy histories. An owner may consider a family's background with respect to such factors as:
  - Payment of rent and utility bills;
  - Caring for a unit and premises;
  - Respecting the rights of other residents to the peaceful enjoyment of the their housing;
  - Drug-related criminal activity or other criminal activity that is a threat to the health, safety, or property of others;
  - Compliance with other essential conditions of tenancy.

### **Family Participation**

A family becomes a participant when the family and owner execute a lease for a unit with project-based assistance.

The HRA will use the tenant-based waiting list for admission to the PBV program, unless the units are converted from the HRA's Public Housing Program. For converted units, the HRA will select PBV from the Public Housing waiting lists that existed at the time of the conversion. When the Public Housing lists are exhausted, the HRA will establish a separate waiting list for the HRA-owned PBV units.

Participants must be selected from the HRA waiting list in accordance with the admission policies section of HRA Administrative Plan.

Before an HRA elects to assign assistance to a specific unit, the HRA must determine whether the unit is occupied by an eligible family.

### **Income Limits for Admission**

An eligible applicant must be a “family” whose annual income does not exceed that applicable income limit as set by HUD. Current residents of proposed PBV units must have incomes of less than 50% of the area median income to remain in a PBV assisted unit, unless they are continuously assisted families, who then must have income of less than 80% of the area median.

### **Income Targeting**

The HRA will admit to the project-based voucher program subject to the statutory income targeting requirements as the tenant-based program. In any fiscal year, at least 75% of the families admitted to a HRA’s voucher program must be families whose annual income does not exceed 30% of the median income for the area as determined by HUD.

The HRA or owner may not select a family for admission out of order on the waiting list for purposes of selecting a relatively higher income family for admission.

See Section II of the Section 8 Administrative Plan for more detailed information on preferences and eligibility.

### **Filling Vacant Units**

When the owner notifies the HRA of vacancies in the units to which assistance is attached, the HRA will refer to the owner one or more families of the appropriate size on its waiting list.

A family that refuses the offer of a unit assisted under CFR 24 part 983 keeps its place on the waiting list.

The owner may only rent vacant units to eligible families referred by the HRA from its waiting list. The HRA must determine eligibility for participation in accordance with HUD requirements. If the HRA does not refer a sufficient number of interested applicants on the HRA waiting list to the owner within 30 days of the owner’s notification to the HA of a vacancy, the owner may advertise for or solicit applications from eligible very-low income families. The owner must refer these families to the HRA to determine eligibility.

The owner is responsible for screening and selection of tenants. The owner must adopt written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families. An owner must promptly notify in writing any rejected applicant of the grounds for any rejection and their right to request an informal review of their application.

### **Briefing of Families**

When the family is selected to occupy a project-based unit, the HRA must provide the family with information concerning the tenant rent, any applicable utility allowance and a copy of the HUD-prescribed lead-based paint brochure.

The family must also attend a briefing session and be provided with a full explanation of the following:

- Family and owner responsibilities under the lease and HAP contract.
- Information on Federal, State and Local equal opportunity laws.
- The fact that the subsidy is tied to the unit and that if the family moves from the unit after 12 months, they will be offered tenant based rent assistance, if the HRA has a Voucher available at the time of the move.
- The family's options under the program, if the family is required to move because of a change in family size or composition.
- Information on the HRA's procedures for conducting informal hearings for participants, including a description of the circumstances in which the HRA is required to provide the opportunity for an informal hearing in Appendix D.

### **Continued Assistance for a Family when the HAP Contract is Terminated**

If the HAP contract for the unit expires or if the HRA terminates the HAP contract for the unit, the HRA must issue the assisted family, in occupancy of a unit, tenant-based assistance, unless the HA does not have sufficient funding for continued assistance for the family.

The HRA does not have to issue the family tenant-based assistance if the family is being denied or terminated because of the family's violation of family obligations.

If the unit is not occupied by an assisted family, then the available funds under the ACC that were previously committed for support of the project-based assistance for the unit must be used for the HRA's tenant-based assistance program.

### **Amount of Rent Payable by Family to Owner**

The amount of rent payable by the family to the owner must be the Tenant Rent.

## **Lease Requirements**

The lease between the family and the owner must be in accordance with HUD regulations and requirements and include all provisions required by HUD and not include any provisions prohibited by HUD.

The owner may not require security deposits for PBV units that are in excess of private market practice or amounts charged to unassisted tenants.

