

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

BENSON, MN HRA
mn014v02
Small PHA Plan Update
Annual Plan for Fiscal Year: 2001

**NOTE: THIS PHA PLANS TEMPLATE (HUD 50075) IS TO BE COMPLETED IN
ACCORDANCE WITH INSTRUCTIONS LOCATED IN APPLICABLE PIH NOTICES**

PHA Plan Agency Identification

PHA Name: Housing and Redevelopment Authority of Benson, MN

PHA Number: MN014

PHA Fiscal Year Beginning: (mm/yyyy) (04/2001)

PHA Plan Contact Information:

Name: Jan Rohne, Executive Director, Benson HRA, 300 13th Street N., Benson, MN

Phone: 320-842-8481

TDD: TDD/voice 1-800-627-3529

Email (if available): pvm7@willmar.com

Public Access to Information

**Information regarding any activities outlined in this plan can be obtained by contacting:
(select all that apply)**

- Main administrative office of the PHA
- PHA development management offices

Display Locations For PHA Plans and Supporting Documents

The PHA Plans (including attachments) are available for public inspection at: (select all that apply)

- Main administrative office of the PHA, 300 13TH ST. N., BENSON, MN
- PHA development management offices
- Main administrative office of the local, county or State government CITY HALL
- Public library
- PHA website
- Other (list below) PARK VIEW MANOR
WESTWOOD MANOR

PHA Plan Supporting Documents are available for inspection at: (select all that apply)

- Main business office of the PHA
- PHA development management offices
- Other (list below)

PHA Programs Administered:

- Public Housing and Section 8 Section 8 Only Public Housing Only

**Annual PHA Plan
Fiscal Year 2001**

[24 CFR Part 903.7]

i. Table of Contents

Provide a table of contents for the Plan, including attachments, and a list of supporting documents available for public inspection. For Attachments, indicate which attachments are provided by selecting all that apply. Provide the attachment's name (A, B, etc.) in the space to the left of the name of the attachment. If the attachment is provided as a **SEPARATE** file submission from the PHA Plans file, provide the file name in parentheses in the space to the right of the title.

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X <input type="checkbox"/> Other ATTACHMENT F CHAS TABLE(List below, providing each attachment name) ADMISSION & CONTINUED OCCUPANCY POLICY & GRIEVANCE PROCEDURE mn014v02a01; PUBLIC HOUSING LEASE mn014v02b01	

ii. Executive Summary

[24 CFR Part 903.7 9 (r)]

At PHA option, provide a brief overview of the information in the Annual Plan

It is the mission of the Benson HRA to ensure that healthy, safe, affordable, and adequately maintained housing free from discrimination is available for the residents of the Benson Community. In order to achieve this we continue to recognize the residents as our customer; seek problem solving partnerships with the residents, community, and government leadership; review and update policies on a regular basis and ensure policies are enforced; act as an agent for positive necessary change, and remain committed to improve housing for the citizens of the City of Benson, while efficiently applying limited resources. The City of Benson and surrounding area has a proportionately large elderly population. In order to help satisfy the needs of the elderly, the Benson HRA has been and continues to provide housing with an elderly preference and also provide services to the elderly. We provide the only seven day a week, twenty four hour per day assisted living services in Benson. We also provide noon meals, hair care facilities, and social activities enabling the low income seniors in this community to age in place. There is a very active Resident's Council in both buildings, which on a voluntary basis provide the social activities in the buildings. We have exercise programs, catered dinner parties, cards, bingo, pancake breakfasts, klub dinners, flower gardens, fire drills and other activities organized by the residents. They also volunteer to assist with the noon meals, which are supplied by Prairie V Community Action. The average age of our residents is 81. We also have a Resident HRA Board member, which has been a positive experience for both the residents and the HRA Board of Commissioners. He was appointed to fill a five year term, and will be eligible to serve two such terms. The HRA is continually working toward meeting the goal that states: 40% of admissions each year must be at or below 30% of median income. We give first priority to the very low income. The Benson HRA is also continually striving to achieve the High performer status. The capital improvement funds are a necessity in order for us to achieve this goal. The Benson HRA Board's first priority with capital improvement funds is to address the fire and safety issues which are noted in the Program 5 Year Action Plan. We continue to move on with our vision for the future by keeping our focus on our customer, and providing decent, safe, and fair housing for the citizens of this community, within the constraint of our funding levels.

1. Summary of Policy or Program Changes for the Upcoming Year

In this section, briefly describe changes in policies or programs discussed in last year's PHA Plan that are not covered in other sections of this Update.

There are no Program changes planned for the coming year.

The following Policy changes were made: changes to Benson HRA Grievance Procedure 21.0 section 4.5 ESCROW DEPOSIT now has two paragraphs – this is second paragraph - If a grievance concerns the denial of a financial hardship exemption from the minimum rent requirement of the effect of welfare benefit reductions in the calculation of family income, the requirement for an escrow deposit is waived. CHANGES TO BENSON HRA LEASE *pages 5 & 6,9. INTERIM RENT ADJUSTMENTS add this last paragraph to the section on page 6 – If the Resident receives a letter or notice from HUD concerning the amount or verification of family income the communication shall be brought to the Benson HRA Office within thirty (30) calender days. *page 7. Defects Hazardous to Life, Health, or Safety section a. The Resident shall immediately notify the HRA; * page 8, 15. SIZE OF DWELLING:reasonable period of time to move. This time shall not exceed sixty (60) days.... * page 11, 22. delete third paragraph and insert new paragraph When the Housing Authority is required to afford the Resident the opportunity for a hearing in accordance with the authority’s grievance procedure for a grievance concerning the Lease termination, the tenancy shall not terminate (even if any notice to vacate under State or local law has expired) until the time for the Resident to request a grievance hearing has expired, and (if a hearing was timely requested by the Resident) the grievance process has been completed. CHANGES TO BENSON HRA PET POLICY - Note new Pet Policy format. Section 18.11 note changes on Lease Violations regarding pets and changed the number of days from seven to ten (10) days of written notice from PHA. *Only one pet is allowed per apartment, dog, cat, or one or a pair of birds in one cage and the Security Deposit for a Pet is \$300. CHANGES TO BENSON HRA ADMISSION & OCCUPANCY POLICY - Security Deposit for an apartment is \$300, Ceiling rent effective January 1, 2001 is \$328. Flat Rent will remain – PVM single apt. \$340; PVM couple apt. \$352; WWM flat rent \$365

2. Capital Improvement Needs

[24 CFR Part 903.7 9 (g)]

Exemptions: Section 8 only PHAs are not required to complete this component.

A. X Yes No: Is the PHA eligible to participate in the CFP in the fiscal year covered by this PHA Plan?

B. What is the amount of the PHA’s estimated or actual (if known) Capital Fund Program grant for the upcoming year? \$ \$148,500 (ESTIMATE)

C. Yes No Does the PHA plan to participate in the Capital Fund Program in the upcoming year? If yes, complete the rest of Component 7. If no, skip to next component.

D. Capital Fund Program Grant Submissions

(1) Capital Fund Program 5-Year Action Plan

The Capital Fund Program 5-Year Action Plan is provided as Attachment C

(2) Capital Fund Program Annual Statement

The Capital Fund Program Annual Statement is provided as Attachment B

3. Demolition and Disposition

[24 CFR Part 903.7 9 (h)]

Applicability: Section 8 only PHAs are not required to complete this section.

1. Yes No: Does the PHA plan to conduct any demolition or disposition activities (pursuant to section 18 of the U.S. Housing Act of 1937 (42 U.S.C. 1437p)) in the plan Fiscal Year? (If “No”, skip to next component ; if “yes”, complete one activity description for each development.)

2. Activity Description N/A

Demolition/Disposition Activity Description (Not including Activities Associated with HOPE VI or Conversion Activities)
1a. Development name: 1b. Development (project) number:
2. Activity type: Demolition <input type="checkbox"/> Disposition <input type="checkbox"/>
3. Application status (select one) Approved <input type="checkbox"/> Submitted, pending approval <input type="checkbox"/> Planned application <input type="checkbox"/>
4. Date application approved, submitted, or planned for submission: <u>(DD/MM/YY)</u>
5. Number of units affected: 6. Coverage of action (select one) <input type="checkbox"/> Part of the development

<input type="checkbox"/> Total development
7. Relocation resources (select all that apply) <input type="checkbox"/> Section 8 for units <input type="checkbox"/> Public housing for units <input type="checkbox"/> Preference for admission to other public housing or section 8 <input type="checkbox"/> Other housing for units (describe below)
8. Timeline for activity: a. Actual or projected start date of activity: b. Actual or projected start date of relocation activities: c. Projected end date of activity:

4. Voucher Homeownership Program N/A

[24 CFR Part 903.7 9 (k)]

A. Yes X No: Does the PHA plan to administer a Section 8 Homeownership program pursuant to Section 8(y) of the U.S.H.A. of 1937, as implemented by 24 CFR part 982 ? (If “No”, skip to next component; if “yes”, describe each program using the table below (copy and complete questions for each program identified.)

B. Capacity of the PHA to Administer a Section 8 Homeownership Program N/A

The PHA has demonstrated its capacity to administer the program by (select all that apply):

- Establishing a minimum homeowner downpayment requirement of at least 3 percent and requiring that at least 1 percent of the downpayment comes from the family’s resources
- Requiring that financing for purchase of a home under its section 8 homeownership will be provided, insured or guaranteed by the state or Federal government; comply with secondary mortgage market underwriting requirements; or comply with generally accepted private sector underwriting standards
- Demonstrating that it has or will acquire other relevant experience (list PHA experience, or any other organization to be involved and its experience, below):

5. Safety and Crime Prevention: PHDEP Plan N/A

[24 CFR Part 903.7 (m)]

Exemptions Section 8 Only PHAs may skip to the next component PHAs eligible for PHDEP funds must provide a PHDEP Plan meeting specified requirements prior to receipt of PHDEP funds.

A. Yes X No: Is the PHA eligible to participate in the PHDEP in the fiscal year covered by this PHA Plan?

B. What is the amount of the PHA’s estimated or actual (if known) PHDEP grant for the upcoming year? \$ N/A

C. Yes No Does the PHA plan to participate in the PHDEP in the upcoming year? If yes, answer question D. If no, skip to next component.

D. Yes No: The PHDEP Plan is attached at Attachment _____

6. Other Information

[24 CFR Part 903.7 9 (r)]

A. Resident Advisory Board (RAB) Recommendations and PHA Response

1. Yes No: Did the PHA receive any comments on the PHA Plan from the Resident Advisory Board/s? THEY SUGGESTED CAPITAL EXPENDITURES THEY WOULD LIKE TO SEE INCLUDED IN FUTURE 5 YEAR PLANS.

2. If yes, the comments are PARK VIEW MANOR: INSTALL EXHAUST FANS IN BATHROOMS, INSTALL LIGHTS OVER TABLES IN LARGER APARTMENTS, EXPAND THE COMMUNITY SPACE TO INCLUDE LOCKERS, BEAUTY SHOP (REGULATION SIZE), COAT THE BALCONY FLOORS, BUILD GARAGES. WESTWOOD MANOR: REPLACE WINDOWS – THEY LEAK AIR, INSTALL AN AIR CONDITIONER IN LAUNDRY ROOM, CHANGE OUT SOME OF THE SHOWER FAUCETS, CHECK ON ELEVATOR – REPLACE?, BUILDING GARAGES.

3. In what manner did the PHA address those comments? (select all that apply)
 The PHA changed portions of the PHA Plan in response to comments
A list of these changes is included
 Yes No: below or
 Yes No: at the end of the RAB Comments in Attachment _____.
 Considered comments, but determined that no changes to the PHA Plan were necessary. An explanation of the PHA’s consideration : THE ELEVATOR WILL BE EVALUATED BY AN INDEPENDENT INSPECTOR, THIS WAS LAST DONE ABOUT 5 YRS AGO AND IT WAS IN EXCELLENT CONDITION AT THAT TIME; THE REST OF THE ITEMS WILL BE INCLUDED AS WE CONTINUE ON WITH THE 5 YEAR PLANS, THESE ARE ALL IMPORTANT ITEMS, BUT THE FIRST PRIORITY AT THIS TIME IS TO TAKE CARE OF FIRE AND SAFETY NEEDS FOR THE RESIDENTS WITHIN THE BUILDINGS
 Other: (list below)

B. Statement of Consistency with the Consolidated Plan

For each applicable Consolidated Plan, make the following statement (copy questions as many times as necessary).

1. Consolidated Plan jurisdiction: (provide name here)Comprehensive Housing Affordability Strategy (CHAS) dataset 1990 CHAS Table 1C – All Households– This information is county -

wide, Benson is a city with a pop. Of 3300 in Swift County, no data available which is limited to the city of Benson.

2. The PHA has taken the following steps to ensure consistency of this PHA Plan with the Consolidated Plan for the jurisdiction: (select all that apply)

- The PHA has based its statement of needs of families in the jurisdiction on the needs expressed in the Consolidated Plan/s.
- The PHA has participated in any consultation process organized and offered by the Consolidated Plan agency in the development of the Consolidated Plan.
- The PHA has consulted with the Consolidated Plan agency during the development of this PHA Plan.
- Activities to be undertaken by the PHA in the coming year are consistent with specific initiatives contained in the Consolidated Plan. (list such initiatives below)
- Other WE HAVE ON FILE A LETTER FROM THE STATE OF MN WHICH SAID THE PLAN WAS CONSISTANT WITH THE LATEST (CHAS) DATASET.

3. PHA Requests for support from the Consolidated Plan Agency

- Yes No: Does the PHA request financial or other support from the State or local government agency in order to meet the needs of its public housing residents or inventory? If yes, please list the 5 most important requests below:

4. The Consolidated Plan of the jurisdiction supports the PHA Plan with the following actions and commitments: (describe below)

Note last years plan was certified by the State of Minnesota

C. Criteria for Substantial Deviation and Significant Amendments FOR ALL ANNUAL PLANS FOLLOWING SUBMISSION OF THE FIRST ANNUAL PLAN THE BENSON HRA WILL INCLUDE A BRIEF STATEMENT OF THE BENSON HRA’S PROGRESS IN MEETING THE MISSION AND GOALS DESCRIBED IN THE 5-YEAR PLAN IF THERE EXISTS A SUBSTANTIAL DEVIATION FROM ITS 5-YEAR PLAN. ‘

There are none

1. Amendment and Deviation Definitions : THIS IS DEFINED BY THE BENSON HRA TO MEAN DISCRETIONARY CHANGES IN THE PLANS OR POLICIES OF THE BENSON HOUSING AUTHORITY THAT FUNDAMENTALLY CHANGES THE MISSION, GOALS, OBJECTIVES, OR PLANS OF THE BENSON HRA AND THIS ALSO REQUIRES FORMAL APPROVAL OF THE BOARD OF COMMISSIONERS.

24 CFR Part 903.7(r)

PHAs are required to define and adopt their own standards of substantial deviation from the 5-year Plan and Significant Amendment to the Annual Plan. The definition of significant amendment is important because it defines when the PHA will subject a change to the policies or activities described in the Annual Plan to full public hearing and HUD review before implementation.

A. Substantial Deviation from the 5-year Plan:

THERE ARE NO DEVIATIONS FROM THE 5-YEAR PLAN

B. Significant Amendment or Modification to the Annual Plan:

THERE ARE NONE.

Attachment A
Supporting Documents Available for Review

PHAs are to indicate which documents are available for public review by placing a mark in the “Applicable & On Display” column in the appropriate rows. All listed documents must be on display if applicable to the program activities conducted by the PHA.