When offering an accessible unit to an applicant not having disabilities, the owner may:

- Require the applicant to agree to move to a non-accessible unit when one becomes available; and
- Incorporate the agreement into the lease.

## **Maintenance, Operation and Inspections**

The owner must provide all the services, maintenance and utilities as agreed under the HAP contract.

- Housing assistance payments are subject to abatement or other applicable remedies if the owner fails to meet these obligations.

The HRA must inspect each dwelling unit under HAP contract at least annually and as necessary to assure that the owner is meeting obligations to maintain the unit in decent, safe and sanitary condition and to provide the agreed upon utilities and other services.

If the PBV unit is owned by the HRA, an outside entity approved by HUD will perform the initial and annual HQS inspections.

Refer to Section IV, C. of the Section 8 Administrative Plan for details of the Housing Quality Standards and Inspections.

## **Overcrowded and Under-occupied Units**

If the HA determines that a contract unit is not decent, safe and sanitary because of an increase in family size that causes the unit to be overcrowded based on the HRA's subsidy standards; or if a family's household size decreased so it no longer qualifies for the size unit it occupies per the HRA's occupancy standards:

- The HRA must offer the family a suitable alternative unit if one is available, and
- The family shall be required to move.

If the HRA does not have a suitable unit available within the family's ability to pay, the HRA must offer Section 8 assistance to the family, if it has sufficient funding.

The HRA must otherwise assist the family in locating other standard housing in the HRA's jurisdiction and within the family's ability to pay. The HRA must require the family to move to such a unit as soon as possible.

The family must not be forced to move and the HRA may not terminate the HAP contract for reasons stated above, unless the family rejects, without good reason, the offer of a unit that the HRA judges to be acceptable

### **Term of a Lease**

The term of a lease, including a new lease or a lease amendment, executed by the owner and the family must be for at least one year. The term may be less than one year if the remaining term of the HAP contract is less than one year.

The family must notify the HRA and the owner in accordance with the lease before the family moves out of the unit. The lease may contain a provision permitting the family to terminate the lease on not more than 60 days advance written notice to the owner.

- In the case of a lease term being more than one year, the lease must contain a provision permitting the family to terminate the lease on such notice after the first year of term.

The owner may offer the family a new lease for a term beginning at any time after the first year of the term of the lease.

The owner must give the family a written notice of the offer at least sixty (60) days before the proposed commencement date of the new lease term. The offer may specify a reasonable time for acceptance by the family. Failure by the family to accept the offer of a new lease in accordance with this paragraph shall be "other good cause" for termination of tenancy.

### **Informal Review or Hearing**

For the PBV program the applicable sections of informal reviews for applicants and informal hearings for participants are the same as for the Section 8 tenant-based programs. Refer to Appendix D of the Section 8 Administrative Plan.

### **Rent and Housing Assistance Payments**

For the following components of the PBV program, the same rules of the Section 8 tenant-based program apply:

- Determination of the FMR/exception rent limit
- Determination of family income and composition
- Regular and interim examinations
- Utility allowance schedule

Refer to the appropriate section of the Section 8 Administrative Plan for detail.

### **Limits on Initial Rent to Owner**

The initial rent to owner for a unit may not exceed the reasonable rent as determined by the HRA. The initial must be in compliance with additional HUD regulations, including not exceeding the lowest of 110% of the published FMR, the reasonable rent or the rent amount requested by the owner.

### **Approval of Initial Rent**

The HRA approves the initial rent to owners for PBV units that are not HUD-insured or HA-owned.

For HRA-owned PBV units or financed with a HUD insured multifamily mortgage, the initial rents must be approved by HUD.

### **Amount of Annual Adjustment**

The adjusted rent must not exceed the lowest of:

- An amount not to exceed the 110% of the FMR;
- The reasonable rent; or.
- The rent requested by the owner.

### **Reasonable Rent**

The HRA may not enter an agreement to enter into housing assistance payments contract until the HRA determines that the initial rent to owner under the HAP contract is a reasonable rent. During the term of a HAP contract, the rent to owner may not exceed the reasonable rent as determined by the HRA. The HRA must determine whether the rent to owner is a reasonable rent in comparison to rent for other comparable unassisted units.

To make this determination, the HRA must consider:

- The location, quality, size, unit type and age of the contract unit.
- Any amenities, housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

By accepting each monthly housing assistance payment from the HA, the owner certifies that the rent to owner is not more than rent charged by the owner for comparable unassisted units in the premises.