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
X	PHA Plan Certifications of Compliance with the PHA Plans and Related Regulations	5 Year and Annual Plans
N/A	State/Local Government Certification of Consistency with the Consolidated Plan (not required for this update)	5 Year and Annual Plans
X	Fair Housing Documentation Supporting Fair Housing Certifications: Records reflecting that the PHA has examined its programs or proposed programs, identified any impediments to fair housing choice in those programs, addressed or is addressing those impediments in a reasonable fashion in view of the resources available, and worked or is working with local jurisdictions to implement any of the jurisdictions’ initiatives to affirmatively further fair housing that require the PHA’s involvement.	5 Year and Annual Plans
X	Housing Needs Statement of the Consolidated Plan for the jurisdiction/s in which the PHA is located and any additional backup data to support statement of housing needs in the jurisdiction SEE CHAS TABLE 1 C ATTACHMENT	Annual Plan: Housing Needs
X	Most recent board-approved operating budget for the public housing program	Annual Plan: Financial Resources
X	Public Housing Admissions and (Continued) Occupancy Policy (A&O/ACOP), which includes the Tenant Selection and Assignment Plan [TSAP]	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Any policy governing occupancy of Police Officers in Public Housing X <input type="checkbox"/> check here if included in the public housing A&O Policy	Annual Plan: Eligibility, Selection, and Admissions Policies
N/A	Section 8 Administrative Plan	Annual Plan: Eligibility, Selection, and Admissions Policies
X	Public housing rent determination policies, including the method for setting public housing flat rents X <input type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
X	Schedule of flat rents offered at each public housing development X <input type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Rent Determination
N/A	Section 8 rent determination (payment standard) policies <input type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Rent Determination
X	Public housing management and maintenance policy documents, including policies for the prevention or eradication of pest infestation (including cockroach infestation)	Annual Plan: Operations and Maintenance
X	Results of latest binding Public Housing Assessment System (PHAS) Assessment SCORE IS 95.0	Annual Plan: Management and Operations
N/A	Follow-up Plan to Results of the PHAS Resident Satisfaction Survey (if necessary)	Annual Plan: Operations and Maintenance and Community Service & Self-Sufficiency
N/A	Results of latest Section 8 Management Assessment System (SEMAP)	Annual Plan: Management and Operations
N/A	Any required policies governing any Section 8 special housing types <input type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Operations and Maintenance
X	Public housing grievance procedures X <input type="checkbox"/> check here if included in the public housing A & O Policy	Annual Plan: Grievance Procedures
N/A	Section 8 informal review and hearing procedures <input type="checkbox"/> check here if included in Section 8 Administrative Plan	Annual Plan: Grievance Procedures
X	The HUD-approved Capital Fund/Comprehensive Grant Program Annual Statement (HUD 52837) for any active grant year	Annual Plan: Capital Needs
X	Most recent CIAP Budget/Progress Report (HUD 52825) for any active CIAP grants	Annual Plan: Capital Needs
N/A	Approved HOPE VI applications or, if more recent, approved or submitted HOPE VI Revitalization Plans, or any other approved proposal for development of public housing	Annual Plan: Capital Needs
X	Self-evaluation, Needs Assessment and Transition Plan required by regulations implementing §504 of the Rehabilitation Act and the Americans with Disabilities Act. See, PIH 99-52 (HA). NOTE ACOP AND LEASE	Annual Plan: Capital Needs
N/A	Approved or submitted applications for demolition and/or disposition of public housing	Annual Plan: Demolition and Disposition
N/A	Approved or submitted applications for designation of public housing (Designated Housing Plans)	Annual Plan: Designation of Public Housing

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
N/A	Approved or submitted assessments of reasonable revitalization of public housing and approved or submitted conversion plans prepared pursuant to section 202 of the 1996 HUD Appropriations Act, Section 22 of the US Housing Act of 1937, or Section 33 of the US Housing Act of 1937	Annual Plan: Conversion of Public Housing
N/A	Approved or submitted public housing homeownership programs/plans	Annual Plan: Homeownership
N/A	Policies governing any Section 8 Homeownership program (section _____ of the Section 8 Administrative Plan)	Annual Plan: Homeownership
X	Cooperation agreement between the PHA and the TANF agency and between the PHA and local employment and training service agencies	Annual Plan: Community Service & Self-Sufficiency
X	FSS Action Plan/s for public housing and/or Section 8 SEE ACOP	Annual Plan: Community Service & Self-Sufficiency
N/A	Section 3 documentation required by 24 CFR Part 135, Subpart E	Annual Plan: Community Service & Self-Sufficiency
N/A	Most recent self-sufficiency (ED/SS, TOP or ROSS or other resident services grant) grant program reports	Annual Plan: Community Service & Self-Sufficiency
N/A	The most recent Public Housing Drug Elimination Program (PHDEP) semi-annual performance report	Annual Plan: Safety and Crime Prevention
N/A	PHDEP-related documentation: <ul style="list-style-type: none"> · Baseline law enforcement services for public housing developments assisted under the PHDEP plan; · Consortium agreement/s between the PHAs participating in the consortium and a copy of the payment agreement between the consortium and HUD (applicable only to PHAs participating in a consortium as specified under 24 CFR 761.15); · Partnership agreements (indicating specific leveraged support) with agencies/organizations providing funding, services or other in-kind resources for PHDEP-funded activities; · Coordination with other law enforcement efforts; · Written agreement(s) with local law enforcement agencies (receiving any PHDEP funds); and · All crime statistics and other relevant data (including Part I and specified Part II crimes) that establish need for the public housing sites assisted under the PHDEP Plan. 	Annual Plan: Safety and Crime Prevention
X	Policy on Ownership of Pets in Public Housing Family Developments (as required by regulation at 24 CFR Part 960, Subpart G) SEE ACOP X <input type="checkbox"/> check here if included in the public housing A & O Policy	Pet Policy

List of Supporting Documents Available for Review		
Applicable & On Display	Supporting Document	Related Plan Component
X	The results of the most recent fiscal year audit of the PHA conducted under section 5(h)(2) of the U.S. Housing Act of 1937 (42 U. S.C. 1437c(h)), the results of that audit and the PHA's response to any findings	Annual Plan: Annual Audit
N/A	Troubled PHAs: MOA/Recovery Plan	Troubled PHAs
	Other supporting documents (optional) (list individually; use as many lines as necessary)	(specify as needed)

Annual Statement/Performance and Evaluation Report ATTACHMENT B Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary					
PHA Name: HOUSING AND REDEVELOPMENT AUTHORITYH OF BENSON, MN		Grant Type and Number Capital Fund Program: MN46P014502-01 Capital Fund Program Replacement Housing Factor Grant No:		Federal FY of Grant: 04/2001	
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:) <input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report					
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost	
		Original	Revised	Obligated	Expended
1	Total non-CFP Funds				
2	1406 Operations	8,190			
3	1408 Management Improvements				
4	1410 Administration				
5	1411 Audit				
6	1415 liquidated Damages				
7	1430 Fees and Costs				
8	1440 Site Acquisition				
9	1450 Site Improvement				
10	1460 Dwelling Structures	106,640			
11	1465.1 Dwelling Equipment—Nonexpendable	9,020			
12	1470 Nondwelling Structures	24,650			
13	1475 Nondwelling Equipment				
14	1485 Demolition				
15	1490 Replacement Reserve				
16	1492 Moving to Work Demonstration				
17	1495.1 Relocation Costs				
18	1498 Mod Used for Development				
19	1502 Contingency				
20	Amount of Annual Grant: (sum of lines 2-19)	148,500			
21	Amount of line 20 Related to LBP Activities	0			
22	Amount of line 20 Related to Section 504 Compliance	0			
23	Amount of line 20 Related to Security	0			

Annual Statement/Performance and Evaluation Report ATTACHMENT B				
Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part 1: Summary				
PHA Name: HOUSING AND REDEVELOPMENT AUTHORITYH OF BENSON, MN		Grant Type and Number Capital Fund Program: MN46P014502-01 Capital Fund Program Replacement Housing Factor Grant No:		Federal FY of Grant: 04/2001
<input checked="" type="checkbox"/> Original Annual Statement <input type="checkbox"/> Reserve for Disasters/ Emergencies <input type="checkbox"/> Revised Annual Statement (revision no:)				
<input type="checkbox"/> Performance and Evaluation Report for Period Ending: <input type="checkbox"/> Final Performance and Evaluation Report				
Line No.	Summary by Development Account	Total Estimated Cost		Total Actual Cost
24	Amount of line 20 Related to Energy Conservation Measures	33,000		

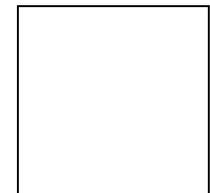
Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages								
PHA Name: HOUSING AND REDEVELOPMENT AUTHORITY OF BENSON, MN			Grant Type and Number Capital Fund Program #: MN46P014502-01 Capital Fund Program Replacement Housing Factor #:			Federal FY of Grant: 04/2001		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work
				Original	Revised	Funds Obligated	Funds Expended	
MN14-001	REPLACE AIR HANDLNG UNIT	1460	1	15,000				
MN14-001	REPLACE & RELOCATE AIR CONDITIONER COMM. SPACE	1460	1	18,000				
MN14-001	REPLACE 34 UNIT DOORS & 19 ADD. INT. HALL & EXTERIOR DOORS & LOCKS	1460	53	37,700				
MN14-001	MAINT. & MECHANICAL RM PAINT AND FLOOR TILE	1460		13,000				
MN14-001	CONSTRUCT EXTERIOR STORAGE BUILDING FOR MOWER, GAS, ETC. WITH BRICK TO MATCH BUILDING	1470	1	24,650				
MN14-001	REPLACE 22 21 IN. RANGES WITH 24 IN. RANGES	1465	22	9020				
MN14-003	REPLACE SHEET VINYL IN UNITS	1460	36	13,440				
MN14-003	MOVE 5 HEADS IRRIG. SYTEM	1460	5	1,000				
MN14-003	REPAIR BRICK ON EXTERIOR	1460		8,500				
MN14-001	OPERATIONS	1406		8,190				

Annual Statement/Performance and Evaluation Report Capital Fund Program and Capital Fund Program Replacement Housing Factor (CFP/CFPRHF) Part II: Supporting Pages								
PHA Name: HOUSING AND REDEVELOPMENT AUTHORITY OF BENSON, MN		Grant Type and Number Capital Fund Program #: MN46P014502-01 Capital Fund Program Replacement Housing Factor #:				Federal FY of Grant: 04/2001		
Development Number Name/HA-Wide Activities	General Description of Major Work Categories	Dev. Acct No.	Quantity	Total Estimated Cost		Total Actual Cost		Status of Proposed Work
				Original	Revised	Funds Obligated	Funds Expended	

Capital Fund Program 5-Year Action Plan ATTACHMENT C

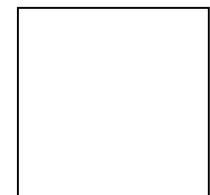
Complete one table for each development in which work is planned in the next 5 PHA fiscal years. Complete a table for any PHA-wide physical or management improvements planned in the next 5 PHA fiscal year. Copy this table as many times as necessary. Note: PHAs need not include information from Year One of the 5-Year cycle, because this information is included in the Capital Fund Program Annual Statement.

CFP 5-Year Action Plan		
XX <input type="checkbox"/> Original statement <input type="checkbox"/> Revised statement		
Development Number	Development Name (or indicate PHA wide)	
MN014-001	PARK VIEW MANOR	
Description of Needed Physical Improvements or Management Improvements	Estimated Cost	Planned Start Date (HA Fiscal Year)
INSTALL SPRINKLER SYSTEM ON ALL SEVEN FLOORS, WILL INCLUDE NEW LIGHTING AND CEILING TILE	272,200	2002 & 2003
REPLACE EXTERIOR LIGHTING AT WEST ENTRANCE	600	2004
ROOF REPLACEMENT	81,000	2004
REPLACE CARPET IN THREE HALLWAYS AND COMMUNITY ROOM	18,000	2004
PAINT STAIRWELLS AND HALLWAYS	17,000	2004
INTERIOR OR APARTMENT DOOR REPLACEMENT, CLOSET DOORS, ETC.	19,760	2004
INSTALL EXHAUST FANS IN BATHROOMS	7,000	2005
EXPAND COMMUNITY SPACE – CONSTRUCT ADDITIONAL COMM. SPACE TO INCLUDE STORAGE LOCKERS, BEAUTY SHOP, ADDITIONAL MEETING	150,000	2006



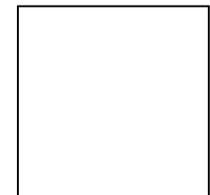
CFP 5-Year Action Plan	
XX <input type="checkbox"/> Original statement <input type="checkbox"/> Revised statement	
ROOMS	
Total estimated cost over next 5 years	565,560

CFP 5-Year Action Plan		
XX <input type="checkbox"/> Original statement <input type="checkbox"/> Revised statement		
Development Number	Development Name (or indicate PHA wide)	
MN014-003	WESTWOOD MANOR	
Description of Needed Physical Improvements or Management Improvements	Estimated Cost	Planned Start Date (HA Fiscal Year)
REPLACE ALL WINDOWS IN THE UNITS	136,000	2005
INSTALL AC SLEEVE AND AIR CONDITIONER IN LAUNDRY	1,500	2005
Total estimated cost over next 5 years	137,500	



CFP 5-Year Action Plan	
XX <input type="checkbox"/> Original statement <input type="checkbox"/> Revised statement	
Development Number	Development Name (or indicate PHA wide)

CFP 5-Year Action Plan		
XX <input type="checkbox"/> Original statement <input type="checkbox"/> Revised statement MN014 HOUSING & REDEVELOPMENT AUTHORITY OF BENSON		
Description of Needed Physical Improvements or Management Improvements	Estimated Cost	Planned Start Date (HA Fiscal Year)
EXPAND MANAGEMENT TO INLUDE 20 HOUR PER WEEK ADMIN. ASSISTANT RESIDENT COORDINATOR THIS WILL BE AGENCY WIDE	26,650	2002 & 2003
CONT. TWENTY HOUR PER WEEK ADMIN./ RESIDENT COORDINATOR	14,400	2004
CONTINUE TWENTY HOUR PER WEEK ADMIN ASSIST. /RESIDENT COORDINATOR	15,120	2005
Total estimated cost over next 5 years	56,170	



PHA Public Housing Drug Elimination Program Plan N/A

Note: THIS PHDEP Plan template (HUD 50075-PHDEP Plan) is to be completed in accordance with Instructions located in applicable PIH Notices.

Section 1: General Information/History

A. Amount of PHDEP Grant \$ _____

B. Eligibility type (Indicate with an “x”) **N1**_____ **N2**_____ **R**_____

C. FFY in which funding is requested _____

D. Executive Summary of Annual PHDEP Plan

In the space below, provide a brief overview of the PHDEP Plan, including highlights of major initiatives or activities undertaken. It may include a description of the expected outcomes. The summary must not be more than five (5) sentences long

E. Target Areas

Complete the following table by indicating each PHDEP Target Area (development or site where activities will be conducted), the total number of units in each PHDEP Target Area, and the total number of individuals expected to participate in PHDEP sponsored activities in each Target Area. Unit count information should be consistent with that available in PIC.

PHDEP Target Areas (Name of development(s) or site)	Total # of Units within the PHDEP Target Area(s)	Total Population to be Served within the PHDEP Target Area(s)

F. Duration of Program

Indicate the duration (number of months funds will be required) of the PHDEP Program proposed under this Plan (place an “x” to indicate the length of program by # of months. For “Other”, identify the # of months).

12 Months_____ **18 Months**_____ **24 Months**_____

G. PHDEP Program History N/A

Indicate each FY that funding has been received under the PHDEP Program (place an “x” by each applicable Year) and provide amount of funding received. If previously funded programs have not been closed out at the time of this submission, indicate the fund balance and anticipated completion date. The Fund Balances should reflect the balance as of Date of Submission of the PHDEP Plan. The Grant Term End Date should include any HUD-approved extensions or waivers. For grant extensions received, place “GE” in column or “W” for waivers.

Fiscal Year of Funding	PHDEP Funding Received	Grant #	Fund Balance as of Date of this Submission	Grant Extensions or Waivers	Grant Start Date	Grant Term End Date
FY 1995						
FY 1996						
FY 1997						
FY1998						
FY 1999						

Section 2: PHDEP Plan Goals and Budget

A. PHDEP Plan Summary

In the space below, summarize the PHDEP strategy to address the needs of the target population/target area(s). Your summary should briefly identify: the broad goals and objectives, the role of plan partners, and your system or process for monitoring and evaluating PHDEP-funded activities. This summary should not exceed 5-10 sentences.

B. PHDEP Budget Summary N/A

Enter the total amount of PHDEP funding allocated to each line item.

FFY _____ PHDEP Budget Summary	
Original statement	
Revised statement dated:	
Budget Line Item	Total Funding
9110 – Reimbursement of Law Enforcement	
9115 - Special Initiative	
9116 - Gun Buyback TA Match	
9120 - Security Personnel	
9130 - Employment of Investigators	
9140 - Voluntary Tenant Patrol	
9150 - Physical Improvements	
9160 - Drug Prevention	
9170 - Drug Intervention	
9180 - Drug Treatment	
9190 - Other Program Costs	
TOTAL PHDEP FUNDING	

C. PHDEP Plan Goals and Activities N/A

In the tables below, provide information on the PHDEP strategy summarized above by budget line item. Each goal and objective should be numbered sequentially for each budget line item (where applicable). Use as many rows as necessary to list proposed activities (additional rows may be inserted in the tables). PHAs are not required to provide information in shaded boxes. Information provided must be concise—not to exceed two sentences in any column. Tables for line items in which the PHA has no planned goals or activities may be deleted.