For HRA-owned units, an outside entity approved by HUD will make all initial and annual rent adjustment rent reasonableness determinations.

### **Other Subsidies**

The HA may reduce the initial rent to owner because of other governmental subsidies, including tax credit or tax exemption, grants to other subsidized financing.

For provisions prohibiting PBA to units in certain types of subsidized housing, see CFR 983.7(c).

### **Housing Assistance Payment**

The monthly housing assistance payment equals the gross rent minus the higher of:

- The total tenant payment
- The minimum rent as required by law

### **Family Share**

The family share is calculated by subtracting the amount of the housing assistance payment from the gross rent.



## APPENDIX I

### HOUSING AND REDEVELOPMENT AUTHORITY in and for the City of Bloomington

#### FAIR HOUSING POLICY

It is the policy of the Bloomington Housing and Redevelopment Authority (BHRA) to comply fully with all Federal and State nondiscrimination laws; the Americans with Disabilities Act; and the US Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity.

No person shall, on the grounds of race, color, sex, religion, national origin, familial status, disability, creed, real or perceived sexual or affectional orientation, gender identity, marital status, or receipt of public assistance, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under BHRA housing programs.

To further its commitment to full compliance with applicable Fair Housing laws, the BHRA will provide Federal/State/local information to applicants for and participants in the Housing Choice Voucher (HCV) Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. Such information will be made available with their initial and annual recertification applications. The information and resources on how to file a fair housing complaint include:

- HUD's National Fair Housing Complaint Hotline: 1-800-669-9777. Persons with hearing or speech impairments may access this number via TTY at 1-800-927-9275. Website: [www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/online-complaint](http://www.hud.gov/program_offices/fair_housing_equal_opp/online-complaint)
- HUD's Chicago Regional Fair Housing Office: 1-800-765-9372. Persons with hearing or speech impairments may access this number via TTY by calling 1-312-353-7143. Website: [www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/online-complaint](http://www.hud.gov/program_offices/fair_housing_equal_opp/online-complaint)
- The Minnesota Department of Human Rights: 1-800-657-3704. Persons with hearing or speech impairments may access this number via TTY by calling 651-2696-1283. Website: [www.mn.gov/mdhr/intake/](http://www.mn.gov/mdhr/intake/)
- Mid-Minnesota Legal - Minneapolis: 1-612-334-5970. TTD: 612-332-4668. Website: [www.mylegalaid.org/get-help/](http://www.mylegalaid.org/get-help/)
- HomeLine: 612-728-5767. Website: [www.homelinemn.org](http://www.homelinemn.org)

The BHRA will assist any family that believes they have suffered illegal discrimination by providing them copies of the HUD housing discrimination form and the resource information as noted above. The BHRA will also assist them in completing the form, if requested, and will provide them with the address and contact information of the nearest HUD Office of Fair Housing and Equal Opportunity.

The BHRA is a stakeholder member of the Fair Housing Implementation Council (FHIC) established in July 2002 to affirmatively further fair housing through efforts to promote fair housing rights and fair housing choice. The FHIC members include the CDBG entitlement jurisdictions in the surrounding seven county metropolitan area which are required to complete an Analysis of Impediments to Fair Housing Choice. The City of Bloomington is an entitlement jurisdiction.

To date the FHIC has worked on issues related to tenant screening, accessible housing, limited English proficiency, fair housing testing, fair housing enforcement, rental application fees, predatory lending, information and outreach. The FHIC will continue to pursue goals created as a result of the impediments identified in the jurisdiction's most recent Analysis of Impediments (AI).

To work toward addressing the identified impediments the BHRA has responded by:

- 1) Adopting a Limited English Proficiency (LEP) plan.
- 2) Providing interpretation services to non-English speaking applicants and participants. Interpretation services are provided free of charge to all program participants.
- 3) The BHRA supports financially the work of the HousingLink, a private nonprofit organization offering a metro-wide clearinghouse which includes a listing of private market affordable vacancies updated weekly, an online housing directory and search tool to assist in identifying vacancies, an online inventory of all assisted housing including all units with handicap accessibility features.
- 4) The BHRA has developed policies, procedures and forms to assist applicants and participants of the Section 8 program of their rights to request reasonable accommodations.
- 5) BHRA staff is trained to provide referrals to resources within the BHRA or in the city and community, to assist persons with disabilities with accessibility problems or other issues related to their disability or to gain access to supportive services.
- 6) The BHRA sponsors Fair Housing trainings to owners of rental properties within the City. Typically offered on an annual basis, these trainings are presented through the HRA's landlord collaborative, which meets multiple times per year.