9110 – Reimbursement of Law Enforcement	Total PHDEP Funding: \$
Goal(s)	
Objectives	

Proposed Activities N/A	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDE P Funding	Other Funding (Amount/ Source)	Performance Indicators
1.							
2.							
3.							

9115 - Special Initiative N/A					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount/ Source)	Performance Indicators
1.							
2.							
3.							

9116 - Gun Buyback TA Match N/A					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9120 - Security Personnel N/A					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9130 – Employment of Investigators N/A					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9140 – Voluntary Tenant Patrol N/A					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9150 - Physical Improvements N/A					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9160 - Drug Prevention N/A					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHEDEP Funding	Other Funding (Amount /Source)	Performance Indicators

1.							
2.							
3.							

9170 - Drug Intervention N/A					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9180 - Drug Treatment N/A					Total PHDEP Funding: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

9190 - Other Program Costs N/A					Total PHDEP Funds: \$		
Goal(s)							
Objectives							
Proposed Activities	# of Persons Served	Target Population	Start Date	Expected Complete Date	PHDEP Funding	Other Funding (Amount /Source)	Performance Indicators
1.							
2.							
3.							

Required Attachment __D__: Resident Member on the PHA Governing Board

1. X Yes No: Does the PHA governing board include at least one member who is directly assisted by the PHA this year? (if no, skip to #2)

A. Name of resident member(s) on the governing board: GINTER RICE

B. How was the resident board member selected: (select one)?

- Elected
- X Appointed

C. The term of appointment is (include the date term expires): 12/31/2004

2. A. If the PHA governing board does not have at least one member who is directly assisted by the PHA, why not?

- the PHA is located in a State that requires the members of a governing board to be salaried and serve on a full time basis
- the PHA has less than 300 public housing units, has provided reasonable notice to the resident advisory board of the opportunity to serve on the governing board, and has not been notified by any resident of their interest to participate in the Board.
- Other (explain):

B. Date of next term expiration of a governing board member: 12/31/2000

C. Name and title of appointing official(s) for governing board (indicate appointing official for the next position): THE MAYOR OF THE CITY OF BENSON, MN
PAUL KITTELSON APPOINTS THE HRA BOARD MEMBER WITH THE RECOMMENDATION OF THE BENSON CITY COUNCIL. OPENINGS ARE ADVERTISED IN THE LOCAL PAPER. CITIZENS OF BENSON ARE INVITED TO APPLY FOR THE VARIOUS BOARDS INCLUDING THE BENSON HRA BOARD. THE APPLICATIONS ARE REVIEWED BY THE CITY COUNCIL.

Required Attachment ___E___: Membership of the Resident Advisory Board or Boards

List members of the Resident Advisory Board or Boards: (If the list would be unreasonably long, list organizations represented or otherwise provide a description sufficient to identify how members are chosen.)

THE RESIDENTS ADVISORY BOARDS ARE THE RESIDENTS COUNCILS AT EACH BUILDING (PARK VIEW MANOR AND WESTWOOD MANOR). THE RESIDENT COUNCILS CONSIST OF TWO REPRESENTATIVES FROM EACH FLOOR OF THE BUILDING, PLUS THE ELECTED OFFICERS. AT PARK VIEW MANOR THERE ARE A TOTAL OF 16 ON THE ADVISORY BOARD THIS BUILDING HAS 70 UNITS, AND AT WESTWOOD MANOR THERE ARE A TOTAL OF 9 RESIDENTS ON THE ADVISORY BOARD THIS BUILDING HAS 39 UNITS, ALSO ALL RESIDENTS ARE ENCOURAGED TO ATTEND ALL MEETINGS.

THE CHAIRMAN OF PARK VIEW MANOR'S RESIDENTS COUNCIL IS WALTER MUNSTERMAN AND THE CHAIRMAN OF WESTWOOD'S RESIDENT COUNCIL IS LILLIAN JERGENSON.

HOUSING AND REDEVELOPMENT
AUTHORITY OF
BENSON, MINNESOTA
mn014v02a01(REV./11/2000)

ADMISSION AND CONTINUED

OCCUPANCY POLICY & GRIEVANCE PROCEDURE

APPROVED: 11/08/2000

MN014v02a (rev/11/2000) ACOP TABLE OF CONTENTS

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ADMISSIONS AND CONTINUED OCCUPANCY POLICY

This Admissions and Continued Occupancy Policy defines the Benson Housing Authority's policies for the operation for the Public Housing Program, incorporating Federal, State and local law. If there is any conflict between this policy and laws or regulations, the laws and regulations will prevail.

1.0 FAIR HOUSING

It is the policy of the Benson Housing Authority to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity. The Benson Housing Authority shall affirmatively further fair housing in the administration of its public housing program.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Benson Housing Authority's programs.

To further its commitment to full compliance with applicable Civil Rights laws, the Benson Housing Authority will provide Federal/State/local information to applicants/tenants of the Public Housing 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 the application, and all applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Benson Housing Authority office. In addition, all written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The Benson Housing Authority will assist any family that believes they have suffered illegal discrimination by providing them copies of the appropriate housing discrimination forms. The Benson Housing Authority will also assist them in completing the forms if requested, and will provide them with the address of the nearest HUD office of Fair Housing and Equal Opportunity.

2.0 Reasonable Accommodation

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Benson Housing Authority housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations

and the guidelines the Benson Housing Authority will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Benson Housing Authority will ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodations.

2.1 Communication

Anyone requesting an application will also receive a Request for Reasonable Accommodation form.

Notifications of reexamination, inspection, appointment, or eviction will include information about requesting a reasonable accommodation. Any notification requesting action by the tenant will include information about requesting a reasonable accommodation.

All decisions granting or denying requests for reasonable accommodations will be in writing.

2.2 Questions to Ask in Granting the Accommodation

- A. Is the requestor a person with disabilities? For this purpose the definition of person with disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment. (The disability may not be apparent to others, i.e., a heart condition).

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the Benson Housing Authority will obtain verification that the person is a person with a disability.

- B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the Benson Housing Authority will obtain documentation that the requested accommodation is needed due to the disability. The Benson Housing Authority will not inquire as to the nature of the disability.
- C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:

1. Would the accommodation constitute a fundamental alteration? The Benson Housing Authority's business is housing. If the request would alter the fundamental business that the Benson Housing Authority conducts, that would not be reasonable. For instance, the Benson Housing Authority would deny a request to have the Benson Housing Authority do grocery shopping for a person with disabilities.
 2. Would the requested accommodation create an undue financial hardship or administrative burden? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Benson Housing Authority may request a meeting with the individual to investigate and consider equally effective alternatives.
- D. Generally the individual knows best what it is they need; however, the Benson Housing Authority retains the right to be shown how the requested accommodation enables the individual to access or use the Benson Housing Authority's programs or services.

If more than one accommodation is equally effective in providing access to the Benson Housing Authority's programs and services, the Benson Housing Authority retains the right to select the most efficient or economic choice.

The cost necessary to carry out approved requests, including requests for physical modifications, will be borne by the Benson Housing Authority if there is no one else willing to pay for the modifications. If another party pays for the modification, the Benson Housing Authority will seek to have the same entity pay for any restoration costs.

If the tenant requests as a reasonable accommodation that they be permitted to make physical modifications at their own expense, the Benson Housing Authority will generally approve such a request if it does not violate codes or affect the structural integrity of the unit.

Any request for an accommodation that would enable a tenant to materially violate essential lease terms will not be approved, i.e. allowing nonpayment of rent, destruction of property, disturbing the peaceful enjoyment of others, etc.

3.0 Services For Non-English Speaking Applicants and Residents

The Benson Housing Authority will endeavor to have bilingual staff or access to people who speak languages other than English in order to assist non-English speaking families,
by contacting the local school Language Department, or other bilingual staff at

area colleges, technical schools, or Human Service Offices.

4.0 Family Outreach

The Benson Housing Authority will publicize the availability and nature of the Public Housing Program for extremely low-income, very low and low-income families in a newspaper of general circulation, minority media, and by other suitable means.

To reach people who cannot or do not read the newspapers, the Benson Housing Authority will distribute fact sheets to the broadcasting media and initiate personal contacts with members of the news media and community service personnel. The Benson Housing Authority will also try to utilize public service announcements.

The Benson Housing Authority will communicate the status of housing availability to other service providers in the community and inform them of housing eligibility factors and guidelines so they can make proper referrals for the Public Housing Program.

5.0 Right to Privacy

All adult members of both applicant and tenant households are required to sign HUD Form 9886, Authorization for Release of Information and Privacy Act Notice. The Authorization for Release of Information and Privacy Act Notice states how family information will be released and includes the Federal Privacy Act Statement.

Any request for applicant or tenant information will not be released unless there is a signed release of information request from the applicant or tenant.

6.0 Required Postings

In its office, the Benson Housing Authority will post, in a conspicuous place and at a height easily read by all persons including persons with mobility disabilities, the following information:

- A. Statement of Policies and Procedures governing Admission and Continued Occupancy
- B. Notice of the status of the waiting list (opened or closed)
- C. A listing of all the developments by name, address, number of units, units designed with special accommodations, address of all project offices, office hours, telephone numbers, TDD numbers, and Resident Facilities and operation hours

- D. Income Limits for Admission
- E. Excess Utility Charges
- F. Utility Allowance Schedule
- G. Current Schedule of Routine Maintenance Charges
- H. Dwelling Lease
- I. Grievance Procedure
- J. Fair Housing Poster
- K. Equal Opportunity in Employment Poster
- L. Any current Benson Housing Authority Notices

7.0 Taking Applications

Families wishing to apply for the Public Housing Program will be required to complete an application for housing assistance. Applications will be accepted during regular business hours at:

**Benson HRA Office
Park View Manor
300 13th Street North
Benson, MN 56215**

Applications are taken to compile a waiting list. One waiting list will be maintained for all low rent projects. The waiting list will consist of apparently eligible applicants, based on type and size of unit required, factors affecting local preference, and date and time the application was received. Application forms will be completed to the extent that all factors of eligibility and preference factors are included and a determination can be made to the Authority on this eligibility status of the applicant.

Completed applications will be accepted for all applicants and the Benson Housing Authority will verify the information.

Applications may be made in person at the **Benson HRA Office, 300 13th St. N, Benson, MN , Monday – Friday, between 10 a.m. and 5 p.m.** Applications will be mailed to interested families upon request.

The completed application will be dated and time stamped upon its return to the Benson Housing Authority.

Persons with disabilities who require a reasonable accommodation in completing an application may call the Benson Housing Authority to make special arrangements. A Telecommunication Device for the Deaf (TDD) is available for the deaf. The TDD telephone number is **(1-800-627-3529)**.

The application process will involve two phases. The first phase requires the family to provide basic information which also aids establishing any preferences to which they may be entitled. This first phase results in the family's placement on the waiting list.

Upon receipt of the family's application, the Benson Housing Authority will make a preliminary determination of eligibility. The Benson Housing Authority will notify the family in writing of the date and time of placement on the waiting list, and the approximate wait before housing may be offered. If the Benson Housing Authority determines the family to be ineligible, the notice will state the reasons therefore and will offer the family the opportunity of an informal review of the determination.

The applicant may at any time report changes in their applicant status including changes in family composition, income, or preference factors. The Benson Housing Authority will annotate the applicant's file and will update their place on the waiting list. Confirmation of the changes will be confirmed with the family in writing.

The second phase is the final determination of eligibility which takes place when the family nears the top of the waiting list. The Benson Housing Authority will ensure that verification of all preferences, eligibility, suitability and selection factors are current in order to determine the family's final eligibility for admission into the Public Housing Program.

8.0 Eligibility For Admission

8.1 Introduction

There are five eligibility requirements for admission to public housing: qualifies as a family, has an income within the income limits, meets citizenship/eligible immigrant criteria, provides documentation of Social Security numbers, and signs consent authorization documents. In addition to the eligibility criteria, families must also meet the Benson Housing Authority screening criteria in order to be admitted to public housing.

8.2 Eligibility Criteria

A. Family status.

1. A **family** is defined as a group of people related by blood, marriage, adoption or affinity that live together in a stable family

relationship.

- a. Children temporarily absent from the home due to placement in foster care are considered family members.
 - b. Unborn children and children in the process of being adopted are considered family members for the purpose of determining bedroom size but are not considered family members for determining income limit.
2. An **elderly family**, which is:
- a. A family whose head, spouse, or sole member is a person who is at least 62 years of age;
 - b. Two or more persons who are at least 62 years of age living together; or
 - c. One or more persons who are at least 62 years of age living with one or more live-in aides.
3. A **near elderly family**, which is:
- a. A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62;
 - b. Two or more persons, who are at least 50 years of age but below the age of 62, living together; or
 - c. One or more persons, who are at least 50 years of age but below the age of 62, living with one or more live-in aides.
4. A **disabled family**, which is:
- a. A family whose head, spouse, or sole member is a person with disabilities;
 - b. Two or more persons with disabilities living together; or
 - c. One or more persons with disabilities living with one or more live-in aides.
 - d. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence.
5. A **displaced family**, which is a family in which each member, or

whose sole member, has been displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws.

6. A **remaining member of a tenant family**.
7. A **single person** who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family.

B. Income eligibility

1. To be eligible for admission to Park View Manor which was available for occupancy before 10/1/81, the family's annual income must be within the low-income limit set by HUD. This means the family income cannot exceed 80 percent of the median income for the area.
2. To be eligible for admission to Westwood Manor which became available for occupancy on or after 10/1/81, the family's annual income must be within the very low-income limit set by HUD, unless HUD grants an exception. This means that without a HUD exception, the family income cannot exceed 50 percent of the median income for the area. (See exception in Appendix A)
3. Income limits apply only at admission and are not applicable for continued occupancy.
4. A family may not be admitted to the public housing program from another assisted housing program (e.g., tenant-based Section 8) or from a public housing program operated by another housing authority without meeting the income requirements of the Benson Housing Authority.
5. If the Benson Housing Authority acquires a property for federal public housing purposes, the families living there must have incomes within the low-income limit in order to be eligible to remain as public housing tenants.
27. Income limit restrictions do not apply to families transferring within our Public Housing Program.
28. The Benson Housing Authority may allow police officers who would not otherwise be eligible for occupancy in public housing to reside in a public housing dwelling unit. Such occupancy must be needed to increase security for public housing residents. Their rent shall at least

equal the cost of operating the public housing unit.

29. If there are no eligible families on the waiting list and the Benson Housing Authority has published a 30-day notice of available units in at least one newspaper of general circulation, **families above the applicable income limit** may be housed. They must be given at least a 30 day notice and must vacate the unit if an eligible family applies after they are in occupancy.

C. Citizenship/Eligibility Status

2. To be eligible each member of the family must be a citizen, national, or a non-citizen who has eligible immigration status under one of the categories set forth in Section 214 of the Housing and Community Development Act of 1980 (see 42 U.S.C. 1436a(a)).
3. Family eligibility for assistance.
 - a. A family shall not be eligible for assistance unless every member of the family residing in the unit is determined to have eligible status, with the exception noted below.
 - b. Despite the ineligibility of one or more family members, a mixed family may be eligible for one of three types of assistance. (See Federal Register 5/12/1999 and also section 13.6 for calculating rents under the non-citizen rule).
 - c. A family without any eligible members and receiving assistance on June 19, 1995, may be eligible for temporary deferral of termination of assistance.

D. Social Security Number Documentation

To be eligible, all family members 6 years of age and older must provide a Social Security number or certify that they do not have one.

E. Signing Consent Forms

4. In order to be eligible, each member of the family who is at least 18 years of age, and each family head and spouse regardless of age, shall sign one or more consent forms.
2. The consent form must contain, at a minimum, the following:
 - a. A provision authorizing HUD or the Benson Housing

Authority to obtain from State Wage Information Collection Agencies (SWICAs) any information or materials necessary to complete or verify the application for participation or for eligibility for continued occupancy; and

- b. A provision authorizing HUD or the Benson Housing Authority to verify with previous or current employers income information pertinent to the family's eligibility for or level of assistance;
- c. A provision authorizing HUD to request income information from the IRS and the SSA for the sole purpose of verifying income information pertinent to the family's eligibility or level of benefits; and
- d. A statement that the authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.