The BHRA's employment and business practices provide equal opportunity in all areas of employment and programs. The BHRA will monitor activity to promote its efforts to provide fair housing for all programs by reviewing/revising policy and procedure

annually and reviewing any identified impediments. This analysis includes reports and data available to the BHRA from its computer data base, staff analysis and other available means.

## **A P P E N D I X J**

### **HOUSING AND REDEVELOPMENT AUTHORITY in and for the City of Bloomington**

#### **REASONABLE ACCOMMODATION POLICY**

##### **I. OVERVIEW**

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

This policy is incorporated into and made a part of the BHRA's Housing Choice Voucher (Section 8) program's Administrative Plan.

##### **II. NON-DISCRIMINATION**

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

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

It is the BHRA's policy to fully comply with all applicable federal, state and local laws and ordinances, including the United States Housing Act of 1937, as amended, Rehabilitation Act of 1973, § 504 (29 U.S.C. § 794), Americans with Disabilities Act, 42 U.S.C. § 2101, ADA Amendments Act (ADAAA) Pub. L. No. 110-325, section 2(b)(1), 122 Stat. 3553 (2008) (codified at 42 U.S.C. section 12101 et seq.), Fair Housing Act, 42 U.S.C. § 3601, and the Minnesota Human Rights Act, Minn. Stat. § 363.

##### **III. DEFINITIONS**

**A. A Person With A Disability Is One Who:**

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

Specifically excluded from the definition of a disability are any exclusions enumerated in any applicable federal, state or local laws or ordinance, including the laws cited in Section II.

**B. Major Life Activity:**

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

**C. Mental Impairment:**

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

**D. Physical Impairment:**

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

**E. A Qualified Person With A Disability:**

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

**F. Essential Eligibility Requirements:**

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

**G. Reasonable Accommodation:**

Reasonable accommodation includes an exception to the BHRA's rules, policies or procedures and physical modifications to units owned by the BHRA. In general, the BHRA will accept the judgment of the person with the disability that an accommodation is needed. However, the BHRA has the option to require the person with a disability to show the need for an accommodation.

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

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

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

**H. Exclusions:**

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

**IV. COMMUNICATION**

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

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

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

**V. REASONABLE ACCOMMODATION REQUEST PROCESS**

An applicant or participant is not required to talk about a disability but may be asked to verify a disability if the applicant or participant asks for a reasonable accommodation. The BHRA shall not assume that a person has a disability. The applicant may make a request for a reasonable accommodation at any time to BHRA staff. The BHRA may require that the request for an accommodation be made on its form created for such a request. The BHRA will review the request and may require additional information to make a decision to approve or deny the request. The BHRA will inform the applicant or participant if the request was approved or the reason(s) that the request was denied.

The HRA is not permitted to inquire about the nature or extent of a person's disability. The HRA will not inquire about a person's diagnosis or details of treatment for a disability or medical condition. Medical or chemical records will not be sought, accepted or retained in the participant or tenant file. In the event the HRA receives confidential information about a diagnosis or treatment, or the extent of a disability, the HRA will destroy the information.

**XII. PROGRAM ACCESSIBILITY**

The BHRA will make reasonable accommodations for qualified persons with disabilities to have access and use its programs provided that the accommodation does not create an undue financial and administrative burden or fundamentally alter the nature of the program.

**XIII. HOUSING CHOICE VOUCHERS**

When issuing a housing voucher to a family, the BHRA shall include an informational sheet on how a reasonable accommodation may be requested by families that include a member who is disabled.

For participants, the BHRA will include an informational sheet on how to request a reasonable accommodation with annual the re-certification application sent to every participant each year.

The BHRA will also include the informational sheet on how to request a reasonable accommodation at these events:

- With the appointment letter when coming off the waiting list

- With any denial letters sent to applicants
- With the briefing packet when issued a voucher
- With any Voucher expiration letter
- With annual re-certification appointment letters
- With any termination warning letter
- With any termination letter that includes a right to a hearing

The BHRA may approve an exception Payment Standard (up to 120% of the fair market rent) for a Housing Choice Voucher holder as a reasonable accommodation.

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

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

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

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

A disabled person is required to provide verification or documentation of the disability and the need for the accommodation. Without such documentation, the BHRA need not offer an accommodation.