8.3 Suitability

- A. Applicant families will be evaluated to determine whether, based on their recent behavior, such behavior could reasonably be expected to result in noncompliance with the public housing lease. The Benson Housing Authority will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the development, environment, other tenants, Benson Housing Authority employees, or other people residing in the immediate vicinity of the property. Otherwise eligible families will be denied admission if they fail to meet the suitability criteria.
- B. The Benson Housing Authority will consider objective and reasonable aspects of the family's background, including the following:
 - 1. History of meeting financial obligations, especially rent;
 - 2. Ability to maintain (or with assistance would have the ability to maintain) their housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants;
 - 3. History of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;

3. History of disturbing neighbors or destruction of property;
 4. Having committed fraud in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from; and
 5. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others.
- C. The Benson Housing Authority will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The Benson Housing Authority will verify the information provided. Such verification may include but may not be limited to the following:
1. A credit check of the head, spouse and co-head;
 2. A rental history check of all adult family members;
 3. A criminal background check on all adult household members, including live-in aides. This check will be made through State or local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area, the Benson Housing Authority may contact law enforcement agencies where the individual had lived or request a check through the FBI's National Crime Information Center (NCIC);
 4. A home visit. The home visit provides the opportunity for the family to demonstrate their ability to maintain their home in a safe and sanitary manner. This inspection considers cleanliness and care of rooms, appliances, and appurtenances. The inspection may also consider any evidence of criminal activity; and
 5. A check of the State's lifetime sex offender registration program for each adult household member, including live-in aides. No individual registered with this program will be admitted to public housing.

8.4 grounds for denial

The Benson Housing Authority is not required or obligated to assist applicants who:

- A. Do not meet any one or more of the eligibility criteria;

- B. Do not supply information or documentation required by the application process;
- C. Have failed to respond to a written request for information or a request to declare their continued interest in the program;
- D. Have a history of not meeting financial obligations, especially rent;
- E. Do not have the ability to maintain (with assistance) their housing in a decent and safe condition where such habits could adversely affect the health, safety, or welfare of other tenants;
- F. Have a history of criminal activity by any household member involving crimes of physical violence against persons or property and any other criminal activity including drug-related criminal activity that would adversely affect the health, safety, or well being of other tenants or staff or cause damage to the property;
- G. Have a history of disturbing neighbors or destruction of property;
- H. Currently owes rent or other amounts to any housing authority in connection with their public housing or Section 8 programs;
- I. Have committed fraud, bribery or any other corruption in connection with any Federal housing assistance program, including the intentional misrepresentation of information related to their housing application or benefits derived there from;
- J. Were evicted from assisted housing within three years of the projected date of admission because of drug-related criminal activity involving the personal use or possession for personal use;
- K. Were evicted from assisted housing within five years of the projected date of admission because of drug-related criminal activity involving the illegal manufacture, sale, distribution, or possession with the intent to manufacture, sell, distribute a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802;
- L. Are illegally using a controlled substance or are abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. The Benson Housing Authority may waive this requirement if:
 - 1. The person demonstrates to the Benson Housing Authority's satisfaction that the person is no longer engaging in drug-related criminal activity or abuse of alcohol;
 - 2. Has successfully completed a supervised drug or alcohol

rehabilitation program;

3. Has otherwise been rehabilitated successfully; or
 4. Is participating in a supervised drug or alcohol rehabilitation program.
- M. Have engaged in or threatened abusive or violent behavior towards any Benson Housing Authority staff or residents;
- N. Have a household member who has ever been evicted from public housing;
- O. Have a family household member who has been terminated under the certificate or voucher program;
- P. **Denied for Life:** If any family member has been convicted of manufacturing or producing methamphetamine (speed) in a public housing development or in a Section 8 assisted property;
- Q. **Denied for Life:** Has a lifetime registration under a State sex offender registration program.

8.5 Informal Review

- A. If the Benson Housing Authority determines that an applicant does not meet the criteria for receiving public housing assistance, the Benson Housing Authority will promptly provide the applicant with written notice of the determination. The notice must contain a brief statement of the reason(s) for the decision and state that the applicant may request an informal review of the decision within 10 business days of the denial. The Benson Housing Authority will describe how to obtain the informal review.

The informal review may be conducted by any person designated by the Benson Housing Authority, other than a person who made or approved the decision under review or subordinate of this person. The applicant must be given the opportunity to present written or oral objections to the Benson Housing Authority's decision. The Benson Housing Authority must notify the applicant of the final decision within 14 calendar days after the informal review, including a brief statement of the reasons for the final decision.

- B. The participant family may request that the Benson Housing Authority provide for an Informal Hearing after the family has notification of an INS decision on their citizenship status on appeal, or in lieu of request of appeal to the INS. This request must be made by the participant family

within 30 days of receipt of the Notice of Denial or Termination of Assistance, or within 30 days of receipt of the INS appeal decision.

For the participant families, the Informal Hearing Process above will be utilized with the exception that the participant family will have up to 30 days of receipt of the Notice of Denial or Termination of Assistance, or of the INS appeal decision.

9.0 Managing the Waiting List

9.1 Opening and Closing the Waiting List

Opening of the waiting list will be announced with a public notice stating that applications for public housing will again be accepted. The public notice will state where, when, and how to apply. The notice will be published in a local newspaper of general circulation and also by any available minority media. The public notice will state any limitations to who may apply.

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

Closing of the waiting list will also be announced with a public notice. The public notice will state the date the waiting list will be closed and for what bedroom sizes. The public notice will be published in a local newspaper of general circulation and also by any available minority media.

9.2 Organization of the Waiting List

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

- A. The application will be a permanent file;
- B. All applications will be maintained in order of apartment size, preference, and then in order of date and time of application; and
- C. Any contacts between the Benson Housing Authority and the applicant will be documented in the applicant file.

9.3 Families Nearing the Top of the Waiting List

When a family appears to be within two (2) months of being offered a unit, the family will be invited to an interview and the final verification process will begin. It is at this point in time that the family's waiting list preference will be verified. If the family no longer qualifies to be near the top of the list, the family's name will be returned to the appropriate spot on the waiting list. The Benson Housing Authority must notify the family in writing of this determination and give the family the opportunity for an informal review.

9.4 Purging the Waiting List

The Benson Housing Authority will update and purge its waiting list at least annually to ensure that the pool of applicants reasonably represents the interested families for whom the Benson Housing Authority has current information, i.e. applicant's address, family composition, income category, and preferences.

9.5 Removal of Applicants From the Waiting List

The Benson Housing Authority will not remove an applicant's name from the waiting list unless:

- A. The applicant requests in writing that the name be removed;
- B. The applicant fails to respond to a written request for information or a request to declare their continued interest in the program; or
- C. The applicant does not meet either the eligibility or suitability criteria for the program.

a. MISSED APPOINTMENTS

All applicants who fail to keep a scheduled appointment with the Benson Housing Authority will be sent a notice of termination of the process for eligibility.

The Benson Housing Authority will allow the family to reschedule for good cause.

Generally, no more than one opportunity will be given to reschedule without good cause,

and no more than two opportunities will be given for good cause. When good cause exists for missing an appointment, the Benson Housing Authority will work closely with the family to find a more suitable time. Applicants will be offered the right to informal

review before being removed from the waiting list.

9.7 Notification of Negative Actions

Any applicant whose name is being removed from the waiting list will be notified by the Benson Housing Authority, in writing, that they have ten (10) calendar days from the date of the written correspondence to present mitigating circumstances or request an informal review. The letter will also indicate that their name will be removed from the waiting list if they fail to respond within the time frame specified. The Benson Housing Authority system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. If an applicant claims that their failure to respond to a request for information or updates was caused by a disability, the Benson Housing Authority will verify that

there is in fact a disability and the disability caused the failure to respond, and provide a reasonable accommodation. An example of a reasonable accommodation would be to reinstate the applicant on the waiting list based on the date and time of the original application.

10.0 Tenant Selection and Assignment Plan

10.1 Preferences

The Benson Housing Authority will select families based on the following local preferences:

LOCAL PREFERENCES: Preferences will always be given to the elderly, handicapped and disabled. Other preferences will be given in the order listed below. Applicant must qualify for the preference at the time of selection. An applicant loses the preference if the situation has changed or cannot be documented. If two or more applicants have identical preferences, selection will be made on an equal basis in order of application date and time.

27. Eligible elderly, handicapped, and disabled persons.
28. Eligible elderly, handicapped, and disabled applicants within HUD guidelines for very low income. Twenty five units at Westwood Manor have been granted a waiver of the very low income guidelines due to the number of vacancies. Applicants for this housing can be low income range.
29. Near Elderly
30. Singles

Additional Local Preferences:

- a. Involuntary Displacement – may be public or private displacement which has occurred or will be occurring within 6 months of verification. Types of Involuntary Displacement are:
 31. Government Action by U.S., State, or Local Unit including code enforcement, public improvement or development;
 32. Natural Disaster such as a fire or flood which results in the applicant's unit being uninhabitable. Verification of government or disaster displacement is obtained from an appropriate government agency;
 33. Displacement by inaccessibility of unit: An applicant family is involuntarily displaced if: 1) a member of the family has a mobility or other impairment that makes the person unable to use critical elements of the unit; and 2) the owner is not legally obligated to make changes to the unit that would make critical elements accessible to the disabled person as a reasonable accommodation;
 34. Owner's Action, that is, beyond the applicant's ability to control

or prevent, occurs despite an applicant’s having met all conditions of occupancy, and is other than a rent increase or eviction (for cause). The reason for a tenant’s involuntary displacement by owner action (but are not limited to): Conversion of the unit to non-rental or non-residential use; closing of the unit for rehab, or any reason owner wants the unit for personal or family use or occupancy; sale of the unit, which requires the unit to be vacant when possession is transferred; any other legally authorized act that results or will result in withdrawal of the unit from the rental market; an owner’s decision not to renew an applicant’s lease. Verification of owner action is obtained from the owner or his agent.

An applicant loses the preference if they obtain “standard replacement housing” before selection. This is housing that is: a) Decent, safe and sanitary; b) Adequate for the family size; c) Permanent and occupied pursuant to a lease or occupancy agreement.

5. Domestic Violence of a recent of Continuing Nature which results in

the applicant: vacating a unit because of domestic violence; or living in a unit with an individual who engages in such domestic violence.

violence

a. “Domestic violence” means actual or threatened physical directed against one or more members of the applicant spouse or other member of the applicant’s household.

family by a

b. For an applicant to qualify as involuntarily displaced because of domestic violence;

occurred

1. The HRA must determine that the domestic violence recently or is of a continuing nature; and
2. The applicant **must certify** that the person who engaged

in

such violence **will not** reside with the applicant family

unless

the HRA has given advance written approval. If the

family is

admitted , the HRA may deny or terminate assistance to

the

family for breach of this certification.

For Domestic Abuse Displacement, replacement housing does not include a shelter or the return to the abuser’s residence.

Verification of Domestic Violence Displacement is accomplished through written Confirmation from police, social service agencies, courts, clergymen, physicians, or public or private shelters or counseling facilities.

- a. Substandard Housing Preference is given for residents of inadequate housing and for the homeless.

35. A Housing Unit is substandard if it:

- a. Is dilapidated;
- b. Does not have operable indoor plumbing;
- c. Does not have useable flush toilet inside the unit for the exclusive use of the family;
- d. Does not have useable bathtub or shower inside the unit for the exclusive use of the family;
- e. Does not have electricity or has unsafe or inadequate electrical service;
- f. Does not have a safe or adequate source of heat;
- g. Should, but does not, have a kitchen, or;
- h. Has been declared unfit for human habitation by an agency or unit of government.

36. A Housing Unit is dilapidated if:

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

Verification of Substandard Housing is by a written statement from a local government agency or the applicant's landlord.

C. The Homeless Family includes any person or family that: Lack a fixed, regular and adequate nighttime residence; and also has a primary nighttime residence that is a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing); an institution providing temporary residence for a person intending to be institutionalized, or; a public or private place not designed for or intended for use as sleeping accommodations for human beings.

A” Homeless Family” does not include individuals imprisoned or detained by an Act of Congress of a State Law.

Verification of a Homeless Condition is obtained through written confirmation from a public or private shelter or from the local police department or social service agency.

Rent Burden – Given to families or individuals paying more than 50% if their income for rent for at lease 90 days.

D. The definition of rent includes:

1. The monthly amount due under a lease of occupancy agreement between a family and the family’s current landlord. Verification is by canceled checks or money orders, copies of rental documents or through the landlord.
2. The cost of family-purchase utilities determined, at the option of the applicant, either by : The PHA utility allowance , or; The average monthly utility payments actually made for the most recent 12 months, or other appropriate period, reduced by any amounts paid by an energy assistance program. Verification is by bills, receipts, or through the utility company.
3. A manufactured home and pad. Total “rent” includes the mortgage payment, pad rental, and utilities. Verification is by mortgage documents, rental agreements, and utility bills.
4. Charges under the occupancy agreement between members and a cooperative. Verification is by copy of an occupancy agreement.

An application does not qualify for a “Rent Burden” preference if: 1) the applicant has been paying more than 50% of income for rent for less than 90 days; and 2) the applicant is paying more than 50 % of income of family rent for a unit because the applicant’s housing assistance for occupancy of the unit , under any of the following programs, has been terminated because of the applicant’s refusal to comply with applicable program policies and procedures on the occupancy of under occupied and over crowed units. (The Section 8 programs or Public Housing programs under the United States Housing Act of 1936; the Rent Supplement Program under Section 101 of the Housing and Urban Development Act of 1965; or Rental Assistance Payments under Section 236(f) (2) of the National Housing Act.).

An applicant may claim qualifications for a Local Preference by certifying to the Benson HRA that the family qualifies for a Local Preference. The HRA must accept this

certification, unless the HRA verifies that the applicant is not qualified for Local Preference.

PROHIBITION OF PREFERENCE: If an applicant was evicted for drug-related criminal activity the HRA may not give preference to an applicant if any member of the family is a person who was evicted during the past three (3) years because of drug-related criminal activity from housing assisted under the 1937 Housing Act Program. However; the HRA may give an admission preference in any of the following cases:

27. The HRA determines that the evicted person has successfully competed a rehabilitation program approved by the HRA;
28. The HRA determines that the evicted person clearly did not participate in or know about the drug related activity;
29. The HRA determines that the evicted person no longer participates in any drug-related criminal activity.

VERIFICATION OF LOCAL PREFERENCES: Before an applicant is admitted on the basis of a Local preference, the applicant must provide information needed by the HRA to verify that the applicant qualifies for a Local preference because of the applicant's current status. Once the HRA has verified an applicant's qualification for a Local preference, the HRA need not require the applicant to provide information needed by the HRA to verify such qualifications again unless:

- a. The HRA determines reverification is desirable because a long time has passed since verification; or
- b. The HRA has reasonable grounds to believe that the applicant no longer qualifies for a Local preference.

RESTRICTIONS ON AN APPLICANT'S PREFERENCE STATUS:

1. Applicants must qualify for a preference at the time of selection. An applicant loses the preference if they obtain "standard replacement housing" before selection. This would be housing that is: Decent, safe, and sanitary; Adequate for the family size. (the PHA occupancy standard defines "adequate" size); Permanent and occupied pursuant to a lease or occupancy agreement.
2. An applicant is not involuntarily displaced if they moved from an assisted unit because of failure to comply with program policies on under or over occupancy.
3. The "rent burden" preference does not apply if the applicant is now paying more than 50% of income for rent because assistance was terminated for failure to comply with program policies on under or over-occupancy.
4. Single room occupancy units are not considered substandard.

Applicants who do not qualify for the Local preference are placed next on the waiting list arranged by date and time of application and are selected only after all Local preference applicants according to HUD Policies.

The Authority in selecting eligible applicants to fill available units of suitable size shall give second consideration to the HUD APPROVED LOWER INCOME RANGE AND WILL FOLLOW THE SAME LOCAL PREFERENCES AS APPLIED TO THE HUD APPROVED VERY LOW INCOME RANGE satisfying the HUD directive that 40% of the admissions each year be at 30% or less of median income.

27. Individual and families displaced by a natural disaster in a declared disaster area, or by governmental action.

28. *The urgency of housing needs. In determining need the following will be considered:*
 - a. *The degree of substandard factors present in the existing housing of the applicant.*
 - b. *The gross rent paid for present housing as a percentage of annual income.*
 - c. *Domestic Violence of a Recent or Continuing Nature.*
 - d. *Homeless Family*
29. *Date and time of application.*

EFFECT OF CURRENT RESIDENCE IN ASSISTED HOUSING: *No applicant is to be denied a Local preference for which the family otherwise qualified on the basis that the applicant already resides in assisted housing; for example, the actual condition of the housing unit must be considered, or the possibility of involuntary displacement resulting from domestic violence must be evaluated.*

NOTICE AND OPPORTUNITY FOR A MEETING WHERE LOCAL PREFERENCE IS DENIED

27. *If the HRA determines that an Applicant does not qualify for a Local preference claimed by the applicant, the HRA must promptly give the applicant written notice of the determination. The notice must contain a brief statement of the reasons for the determination, and state that the applicant has the right to meet an HRA representative to review the determination. The meeting may be conducted by any person or persons designated by the HRA, who may be an officer or employee of the HRA, including the person who made or reviewed the determination or a subordinate employee.*

- B. *The Applicant may exercise other rights if the Applicant believes that he/she has been Discriminated against on the basis or race, color, religion, sex, national origin, age, disability; or familial status*

Based on the above preferences, all families in preference one will be offered housing before families in preference two, all families in preference two will be offered housing before families in preference three, and all families in preference three will be offered housing before all families in preference four.

The date and time of application will be noted and utilized to determine the sequence within the above prescribed preferences.

Notwithstanding the above, families who are elderly, disabled, or displaced or near elderly will be offered housing before other single persons.

Buildings Designed for the Elderly and Disabled: Preference will be given to elderly and disabled families. If there are no elderly or disabled families on the list, preference will then be given to near-elderly families. If there are no near-elderly families on the waiting list, units will be offered to families who qualify for the appropriate apartment size using these priorities, families will be selected from the waiting list using the preferences as outlined above.

Accessible Units: Accessible units will be first offered to families who may benefit from the accessible features. Applicants for these units will be selected utilizing the same preference system as outlined above. If there are no applicants who would benefit from the accessible features, the units will be offered to other applicants in the order that their names come to the top of the waiting list. Such applicants, however, must sign a release form stating they will accept a transfer (at the HRA expense to another apartment in that building) if, at a future time, a

family requiring an accessible feature applies. Any family required to transfer will be given a 30-day notice.

10.2 Assignment of Bedroom Sizes

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

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
Small 1 bdrm, PVM	1	2
Large 1 bdrm, all others	1	2
2 – caretaker units	2	4

27. Dwelling should be assigned so that, except possibly in the case of infants and very young children, the parent (s) has a separate bedroom.
 28. The age, sex, and relationship of the members of the family will be taken into consideration in assigning unit sizes; persons of different generations, persons of the opposite sex (other than married couples, or couples who have a martial type relationship), and unrelated adults, will be assigned separate bedrooms. In any case, minors of the opposite sex, six years or older, will not be required to share the same bedroom.
- C. Units will be assigned so that the living room is not used for sleeping purposes. In order to prevent underutilization of space and permit efficient and economical use of scarce housing resources, the above mentioned standards will determine the number of bedrooms required to accommodate a family of a given size.

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

Such standards may be waived when a vacancy problem exists and it is necessary to achieve or maintain full occupancy by temporarily assigning a family to a large size unit, or a different unit type, such as a handicapped adapted unit, than is required. Such family shall be advised that they will be transferred to the proper type of size unit as soon as one becomes available. In no event should waiver

action be taken to assign smaller units to families than established in the maximums.

10.3 Selection From the Waiting List

The Benson Housing Authority shall follow the statutory requirement that at least 40% of newly admitted families in any fiscal year be families whose annual income is at or below 30% of the area median income. To insure this requirement is met we shall quarterly monitor the incomes of newly admitted families and the incomes of the families on the waiting list. If it appears that the requirement to house extremely low-income families will not be met, we will skip higher income families on the waiting list to reach extremely low-income families.

If there are not enough extremely low-income families on the waiting list we will conduct outreach on a non-discriminatory basis to attract extremely low-income families to reach the statutory requirement.

10.4 DECONCENTRATION POLICY

It is Benson Housing Authority's policy to provide for deconcentration of poverty and encourage income mixing by bringing higher income families into lower income developments and lower income families into higher income developments. Toward this end, we will skip families on the waiting list to reach other families with a lower or higher income. We will accomplish this in a uniform and non-discriminating manner.

The Benson Housing Authority will affirmatively market our housing to all eligible income groups. Lower income residents will not be steered toward lower income developments and higher income people will not be steered toward higher income developments.

Prior to the beginning of each fiscal year, we will analyze the income levels of families residing in each of our developments, the income levels of census tracts in which our developments are located, and the income levels of the families on the waiting list. If the average income (adjusted for unit sizes) at one development varies from the agency wide average by more than 50%, the Benson HRA will offer incentives to eligible applicants to accept unit assignments which will reduce the disparity. (Benson HRA Board Resolution #99-9). Based on this analysis, we will determine the level of marketing strategies and deconcentration incentives to implement. The worksheet for the analysis can be found in **Appendix 1**.

10.5 Deconcentration Incentives

The Benson Housing Authority may offer one or more incentives to encourage

applicant families whose income classification would help to meet the deconcentration goals of a particular development.

Various incentives may be used at different times, or under different conditions, but will always be provided in a consistent and nondiscriminatory manner. Some of these may include: skip ahead on the waiting list or the Housing Authority will waive the payment of the Security Deposit. These incentives will only be used if the HRA as a problem meeting the deconcentration goals.

10.6 Offer of a Unit

When the Benson Housing Authority discovers that a unit will become available, we will contact the first family on the waiting list who has the highest priority for this type of unit or development and whose income category would help to meet the deconcentration goal and/or the income targeting goal.

The Benson Housing Authority will contact the family first by telephone to make the unit offer. If the family cannot be reached by telephone, the family will be notified of a unit offer via first class mail. The family will be given five (5) business days from the date the letter was mailed to contact the Benson Housing Authority regarding the offer. If the letter is mailed outside of Swift County a family will be given 10 business days from the date the letter was mailed to contact the Benson Housing Authority .

The family will be offered the opportunity to view the unit. After the opportunity to view the unit, the family will have two (2) business days to accept or reject the unit. This verbal offer and the family's decision must be documented in the tenant file. If the family rejects the offer of the unit, the Benson Housing Authority will send the family a letter documenting the offer and the rejection.

10.7 Rejection of Unit

If in making the offer to the family the Benson Housing Authority skipped over other families on the waiting list in order to meet their deconcentration goal or offered the family any other deconcentration incentive and the family rejects the unit, the family will not lose their place on the waiting list and will not be otherwise penalized.

If the Benson Housing Authority did not skip over other families on the waiting list to reach this family, did not offer any other deconcentration incentive, and the family rejects the unit without good cause, the family will forfeit their application's date and time. The family will keep their preferences, but the date and time of application will be changed to the date and time the unit was rejected.

If the family rejects with good cause any unit offered, they will not lose their place on the waiting list. Good cause includes reasons related to health, proximity to work, school, and childcare (for those working or going to school). The family will be offered the right to an informal review of the decision to alter their application status.

10.8 Acceptance of Unit

The family will be required to sign a lease that will become effective no later than three (3) business days after the date of acceptance or the business day after the day the unit becomes available, whichever is later.

Prior to signing the lease all families (head of household) and other adult family members will be required to attend the Lease and Occupancy Orientation. The family will not be housed if they have not attended the orientation. Applicants who provide prior notice of an inability to attend the orientation will be rescheduled. Failure of an applicant to attend the orientation, without good cause, may result in the cancellation of the occupancy process.

A lease will be signed and dated by the head of the household and other adult family members. The head of the household is the person who assumes legal and moral responsibility for the household. The lease is to be current at all times and must be compatible with Authority Policies, Federal regulations, and state and local law. Notices of Rent Adjustments will be issued to amend the dwelling lease. This procedure provides formal acknowledgment of the rent change and must be signed by both parties.

The applicant will be provided a copy of the lease, the grievance procedure, utility allowances, utility charges, house rules, supportive assisted living services, the current schedule of routine maintenance charges, and a request for reasonable accommodation form. These documents will be explained in detail. Such schedules, rules and regulations may be modified from time to time, provided that at least thirty days written notice is given each affected tenant setting forth the proposed modification, the reasons for each change, and providing the tenant an opportunity to present written comments which shall be taken into consideration prior to the proposed modifications becoming effective. A copy of such notice shall be: delivered directly or mailed to each tenant; or posted in at least three conspicuous places within each building in which the affected dwelling units are located, as well as in the Authority Office. The applicant will sign a certification that they have received these documents and that they have reviewed them with Housing Authority personnel. The certification will be filed in the tenant's file.

The head of household and all adult family members will be required to execute the lease prior to admission. One executed copy of the lease will be furnished to the head of household and the Benson Housing Authority will retain the original executed lease in the tenant's file. A copy of the grievance procedure will be attached to the resident's copy of the lease.

The family will pay a security deposit at the time they accept the unit, but not later than at the time of lease signing. The security deposit for tenants is \$300.00 and the Pet deposit for a dog, cat, or for a one or two birds in one cage is \$300.00 (see appendix B). Note only one pet is allowed per apartment.

In exceptional situations, the Benson Housing Authority reserves the right to allow a new resident to pay their security deposit in up to three (3) payments. One third shall be paid in advance, one third with their second rent payment, and one third with their third rent payment. This shall be at the sole discretion of the Housing Authority.

In the case of a move within public housing, the security deposit for the first unit will be transferred to the second unit. Additionally, if the security deposit for the second unit is greater than that for the first, the difference will be collected from the family. Conversely, if the security deposit is less, the difference will be refunded to the family.

In the event there are costs attributable to the family for bringing the first unit into condition for re-renting, the family shall be billed for these charges.

11.0 Income, Exclusions From Income, and Deductions From Income

To determine annual income, the Benson Housing Authority counts the income of all family members, excluding the types and sources of income that are specifically excluded. Once the annual income is determined, the Benson Housing Authority subtracts all allowable deductions (allowances) to determine the Total Tenant Payment.

11.1 Income

Annual income means all amounts, monetary or not, that:

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- C. Are not specifically excluded from annual income.

Annual income includes, but is not limited to:

- A. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services.

- B. The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness are not used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession is included in income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the family.
- C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness are not 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 is included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income includes 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.
- D. The full amount of periodic amounts 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 amount or prospective monthly amounts for the delayed start of a periodic amount. (However, deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts are excluded.)
- E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation, and severance pay. (However, lump sum additions such as insurance payments from worker's compensation are excluded.)
- F. Welfare assistance.
 - 1. 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 consists of:
 - a. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

- 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 ratably reduced from the standard of need by applying a percentage, the amount calculated under this requirement is the amount resulting from one application of the percentage.
- 2. If the amount of welfare is reduced due to an act of fraud by a family member or because of any family member's failure to comply with requirements to participate in an economic self-sufficiency program or work activity, the amount of rent required to be paid by the family will not be decreased. In such cases, the amount of income attributable to the family will include what the family would have received had they complied with the welfare requirements and/or had not committed an act of fraud.
- 3. If the amount of welfare assistance is reduced as a result of a lifetime time limit, the reduced amount is the amount that shall be counted as income.
- G. Periodic and determinable allowances, such as alimony, child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling.
- H. All regular pay, special pay, and allowances of a member of the Armed Forces. (Special pay to a member exposed to hostile fire is excluded.)

11.2 Annual income

Annual income does not include the following:

- A. Income from employment of children (including foster children) under the age of 18 years;
- B. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- C. 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;
- D. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

- E. Income of a live-in aide;
- F. The full amount of student financial assistance paid directly to the student or to the educational institution;
- G. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- H. The amounts received from the following programs:
 - 1. Amounts received under training programs funded by HUD;
 - 2. Amounts received by a person with a disability that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
 - 3. Amounts received by a participant in other publicly assisted programs that are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and that are made solely to allow participation in a specific program;
 - 4. Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;
 - 5. Incremental earnings and benefits resulting to any family member from participation in qualifying State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives and are excluded only for the period during which the family member participates in the employment training program;
 - 6. Temporary, nonrecurring or sporadic income (including gifts);
 - 7. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

8. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
9. Adoption assistance payments in excess of \$480 per adopted child;
10. For family members who enrolled in certain training programs prior to 10/1/99, the earnings and benefits resulting from the participation if the program provides employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, State, or local law during the exclusion period. For purposes of this exclusion the following definitions apply:
 - a. Comparable Federal, State or local law means a program providing employment training and supportive services that:
 - i. Is authorized by a Federal, State or local law;
 - ii. Is funded by the Federal, State or local government;
 - iii. Is operated or administered by a public agency; and
 - iv. Has as its objective to assist participants in acquiring employment skills.
 - b. Exclusion period means the period during which the family member participates in a program described in this section, plus 18 months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the family member is terminated from employment with good cause, the exclusion period shall end.
 - c. Earnings and benefits means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.
11. The incremental earnings due to employment during the 12-month period following date of hire shall be excluded. This exclusion (paragraph 11) will not apply for any family who concurrently is eligible for exclusio. Additionally, this exclusion is only available to the following families:
 - a. Families whose income increases as a result of employment of a family member who was previously unemployed for one or more years.

- b. Families whose income increases during the participation of a family member in any family self-sufficiency program.
- c. Families who are or were, within 6 months, assisted under a State TANF program. TANF includes both regular monthly income and one-time benefits and/or services that total at least \$500 over a six month period.(24CFR 960.255(a)(iii))

(While HUD regulations allow for the housing authority to offer an escrow account in lieu of having a portion of their income excluded under this paragraph, it is the policy of this housing authority to provide the exclusion in all cases.) The percentage of incremental earnings to be excluded during the second 12 months after the date of first employment is 50%.

- 12. Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts;
- 13. Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;
- 14. Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
- 15. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits. These exclusions include:
 - a. The value of the allotment of food stamps
 - b. Payments to volunteers under the Domestic Volunteer Services Act of 1973
 - c. Payments received under the Alaska Native Claims Settlement Act
 - d. Income from sub marginal land of the U.S. that is held in trust for certain Indian tribes
 - e. Payments made under HHS's Low-Income Energy Assistance Program

- f. Payments received under the Job Training Partnership Act
- g. Income from the disposition of funds of the Grand River Band of Ottawa Indians
- h. The first \$2000 per capita received from judgment funds awarded for certain Indian claims
- i. Amount of scholarships awarded under Title IV including Work Study
- j. Payments received under the Older Americans Act of 1965
- k. Payments from Agent Orange Settlement
- l. Payments received under the Maine Indian Claims Act
- m. The value of child care under the Child Care and Development Block Grant Act of 1990
- n. Earned income tax credit refund payments
- o. Payments for living expenses under the Americorps Program
- p. Additional income exclusions provided by and funded by the Benson Housing Authority

The Benson Housing Authority will not provide exclusions from income in addition to those already provided for by HUD.

11.3 Deductions from annual income

The following deductions will be made from annual income:

- A. \$480 for each dependent;
- B. \$400 for any elderly family or disabled family;
- C. The sum of the following, to the extent the sum exceeds three (3) percent of annual income:
 - 29. Unreimbursed medical expenses of any elderly family or disabled family; and
 - 30. Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family

(including the member who is a person with disabilities) to be employed, but this allowance may not exceed the earned income received by family members who are 18 years or older who are able to work because of such attendant care or auxiliary apparatus.

D. Reasonable childcare expenses necessary to enable a member of the family to be employed or to further his or her education. This deduction shall not exceed the amount of employment income that is included in annual income.

a. RECEIPT OF A LETTER OR NOTICE FROM HUD CONCERNING INCOME

A. If a public housing resident receives a letter or notice from HUD concerning the amount or verification of family income, the letter shall be brought to the Benson HRA Office for income verification within thirty (30) days of receipt by the resident.

b. The Executive Director shall reconcile any difference between the amount reported by the resident and the amount listed in the HUD communication. This shall be done as promptly as possible.

c. After the reconciliation is complete, the Benson Housing Authority shall adjust the resident's rent beginning at the start of the next month unless the reconciliation is completed during the final five (5) days of the month and then the new rent shall take effect on the first day of the second month following the end of the current month. In addition, if the resident had not previously reported the proper income, the Benson Housing Authority shall do one of the following:

1. Immediately collect the back rent due to the agency;
2. Establish a repayment plan for the resident to pay the sum due to the agency;
3. Terminate the lease and evict for failure to report income;
- or
4. Terminate the lease, evict for failure to report income, and collect the back rent due to the agency.

d. COOPERATING WITH WELFARE AGENCIES

The Benson Housing Authority will make its best efforts to enter into cooperation agreements with local welfare agencies under which the welfare agencies will agree:

- e. To target assistance, benefits and services to families receiving assistance in the public housing program to achieve self-sufficiency; and
- f. To provide written verification to the Benson Housing

12.0 Verification

The Benson Housing Authority will verify information related to waiting list preferences, eligibility, admission, and level of benefits prior to admission. Periodically during occupancy, items related to eligibility and rent determination shall also be reviewed and verified. Income, assets, and expenses will be verified, as well as disability status, need for a live-in aide and other reasonable accommodations; full time student status of family members 18 years of age and older; Social Security numbers; and citizenship/eligible noncitizen status. Age and relationship will only be verified in those instances where needed to make a determination of level of assistance.

12.1 Acceptable Methods of Verification

Age, relationship, U.S. citizenship, and Social Security numbers will generally be verified with documentation provided by the family. For citizenship, the family's certification will be accepted. (Or for citizenship documentation such as listed below will be required.) Verification of these items will include photocopies of the Social Security cards and other documents presented by the family, the INS SAVE approval code, and forms signed by the family.

Other information will be verified by third party verification. This type of verification includes written documentation with forms sent directly to and received directly by a source, not passed through the hands of the family. This verification may also be direct contact with the source, in person or by telephone. It may also be a report generated by a request from the Benson Housing Authority or automatically by another government agency, i.e. the Social Security Administration. Verification forms and reports received will be contained in the applicant/tenant file. Oral third party documentation will include the same information as if the documentation had been written, i.e. name date of contact, amount received, etc.

When third party verification cannot be obtained, the Benson Housing Authority will accept documentation received from the applicant/tenant. Hand-carried documentation will be accepted if the Benson Housing Authority has been unable to obtain third party verification in a 4-week period of time. Photocopies of the documents provided by the family will be maintained in the file.

When neither third party verification nor hand-carried verification can be obtained, the Benson Housing Authority will accept a notarized statement signed by the head, spouse or co-head. Such documents will be maintained in the file.

12.2 Types of verification

The chart below outlines the factors that may be verified and gives common examples of the verification that will be sought. To obtain written third party verification, the Benson Housing Authority will send a request form to the source along with a release form signed by the applicant/tenant via first class mail or via fax machine.

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
General Eligibility Items		
Social Security Number	Letter from Social Security, electronic reports	Social Security card
Citizenship	N/A	Signed certification, voter's registration card, birth certificate, etc.
Eligible immigration status	INS SAVE confirmation #	INS card
Disability	Letter from medical professional, SSI, etc	Proof of SSI or Social Security disability payments
Full time student status (if >18)	Letter from school	For high school students, any document evidencing enrollment
Need for a live-in aide	Letter from doctor or other professional knowledgeable of condition	N/A
Child care costs	Letter from care provider	Bills and receipts
Disability assistance expenses	Letters from suppliers, care givers, etc.	Bills and records of payment
Medical expenses	Letters from providers, prescription record from pharmacy, medical professional's letter stating assistance or a companion animal is needed	Bills, receipts, records of payment, dates of trips, mileage log, receipts for fares and tolls
Value of and Income from Assets		

Verification Requirements for Individual Items		
Item to Be Verified	3 rd party verification	Hand-carried verification
Savings, checking accounts	Letter from institution	Passbook, most current statements
CDS, bonds, etc	Letter from institution	Tax return, information brochure from institution, the CD, the bond
Stocks	Letter from broker or holding company	Stock or most current statement, price in newspaper or through Internet
Real property	Letter from tax office, assessment, etc.	Property tax statement (for current value), assessment, records or income and expenses, tax return
Personal property	Assessment, bluebook, etc	Receipt for purchase, other evidence of worth
Cash value of life insurance policies	Letter from insurance company	Current statement
Assets disposed of for less than fair market value	N/A	Original receipt and receipt at disposition, other evidence of worth
Income		
Earned income	Letter from employer	Multiple pay stubs
Self-employed	N/A	Tax return from prior year, books of accounts
Regular gifts and contributions	Letter from source, letter from organization receiving gift (i.e., if grandmother pays day care provider, the day care provider could so state)	Bank deposits, other similar evidence
Alimony/child support	Court order, letter from source, letter from Human Services	Record of deposits, divorce decree
Periodic payments (i.e., social security, welfare, pensions, workers compensation, unemployment)	Letter or electronic reports from the source	Award letter, letter announcing change in amount of future payments

Non-citizen students on student visas, though in the country legally, are not eligible to be admitted to public housing.

Any family member who does not choose to declare their status must be listed on the statement of non-eligible members.

If no family member is determined to be eligible under this section, the family's eligibility will be denied.

The family's assistance will not be denied, delayed, reduced, or terminated because of a delay in the process of determining eligible status under this section, except to the extent that the delay is caused by the family.

If the Benson Housing Authority determines that a family member has knowingly permitted an ineligible non-citizen (other than any ineligible non-citizens listed on the lease) to permanently reside in their public housing unit, the family will be evicted. Such family will not be eligible to be readmitted to public housing for a period of 24 months from the date of eviction or termination.

12.4 Verification of Social Security Numbers

Prior to admission, each family member who has a Social Security number and who is at least 6 years of age must provide verification of their Social Security number. New family members at least 6 years of age must provide this verification prior to being added to the lease. Children in assisted households must provide this verification at the first regular reexamination after turning six.

The best verification of the Social Security number is the original Social Security card. If the card is not available, the Benson Housing Authority will accept letters from the Social Security Agency that establishes and states the number. Documentation from other governmental agencies will also be accepted that establishes and states the number. Driver's licenses, military IDs, passports, or other official documents that establish and state the number are also acceptable.

If an individual states that they do not have a Social Security number, they will be required to sign a statement to this effect. The Benson Housing Authority will not require any individual who does not have a Social Security number to obtain a Social Security number.

If a member of an applicant family indicates they have a Social Security number, but cannot readily verify it, the family cannot be housed until verification is provided.

If a member of a tenant family indicates they have a Social Security number, but cannot readily verify it, they shall be asked to certify to this fact and shall have up to sixty (60) days to provide the verification. If the individual is at least 62 years

of age, they will be given one hundred and twenty (120) days to provide the verification. If the individual fails to provide the verification within the time allowed, the family will be evicted.

12.5 Timing of Verification

Verification information must be dated within ninety (90) days of certification or reexamination. If the verification is older than this, the source will be contacted and asked to provide information regarding any changes.

When an interim reexamination is conducted, the Housing Authority will only verify and update those elements reported to have changed.

12.6 Frequency of Obtaining Verification

For each family member, citizenship/eligible non-citizen status will be verified only once. This verification will be obtained prior to admission. If the status of any family member was not determined prior to admission, verification of their status will be obtained at the next regular reexamination. Prior to a new member joining the family, their citizenship/eligible non-citizen status will be verified.

For each family member age 6 and above, verification of Social Security number will be obtained only once. This verification will be accomplished prior to admission. When a family member who did not have a Social Security number at admission receives a Social Security number, that number will be verified at the next regular reexamination. Likewise, when a child turns six, their verification will be obtained at the next regular reexamination.

13.0 Determination of Total Tenant Payment and Tenant Rent

13.1 Family choice

At admission and each year in preparation for their annual reexamination, each family is given the choice of having their rent determined under the formula method and using the ceiling rent (this will discontinue effective October 1, 2002) if applicable, or having their rent set at the flat rent amount.

- A. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they would otherwise undergo.
- B. Families who opt for the flat rent may request to have a reexamination and return to the formula based method at any time for any of the following reasons:
 - 1. The family's income has decreased.

2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.
3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.

13.2 The Formula Method

The total tenant payment is equal to the highest of:

27. 10% of monthly income;
28. 30% of adjusted monthly income; or Ceiling Rent (discontinued 10/1/2002)
29. The minimum rent of \$0.00

D. If the family is receiving payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of those payments which is so designated. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this provision is the amount resulting from one application of the percentage.

In the case of a family who has qualified for the income exclusion at Section 11.2(H)(11), upon the expiration of the 12-month period described in that section, an additional rent benefit accrues to the family. If the family member's employment continues, then for the 12-month period following the 12-month period of disallowance, the resulting rent increase will be capped at 50 percent of the rent increase the family would have otherwise received.

13.3 MINIMUM RENT

The Benson Housing Authority has set the minimum rent at **\$0.00**. However if the family requests a hardship exemption, the Benson Housing Authority will immediately suspend the minimum rent for the family until the Housing Authority can determine whether the hardship exists and whether the hardship is of a temporary or long-term nature.

- A. A hardship exists in the following circumstances:
1. When the family has lost eligibility for or is waiting for an eligibility determination for a Federal, State, or local assistance program;
 2. When the family would be evicted as a result of the imposition of the minimum rent requirement;
 3. When the income of the family has decreased because of changed

circumstances, including loss of employment;

4. When the family has an increase in expenses because of changed circumstances, for medical costs, childcare, transportation, education, or similar items;
 5. When a death has occurred in the family.
- B. No hardship. If the Housing Authority determines there is no qualifying hardship, the minimum rent will be reinstated, including requiring back payment of minimum rent for the time of suspension.
- C. Temporary hardship. If the Housing Authority reasonably determines that there is a qualifying hardship but that it is of a temporary nature, the minimum rent will not be imposed for a period of 90 days from the date of the family's request. At the end of the 90-day period, the minimum rent will be imposed retroactively to the time of suspension. The Housing Authority will offer a repayment agreement in accordance with the Section 19 of this policy for any rent not paid during the period of suspension. During the suspension period the Housing Authority will not evict the family for nonpayment of the amount of tenant rent owed for the suspension period.
- D. Long-term hardship. If the Housing Authority determines there is a long-term hardship, the family will be exempt from the minimum rent requirement until the hardship no longer exists.
- E. Appeals. The family may use the grievance procedure to appeal the Housing Authority's determination regarding the hardship. No escrow deposit will be required in order to access the grievance procedure.

13.4 The Flat Rent

The Benson Housing Authority has set a flat rent for each public housing unit. In doing so, it considered the size and type of the unit, as well as its condition, amenities, services, and neighborhood. The Benson Housing Authority determined the market value of the unit and set the rent at the market value. The amount of the flat rent will be reevaluated annually and adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family (for more information on flat rents, see Section 15.3). (Also see appendix A for Flat rent)

The Benson Housing Authority will post the flat rents at each of the developments and at the central office and are incorporated in this policy upon approval by the Board of Commissioners.

13.5 CEILING RENT

The Benson Housing Authority has set a ceiling rent for each public housing unit using the amounts from the HUD table for Section 8 Fair Market Rents for Swift County.. The amount of the ceiling rent will be reevaluated annually and the adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family. This type of rent will be phased out within three years according to (24 CFR Parts 5, 960,966, and 984 dated 4/30/1999). Ceiling Rents will be phased out effective 10/01/2002. At that time the ceiling rents will be adjusted to the same level as Flat rents and will be known as Flat rents. Utility allowances are deducted from Ceiling Rents.

The Benson Housing Authority will post the ceiling rents at each of the developments and at the central office and are incorporated in this policy upon approval by the Board of Commissioners. (See appendix A).

13.6 Rent for Families under the Noncitizen Rule

A mixed family will receive full continuation of assistance if all of the following conditions are met:

- A. The family was receiving assistance on June 19, 1995;
- B. The family was granted continuation of assistance before November 29, 1996;
- C. The family's head or spouse has eligible immigration status; and
- D. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for temporary deferral of termination of assistance to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision, the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three (3) years. If granted after that date, the maximum period of time for assistance under the provision is eighteen (18) months. The Benson Housing Authority will grant each family a period of six (6) months to find suitable affordable housing. If the family cannot find suitable affordable housing, the Benson Housing Authority will provide

additional search periods up to the maximum time allowable.

Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

The family's assistance is prorated in the following manner:

- A. Determine the 95th percentile of gross rents (tenant rent plus utility allowance) for the Benson Housing Authority. The 95th percentile is called the maximum rent.
- B. Subtract the family's total tenant payment from the maximum rent. The resulting number is called the maximum subsidy.
- C. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.
- D. Subtract the prorated subsidy from the maximum rent to find the prorated total tenant payment. From this amount subtract the full utility allowance to obtain the prorated tenant rent.

13.7 Utility allowance

The Benson Housing Authority shall establish a utility allowance for all check-metered utilities and for all tenant-paid utilities. The allowance will be based on a reasonable consumption of utilities by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. In setting the allowance, the Benson Housing Authority will review the actual consumption of tenant families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy-efficient appliances, etc). Allowances will be evaluated at least annually as well as any time utility rate changes by 10% or more since the last revision to the allowances.

The utility allowance will be subtracted from the family's formula, Ceiling Rent, or flat rent to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family (Westwood Manor) owes each month to the Benson Housing Authority. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belongs to the tenant.

For Benson Housing Authority paid utilities, the Benson Housing Authority will monitor the utility consumption of each household. Any consumption in excess of

the allowance established by the Benson Housing Authority will be billed to the tenant monthly. (Park View Manor)

For current Utility Allowance see appendix C.

Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions based on changes in consumption or other reasons shall become effective at each family's next annual reexamination.

Families with high utility costs are encouraged to contact the Benson Housing Authority for an energy analysis. The analysis may identify problems with the dwelling unit that once corrected will reduce energy costs. The analysis can also assist the family in identifying ways they can reduce their costs.

Requests for relief from surcharges for excess consumption of Benson Housing Authority purchased utilities or from payment of utility supplier billings in excess of the utility allowance for tenant-paid utility costs may be granted by the Benson Housing Authority on reasonable grounds. Requests shall be granted to families that include an elderly member or a member with disabilities. Requests by the family shall be submitted under the Reasonable Accommodation Policy. Families shall be advised of their right to individual relief at admission to public housing and at time of utility allowance changes.

EXCESS UTILITY CONSUMPTION: *Where the utilities are included in the contract rent, the Authority will charge each tenant for utility usage in excess of necessary amounts. These charges will be determined by the HRA by contacting the area utility suppliers and determining the cost for actual usage. The amount will then be determined by the HRA. The residents will be notified of these changes according to HUD Guidelines. These charges are due and payable in the HRA Office in addition to their monthly rental payment.*

EXCESS UTILITY CHARGES: Tenants utilizing the follow appliances and/or services are required to pay the following amounts:

Headbolt Heaters: When in use, \$10.00 per month NOVEMBER-MARCH

Or \$1.00 per day.

Units Check-metered: Electrical charges exceeding the established base will be

Billed quarterly at the current utility rate. MN014001

(See Appendix D)

13.8 PAYING RENT

Rent and other charges are due and payable on the first day of the month. All rents should be paid at **(Benson HRA Office between the first and fifth of the month**

during regular business hours or at Westwood Manor between 10:30 a.m. and 12 p.m. on the third of the month). Reasonable accommodations for this requirement will be made for persons with disabilities. As a safety measure, no cash shall be accepted as a rent payment

If the rent is not paid by the fifth of the month, it will be considered delinquent, unless a written agreement had been made with the HRA Office prior to the first of the month requesting an extension of the due date. If the tenant fails to make payment by the fifth day of the month, or the date of the written agreement, a late notice will be sent; if the rent has not been paid by the tenth day of the month, a second late notice will be sent; if the rent has not been paid by the 15th day of the month a third late notice will be sent along with an eviction notice.

14.0 Continued Occupancy and Community Service

14.1 General

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

14.2 Exemptions

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

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

part A title IV of the Social Security Act, or TANF, or under any other State welfare program, including welfare-to-work and who are in compliance with that program

14.3 Notification of THE Requirement

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

The Benson Housing Authority shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. The Benson Housing Authority shall verify such claims.

The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexamination on or after 4/1/01. For family's paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

14.4 Volunteer Opportunities

Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance resident self-sufficiency, and/or increase the self-responsibility of the resident within the community.

An economic self-sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, work fare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).

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

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

14.5 The Process

At the first annual reexamination on or after April 1, 2001, and each annual reexamination thereafter, the Benson Housing Authority will do the following:

- A. Provide a list of volunteer opportunities to the family members.
- B. Provide information about obtaining suitable volunteer positions.
- C. Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.
- D. Assign family members to a volunteer coordinator (the Benson HRA Office Assistant) who will assist the family members in identifying appropriate volunteer positions and in meeting their responsibilities. The volunteer coordinator will track the family member's progress monthly and will meet with the family member as needed to best encourage compliance.
- E. Thirty (30) days before the family's next lease anniversary date, the volunteer coordinator will advise the Benson Housing Authority whether each applicable adult family member is in compliance with the community service requirement.

14.6 Notification of Non-compliance with Community Service Requirement

The Benson Housing Authority will notify any family found to be in noncompliance of the following:

- A. The family member(s) has been determined to be in noncompliance;
- B. That the determination is subject to the grievance procedure; and
- C. That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed or will be terminated;

14.7 Opportunity for cure

The Benson Housing Authority will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement. The first hours a resident earns goes toward the current commitment until the current year's commitment is made.

The volunteer coordinator will assist the family member in identifying volunteer opportunities and will track compliance on a monthly basis.

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement to perform community service by more than three (3) hours after three (3) months, the Benson Housing Authority shall take action to terminate the lease.

15.0 Recertifications

At least annually, the Benson Housing Authority will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family is housed in the correct unit size.

15.1 General

The Benson Housing Authority will contact them personally or send a notification letter to the family letting them know that it is time for their annual reexamination, giving them the option of selecting either the flat rent or formula method, and scheduling an appointment if they are currently paying a formula rent. If the family thinks they may want to switch from a flat rent to a formula rent, they should request an appointment. At the appointment, the family can make their final decision regarding which rent method they will choose. The letter also includes, for those families paying the formula method, forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability that they may contact staff to request an accommodation of their needs.

During the appointment, the Benson Housing Authority will determine whether family composition may require a transfer to a different bedroom size unit, and if so, the family's name will be placed on the transfer list.

15.2 MISSED APPOINTMENTS

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the Benson Housing Authority taking eviction actions against the family.

15.3 Flat Rents

The annual letter to flat rent payers regarding the reexamination process will state the following:

- A. Each year at the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the formula amount.
- B. The amount of the flat rent
- C. A fact sheet about formula rents that explains the types of income counted, the most common types of income excluded, and the categories of allowances that can be deducted from income.
- D. Families who opt for the flat rent will be required to go through the income reexamination process every three years, rather than the annual review they otherwise would undergo.
- E. Families who opt for the flat rent may request to have a reexamination and return to the formula-based method at any time for any of the following reasons:
 - 1. The family's income has decreased.
 - 2. The family's circumstances have changed increasing their expenses for child care, medical care, etc.
 - 3. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.
- F. The dates upon which the Benson Housing Authority expects to review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.
- G. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.
- H. A certification for the family to sign accepting or declining the flat rent.

Each year prior to their anniversary date, Benson Housing Authority will send a reexamination letter to the family offering the choice between a flat or a formula rent. The opportunity to select the flat rent is available only at this time. At the appointment, the Benson Housing Authority may assist the family in identifying the rent method that would be most advantageous for the family. If the family wishes to select the flat rent method without meeting with the Benson Housing Authority representative, they may make the selection on the form and return the form to the Benson Housing Authority. In such case, the Benson Housing

Authority will cancel the appointment.

15.4 THE income METHOD

During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, the Benson Housing Authority will determine the family's annual income and will calculate their rent as follows.

The total tenant payment is equal to the highest of:

- A. 10% of monthly income;
- B. 30% of adjusted monthly income; or Ceiling Rent (expires 10/1/2002)
- C. The welfare rent.

The family will pay the greater of the total tenant payment or the minimum rent of **\$0.00**, but never more than the ceiling rent.

15.5 Effective Date of Rent Changes for Annual Reexaminations

The new rent will generally be effective upon the anniversary date with thirty(30) days notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will be effective the first of the month after the month in which the family receives a 30-day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first of the month after the rent amount is determined.

15.6 Interim Reexaminations

During an interim reexamination, only the information affected by the changes being reported will be reviewed and verified.

Families will not be required to report any increase in income or decreases in allowable expenses between annual reexaminations.

Families are required to report the following changes to the Benson Housing

Authority between regular reexaminations. If the family's rent is being determined under the formula method, these changes will trigger an interim reexamination. The family shall report these changes within ten (10) days of their occurrence.

- A. A member has been added to the family through birth or adoption or court-awarded custody.
- B. A household member is leaving or has left the family unit.

In order to add a household member other than through birth or adoption (including a live-in aide), the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete an application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security number if they have one and must verify their citizenship/eligible immigrant status. (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family.) The new family member will go through the screening process similar to the process for applicants. This includes the screening for methamphetamine offenders and sex offenders which is mandated by statute. The Benson Housing Authority will determine the eligibility of the individual before adding them to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, their name will be added to the lease. At the same time, if the family's rent is being determined under the formula method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with paragraph below 15.8.

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, the Benson Housing Authority will take timely action to process the interim reexamination and recalculate the tenant's rent. If a social security adjustment has been made since the last recertification and the medicare cost has increased, therefore increasing the medical expense, both the new social security amount, SSI adjustment, or other pension cost of living adjustments will be put into the requested review, along with the medicare adjustment and with additional other medical expense.

15.7 Special Reexaminations

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income (0 renters) or have a temporary decrease in income, the Benson Housing Authority may schedule special reexaminations every sixty (60) days until the income stabilizes and an annual income can be determined.

15.8 Effective Date of Rent Changes Due to Interim or Special Reexaminations

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family causes a delay, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction and any delay is beyond the control of the family, the reduction will be effective the first of the month after the interim reexamination should have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

16.0 Unit Transfers

16.1 Objectives of the Transfer Policy

The objectives of the Transfer Policy include the following:

- A. To address emergency situations.
- B. To fully utilize available housing resources while avoiding overcrowding by insuring that each family occupies the appropriate size unit.
- C. To facilitate a relocation when required for modernization or other management purposes.
- D. To facilitate relocation of families with inadequate housing accommodations.
- E. To provide an incentive for families to assist in meeting the Benson Housing Authority's de-concentration goal.
- F. To eliminate vacancy loss and other expense due to unnecessary transfers.

16.2 Categories of Transfers

Category 1: Emergency transfers. These transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members. Such situations may involve defects of the unit or the building in which it is located, the health condition of a family member, a hate crime, the safety of witnesses to a crime, or a law enforcement matter particular to the neighborhood.

Category 2: Immediate administrative transfers. These transfers are necessary in order to permit a family needing accessible features to move to a unit with such a feature or to enable modernization work to proceed.

Category 3: Regular administrative transfers. These transfers are made to offer incentives to families willing to help meet certain Benson Housing Authority occupancy goals, to correct occupancy standards where the unit size is inappropriate for the size and composition of the family, to allow for non-emergency but medically advisable transfers, and other transfers approved by the Benson Housing Authority when a transfer is the only or best way of solving a serious problem.

16.3 Documentation

When the transfer is at the request of the family, the family may be required to provide third party verification of the need for the transfer.

16.4 Incentive transfers

Transfer requests will be encouraged and approved for families who live in a development where their income category (below or above 30% of area median) predominates and wish to move to a development where their income category does not predominate.

Families living in multifamily developments have the opportunity to transfer to another multifamily development, or to scattered-site housing. Families approved for such transfers will meet the following eligibility criteria:

- A. Have been a tenant for three years;
- B. For a minimum of one year, at least one adult family member is enrolled in an economic self-sufficiency program or is working at least thirty-five (35) hours per week, the adult family members are 62 years of age or older or are disabled or are the primary care givers to others with disabilities;
- C. Adult members who are required to perform community service have been current in these responsibilities since the inception of the requirement or for one year which ever is less;
- D. The family is current in the payment of all charges owed the Benson Housing Authority and has not paid late rent for at least one year;
- E. The family passes a current housekeeping inspection and does not have any record of housekeeping problems during the last year;
- F. The family has not materially violated the lease over the past two years by

disturbing the peaceful enjoyment of their neighbors, by engaging in criminal or drug-related activity, or by threatening the health or safety of tenants or Housing Authority staff.

- G. Participates in a series of classes conducted by the Benson Housing Authority on basic home and yard care.

16.5 Processing Transfers

Transfers on the waiting list will be sorted by the above categories and within each category by date and time.

Transfers in category A and B will be housed ahead of any other families, including those on the applicant waiting list. Transfers in category A will be housed ahead of transfers in category B.

Transfers in category C will be housed along with applicants for admission at a ratio of one transfer for every seven admissions.

Upon offer and acceptance of a unit, the family will execute all lease up documents and pay any rent and/or security deposit within two (2) days of being informed the unit is ready to rent. The family will be allowed a reasonable time to move not to exceed sixty (60) days to complete a transfer. The family will be responsible for paying rent at the old unit as well as the new unit for any period of time they have possession of both. The prorated rent and other charges (key deposit and any additional security deposit owing) must be paid at the time of lease execution.

The following is the policy for the rejection of an offer to transfer:

- A. If the family rejects with good cause any unit offered, they will not lose their place on the transfer waiting list.
- B. If the transfer is being made at the request of the Benson Housing Authority and the family rejects two offers without good cause, the Benson Housing Authority will take action to terminate their tenancy. If the reason for the transfer is that the current unit is too small to meet the Benson Housing Authority's optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed two people per living/sleeping room.
- C. If the transfer is being made at the family's request and the rejected offer provides de-concentration incentives, the family will maintain their place on the transfer list and will not otherwise be penalized.
- D. If the transfer is being made at the family's request, the family may, without good cause and without penalty, turn down one offer that does not

include de-concentration incentives. After turning down a second such offer without good cause, the family's name will be removed from the transfer list.

16.6 Cost of the family's move

The cost of the transfer generally will be borne by the family in the following circumstances:

- A. When the transfer is made at the request of the family or by others on behalf of the family (i.e. by the police or social service agency);
- B. When the transfer is needed to move the family to an appropriately sized unit, either larger or smaller;
- C. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved (The family without disabilities signed a statement to this effect prior to accepting the accessible unit); or
- D. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

The cost of the transfer will be borne by the Benson Housing Authority in the following circumstances:

- A. When the transfer is needed in order to carry out rehabilitation activities; or
- B. When action or inaction by the Benson Housing Authority has caused the unit to be unsafe or inhabitable.

The responsibility for moving costs in other circumstances will be determined on a case by case basis.

16.7 Tenants in good standing

When the transfer is at the request of the family, it will not be approved unless the family is in good standing with the Benson Housing Authority. This means the family must be in compliance with their lease, current in all payments to the Housing Authority, and must pass a housekeeping inspection.

16.8 Transfer Requests

A tenant may request a transfer at any time by completing a transfer request form. This also applies to the transfer of car parking areas. In considering the request,

the Benson Housing Authority may request a meeting with the tenant to better understand the need for transfer and to explore possible alternatives. The Benson Housing Authority will review the request in a timely manner and if a meeting is desired, it shall contact the tenant within ten (10) business days of receipt of the request to schedule a meeting.

The Benson Housing Authority will grant or deny the transfer request in writing within ten (10) business days of receiving the request or holding the meeting, or when a unit becomes available, whichever is later.

If the transfer is approved, the family's name will be added to the transfer waiting list.

If the transfer is denied, the denial letter will advise the family of their right to utilize the grievance procedure.

16.9 Right of the Benson Housing Authority in transfer policy

The provisions listed above are to be used as a guide to insure fair and impartial means of assigning units for transfers. It is not intended that this policy will create a property right or any other type of right for a tenant to transfer or refuse to transfer.

17.0 Inspections

An authorized representative of the Benson Housing Authority and an adult family member will inspect the premises prior to commencement of occupancy. A written statement of the condition of the premises will be made, all equipment will be provided, and the statement will be signed by both parties with a copy retained in the Benson Housing Authority file and a copy given to the family member. An authorized Benson Housing Authority representative will inspect the premises at the time the resident vacates and will furnish a statement of any charges to be made provided the resident turns in the proper notice under State law. The resident's security deposit can be used to offset any payment due to the Benson Housing Authority regarding damages to the unit or HRA property caused by the tenant.

17.1 Move-in Inspections

A representative of the Benson Housing Authority and an adult member of the family will inspect the unit prior to signing the lease. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the tenant file.

17.2 Annual Inspections

The Benson Housing Authority will inspect each public housing unit annually to

ensure that each unit meets the Benson Housing Authority's housing standards. Work orders will be submitted and completed to correct any deficiencies.

17.3 Preventive maintenance inspections

This is generally conducted along with the annual inspection. This inspection is intended to keep items in good repair. It checks weatherization; checks the condition of the smoke detectors, GFI outlets, emergency call bells, appliances, door closers, grouting in the tile in the showers, condition of the cupboards, doors, walls, and flooring; checks for leaks; and provides an opportunity to change range hood filters; window maintenance; faucet maintenance; and provide other minor servicing that extends the life of the unit and its equipment.

17.4 Special Inspections

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by the Benson Housing Authority.

17.5 Housekeeping Inspections

Generally, at the time of annual reexamination, or at other times as necessary, the Benson Housing Authority will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition.

17.6 Notice of inspection

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections the Benson Housing Authority will give the tenant at least two (2) days written advance notice.

17.7 Emergency Inspections

If any employee and/or agent of the Benson Housing Authority has reason to believe that an emergency exists within the housing unit, the unit can be entered without notice. The person(s) that enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

17.8 Pre-move-out Inspections

When a tenant gives notice that they intend to move, the Benson Housing Authority will offer to schedule a pre-move-out inspection with the family. The inspection allows the Benson Housing Authority to help the family identify any problems which, if left uncorrected, could lead to vacate charges. This inspection is a courtesy to the family and has been found to be helpful both in reducing costs

to the family and in enabling the Benson Housing Authority to ready units more quickly for the future occupants.

17.9 Move-out Inspections

The Benson Housing Authority conducts the move-out inspection after the tenant vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the tenant is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit.

18.0Pet PolicySECTION XXIII. PET POLICY

18.1 EXCLUSIONS

This policy does not apply to animals that are used to assist persons with disabilities.

Certification must be provided that an animal has been trained to assist the disabled. Certified assistive animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors.

18.2 PETS IN public housing

The Benson Housing Authority will allow for pet ownership in projects or buildings with the written pre-approval of the Housing Authority which includes completing the Authorization for Pet Ownership Form. The pet owner shall register his/her pet with PHA Management, sign an amendment to his lease and shall continue to do so annually at the time of Annual Recertification.

18.3 Approval

Residents must have prior written approval of the Benson HRA by signing a Lease Addendum; and paying the Security Deposit for a pet before moving a pet into their unit. Residents must request approval on the Authorization for Pet Ownership Form that must be fully completed before the Housing Authority will approve the request. The Pet deposit shall be held by the Benson HRA until the resident moves out and will be fully refunded with interest, according to State Law, provided that no pet related damage has been done to the premises. Amounts necessary to repair such damage or fumigation if necessary shall be deducted from the rental and pet deposit.

18.4 Types and Number of Pets

The Benson Housing Authority will allow only domesticated dogs, cats, birds, and

fish in aquariums in units. All dogs and cats must be neutered. Birds may be one single bird or a pair of birds in one cage.

Only one (1) pet is allowed per apartment.

Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will not be allowed. Reptiles are prohibited.

Pets cannot be kept, bred or used for any commercial purpose.

Size Limitation:

The residents must be able to carry the animal that is his pet.

18.5 Inoculations, license, and identification requirements for dogs and cats

In accordance with City Ordinance, each dog shall be licensed annually and shall wear a valid animal license tag at all times. In addition, a dog owned by a resident shall wear at all times a valid rabies inoculation tag and an identification tag bearing the owner's name, address, and telephone number. Each dog owner shall be required to have his/her dog re-inoculated against rabies no less than every thirty six (36) months.

A cat owned by a resident shall wear at all times a valid rabies inoculation tag and an identification tag bearing the owner's name, address and telephone number. Each cat owner shall be required to have his/her cat re-inoculated against rabies no less than every twelve (12) months.

In order to be registered, pets must be appropriately inoculated against rabies, distemper and other conditions prescribed by state and/or local ordinances. They must comply with all other state and local public health, animal control, and anti-cruelty laws including any licensing requirements. A certification signed by a licensed veterinarian shall be annually filed with the Benson HRA to attest to the inoculations.

SPAYING OR NEUTERING REQUIREMENTS – Each female dog and cat over six (6) months of age shall be spayed and each male dog or cat over eight (8) months of age shall be neutered.

18.6 Pet Deposit

A pet deposit of \$300 is required at the time of registering a pet (dog, cat, or one cage with a bird or a pair of birds). The deposit is refundable when the pet or the family vacate the unit, less any amounts owed due to damage beyond normal wear

and tear.

18.7 Financial Obligation of Residents

Any resident who owns or keeps a pet in their dwelling unit will be required to pay for any damages caused by the pet, including the cost of fumigating or cleaning their units. In exchange for this right, resident assumes full responsibility and liability for the pet and agrees to hold the Benson Housing Authority harmless from any claims caused by an action or inaction of the pet.

18.8 Nuisance or Threat to Health or Safety

The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas.

Repeated substantiated complaints by neighbors or Benson Housing Authority personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance will result in the owner having to remove the pet or move him/herself.

Pets who make noise (barking, howling, growling, chirping, biting, chewing, scratching or other such activities) continuously and/or incessantly for a period of 10 minutes or intermittently for one half hour or more to the disturbance of any person at any time of day or night shall be considered a nuisance.

Each dog or cat shall be kept on leash and/or carried when being taken outside of the owner's apartment. The dog or cat shall always be accompanied by, and in the direct control of an adult. Only one (1) dog or one (1) cat at a time shall be allowed in the elevator.

A pet owner shall physically control or confine his/her pet during the times when PHA employees, agents of the PHA or others must enter the pet owner's apartments to conduct business, provide services, enforce lease terms, etc.

Unattended Pets:

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

Improperly Cared for Pets:

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

18.9 Designation of Pet areas

Pets must be kept in the owner's apartment or on a leash at all times when outside (no outdoor cages may be constructed). Pets will be allowed only in designated areas on the grounds of the projects. Pet owners must clean up after their pets and are responsible for disposing of pet waste. This area is the north side of the concrete patio at Westwood Manor and the area by the parking lot on the east side of the building at Park View Manor. Building entrance areas, walkways, and parking lots are to be avoided as places for pets to deposit wastes. Each cat owner shall provide a litter box for his/her cat. Each litter box shall be kept within the pet owner's apartment. No less than every other day, the litter box shall be cleaned and accumulated wastes properly wrapped and disposed of in the containers provided.

In no event shall pet wastes or litter box material be disposed of through sinks, toilets or trash chutes.

Pet Bathing Restrictions:

The bathing of a pet shall not be permitted in the building's laundry or in a tub/shower room.

Pet Enclosure Restrictions:

A pet owner shall not alter the physical structure of his/her apartment or apartment balcony, if applicable, in order to create an enclosure for a pet.

Miscellaneous Rules:

With the exception of assistive animals no pet shall be allowed in the community room, laundry rooms, public restrooms, lobby (other than to pass through), beauty shop, hallways, T. V. Room, maintenance room, or any office at Park View or Westwood Manors. The pet owner shall not take a pet into the apartment of another resident without the explicit permission of that resident.

To accommodate residents who have medically certified allergic or phobic reactions to dogs, cats, or other pets, those pets may be barred from certain wings (or floors) in our buildings. This shall be implemented based on demand for this service.

18.10 Visiting Pets

Pets that meet the size and type criteria outlined above may visit the projects/buildings where pets are allowed for up to two weeks without Benson Housing Authority approval. Tenants who have visiting pets must abide by the conditions of this policy regarding health, sanitation, nuisances, and peaceful enjoyment of others. If visiting pets violate this policy or cause the tenant to violate the lease, the tenant will be required to remove the visiting pet.

18.11 REMOVAL OF PETS

In the event of illness or death of pet owner, or in the case of an emergency which would prevent the pet owner from properly caring for the pet, the Benson Housing Authority has permission to call the emergency caregiver designated by the resident or the local Pet Law Enforcement Agency to take the pet and care for it until family or friends would claim the pet and assume responsibility for it. Any expenses incurred will be the responsibility of the pet owner.

The Benson Housing Authority, or an appropriate community authority, shall require the removal of any pet from a project if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the project or of other persons in the community where the project is located.

Resident who violate any of the preceding conditions shall be subject to the following actions by the Benson HRA:

27. If a Pet caused harm to any person, the pet's owner shall be required to permanently remove the pet from building within twenty-four (24) hours of written notice from the Benson HRA. Said pet owner may also be subject to termination of his/her dwelling lease.
28. A pet owner who violates any other conditions of this policy may be required to remove his/her pet from the building within ten (10) days of written notice from the Benson HRA. Said pet owner may also be subject to termination of his/her lease.

The Benson Housing Authority Grievance Procedure shall be applicable to all individual grievances or disputes arising out of violations of this policy.

PARK VIEW MANOR AND WESTWOOD MANOR PET COMMITTEES:

The Pet Committee shall consist of the Floor Captains in the Resident's Council at each building. The Pet Committee: shall promote and facilitate the reasonable and satisfactory co-existence of residents and pets; may in the event of non-compliance by any pet owner, recommend to the PHA management the appropriate action to be taken against said pet owner; and may make recommendations to the building Resident's Council, and the PHA's concerning policies and procedures related to pets and pet owners.

19.0 Repayment Agreements

When a resident owes the Benson Housing Authority back charges and is unable to pay the balance by the due date, the resident may request that the Benson Housing Authority allow them to enter into a Repayment Agreement. The Benson Housing Authority has the sole discretion of whether to accept such an agreement. All Repayment Agreements must assure that the full payment is made within a period not to exceed twelve (12) months. All Repayment Agreements must be in writing and signed by both parties. Failure to comply with the Repayment Agreement terms may subject the Resident to eviction procedures.

20.0 Termination

20.1 Termination By Tenant

The tenant may terminate the lease at any time upon submitting a one month plus one day written notice as defined in the Lease Agreement. If the tenant vacates prior to the end of the notice period, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.

20.2 Termination By the Housing Authority

Twelve months after the Benson Housing Authority has implemented the mandated Community Service Requirement, it will not renew the lease of any non-exempt family that is not in compliance with the Community Service Requirement or approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin.

The Benson Housing Authority will terminate the lease for serious or repeated violations of material lease terms. Such violations include but are not limited to the following:

- A. Nonpayment of rent or other charges;
- B. A history of late rental payments;
- C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
- D. Failure to allow inspection of the unit;
- E. Failure to maintain the unit in a safe and sanitary manner;
- F. Assignment or subletting of the premises;
- G. Use of the premises for purposes other than as a dwelling unit (other than for housing authority approved resident businesses);
- H. Destruction of property;
- I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- J. Any criminal activity on the property or drug-related criminal activity on or off the premises. This includes but is not limited to the manufacture of methamphetamine on the premises of the Benson Housing Authority;

- K. Non-compliance with Non-Citizen Rule requirements;
- L. Permitting persons not on the lease to reside in the unit more than fourteen (14) days each year without the prior written approval of the Housing Authority; and
- M. Pattern of illegal use of a controlled substance and/or alcohol abuse that the HRA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents
- N. Other good cause.

The Benson Housing Authority will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a State sex offender registration program.

20.3 Abandonment

The Benson Housing Authority will consider a unit to be abandoned when a resident has both fallen behind in rent **AND** has clearly indicated by words or actions an intention not to continue living in the unit.

When a unit has been abandoned, a Benson Housing Authority representative may enter the unit and remove any abandoned property. It will be stored in a reasonably secure place. The HRA then has a claim against the resident for reasonable costs and expenses incurred in removing the property and in storing and caring for the property and the HRA can collect from the resident all moving and storage costs. A notice will be mailed to the resident stating where the property is being stored and when it will be sold. If the Benson Housing Authority does not have a new address for the resident, the notice will be mailed to the unit address so it can be forwarded by the post office.

The Benson Housing Authority may sell or otherwise dispose of the property sixty (60) days after the Benson HRA receives actual notice of abandonment or sixty (60) days after it reasonably appears to the HRA that the resident has abandoned the premises, whichever date occurs last. At least fourteen (14) days prior to the sale, the HRA agrees to make reasonable efforts to notify the resident of the sale by sending written notice of the sale by certified mail, return receipt requested, to the resident's last known address or likely living quarters if that is known by the HRA. The HRA shall also post a notice of sale in a clearly visible place on the premises for at least two weeks before the sale. The HRA may use the money from the sale to pay off any debts the residents owes the HRA.

Personal papers, family pictures, and keepsakes can be sold or disposed of at the same time as other property.

Any money raised by the sale of the property goes to cover money owed by the family to the Benson Housing Authority such as back rent and the cost of storing and selling the goods. If there is any money left over and the family's forwarding address is known the Benson Housing Authority will mail it to the family. If the family's address is not known, the Benson Housing Authority will keep it for the resident for one year. If it is not claimed within that time, it belongs to the Benson Housing Authority.

Within **(twenty one)** days of learning of an abandonment, the Benson Housing Authority will either return the deposit or provide a statement of why the deposit is being kept.

20.4 Return of Security Deposit

After the Resident has deposited the Security Deposit with the Benson HRA, the HRA will hold the security deposit for the period the Tenant occupies the dwelling unit. The HRA will not use the Security Deposit for rent or other charges while the resident is living in the dwelling unit.

Within 21 days after the resident has permanently moved out of the dwelling unit the HRA shall return the Security Deposit with interest (5% simple interest per annum before October 1, 1984; 5.5% per annum thereafter; 4% simple interest per annum after April 27, 1992, thereafter the current rate as approved by Minnesota State Law minus whatever amount is needed to pay the cost of :

27. unpaid rent
28. repair of damages that exceed normal wear and tear (intentional or negligent damages to the unit caused by resident, household members or guests) as listed on the move-out Inspection Report; and
29. other charges due under the Lease as long as a forwarding address has been furnished to the HRA. Interest due begins on the first day of the month following the payment of the Security Deposit.

If the resident disagrees with the amounts deducted, the HRA agrees to meet with the Tenant to discuss the charges.

The Benson Housing Authority will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid within **(twenty-one days according to Minnesota State law)**.

20.0 *SPECIAL PROGRAMS*

ASSISTED LIVING PROGRAM: The Benson Housing Authority has contracted with Central Minnesota Senior Care as a provider for this service. This service is optional to each resident.

Assisted Living Services, as defined by Minnesota Statute section 256B.0911, refers to supportive services provided by a single vendor to two or more approved clients who

reside in apartments in the same apartment building of ten or more units. These services may include care coordination, the cost of preparing one or more nutritionally balanced meals per day, general oversight, and other supportive services which the vendor is licensed to provide according to sections of MN State Law 144A.43 to 144A.49.

Assisted Living Services are defined as up to twenty-four (24) hour supervision and oversight, supportive services, individualized home care aid tasks, and individualized home management tasks provided to residents of a residential center living in their apartments with full kitchens and bathroom.

Individualized mean that services are chosen and designed specifically for each resident's needs, rather than provided to offered to all residents regardless of their illness, disabilities, or physical conditions.

Supportive Services mean:

socialization (when socialization is part of the plan of care, has specific goals and outcomes established, and is not diversional or recreational in nature); assisted clients in setting up meetings and appointments; and providing transportation (when provided by the residential center only).

Home Care Aide Task means:

27. preparing modified diets, such as diabetic or low sodium diets;
 28. reminding resident to take regularly scheduled medications or perform exercises;
 29. household chores in the presence of technically sophisticated medical equipment or episodes of acute illness or infectious disease;
 30. household chores when the resident's care requires the prevention of exposure to infectious disease or containment of infectious disease; and
 31. assisting with dressing, oral hygiene, hair care, grooming, and bathing, if the resident is ambulatory and has no serious acute illness or infectious disease.
- Oral hygiene means care of teeth, gums, and oral prosthetic devices.

Home Management Tasks Mean:

32. housekeeping
33. laundry
34. preparation of regular snacks and meals; and
35. shopping

ELIGIBILITY CRITERIA

Applicants must:

- a. Reside in Park View Manor or Westwood Manor
- b. Have a complete Pre-Admission Screening
- c. Be someone for whom a safe and cost effective plan of care can be developed;
- d. Be able and willing to cooperate with the care plan;

- e. Be functionally oriented to the environment
- f. Be able to appropriately manage any incontinence
- g. Not have behaviors endangering to self or others
- h. Be able to transfer independently or have an available caregiver capable of completing a transfer.

Service direction shall be provided by the resident with oversight services provided by the Assisted Living provider.

On-going evaluation and/or assessment will be conducted by Swift County Family Service Agency to determine client/tenant eligibility.

Assisted Living Provider will inform the Benson Housing Authority of any problems relating to lease compliance by participants in the Assisted Living Program.

Residents receiving Assisted Living Services may be eligible for additional Medical Assistance (MA) home health and private duty nursing services and waiver services such as extended home health aid or extended skilled nursing services. Individuals receiving Assisted Living Services cannot receive additional homemaking and extended personal care assistant (PCA) services under the waiver as these services are provided as part of the Assisted Living Services.

Costs for rent and direct food costs will be covered by other resources such as retirement income, Minnesota Supplemental Aid (MSA) or Supplemental Security Income (SSI).

21.0 PUBLIC HOUSING GRIEVANCE PROCEDURE HOUSING AND REDEVELOPMENT AUTHORITY OF BENSON, MINNESOTA

1.0 RIGHT TO A HEARING

Upon the filing of a written request as provided in these procedures, a resident shall be entitled to a hearing before a Hearing Officer.

2.0 DEFINITIONS

For the purpose of this Grievance Procedure, the following definitions are applicable:

- A. **"Grievance"** shall mean any dispute which a resident may have with respect to the Benson Housing Authority's action or failure to act in accordance with the individual resident's lease or Authority regulations which adversely affect the individual resident's rights, duties, welfare or status. Grievance does not include any dispute a resident may have with the Authority concerning a termination of tenancy or eviction that involves any activity that threatens the health, safety, or right to peaceful enjoyment

of the Authority's public housing premises by other residents or employees of the Authority; or any violent or drug-related criminal activity on or off such premises; or any activity resulting in a felony conviction. Nor shall this process apply to disputes between residents not involving the Benson Housing Authority or to class grievances.

- B. **"Complainant"** shall mean any resident whose grievance is presented to the Benson Housing Authority or at the development management office in accordance with sections 3.0 and 4.0 of this procedure.
- C. **"Elements of Due Process"** shall mean an eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:
 - 1. Adequate notice to the resident of the grounds for terminating the tenancy and for eviction;
 - 2. Right of the resident to be represented by counsel;
 - 3. Opportunity for the resident to refute the evidence presented by the Authority including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the resident may have; and
 - 4. A decision on the merits.
- D. **"Hearing Officer"** shall mean a person selected in accordance with section 4.0 of these procedures to hear grievances and render a decision with respect thereto.
- E. **"Resident"** shall mean the adult person (or persons) other than a live-in aide:
 - 1. Who resides in the unit and who executed the lease with the Benson Housing Authority as lessee of the premises, or, if no such person now resides in the premises,
 - 2. Who resides in the unit and who is the remaining head of household of the resident family residing in the unit.
- F. **"Resident Organization"** includes a resident management corporation.
- G. **"Promptly"** (as used in section 3.0, and 4.0 (D)), shall mean within the time period indicated in a notice from Benson Housing Authority of a proposed action which would provide the basis for a grievance if the resident has received a notice of a proposed action from the agency.

3.0 PROCEDURES PRIOR TO A HEARING

Any grievance shall be promptly and personally presented, either orally or in writing, to the Benson Housing Authority office so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within fourteen (14) calendar days and one copy shall be given to the resident and one retained in the Authority's resident file. The summary shall specify the names of the participants, dates of the meeting, the nature of the proposed disposition of the complaint and the specific reasons therefor, and shall specify the procedures by which a hearing under these procedures may be obtained if the resident is not satisfied.

4.0 PROCEDURES TO OBTAIN A HEARING

4.1 Request for hearing

The resident shall submit a written request for a hearing to the Benson Housing Authority office within fourteen (14) calendar days from the date of the mailing of the summary of the discussion pursuant to section 3.0. The written request shall specify:

- A. The reasons for the grievance; and
- B. The action or relief sought.

4.2 Selection of a Hearing Officer

A grievance hearing shall be conducted by an impartial person appointed by the Benson Housing Authority other than a person who made or approved the action under review or a subordinate of such person.

The Benson Housing Authority shall annually submit a list of prospective hearing officers. This list shall be provided to any existing resident organization(s) for such organization's comments or recommendations. The Benson Housing Authority shall consider any comments or recommendations by a resident organization.

From this list, a hearing officer shall be selected.

4.3 Failure to request a hearing

If the resident does not request a hearing in accordance with this section, then the Benson Housing Authority's disposition of the grievance under section 3.0 shall become final. However, failure to request a hearing does not constitute a waiver by the resident of the right thereafter to contest the Benson Housing Authority's action in disposing of the complaint in an appropriate judicial proceeding.

4.4 Hearing prerequisite

All grievances shall be promptly presented in person, either orally or in writing, pursuant to the informal procedure prescribed in section 3.0 as a condition precedent to a hearing under this Section. However, if the resident can show good cause why there was failure to proceed in accordance with section 3.0 to the Hearing Officer, the provisions of this subsection may be waived by the Hearing Officer.

4.5 Escrow deposit

Before a hearing is scheduled in any grievance involving the amount of rent as defined in the lease which the Benson Housing Authority claims is due, the resident shall pay to the Benson Housing Authority an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The resident shall thereafter deposit monthly the same amount of the monthly rent in an escrow account held by the Benson Housing Authority until the complaint is resolved by decision of the Hearing Officer. Amounts deposited into the escrow account shall not be considered as acceptance of money for rent during the period in which the grievance is pending. In extenuating circumstances, the Benson Housing Authority may waive these requirements. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure. However, failure to make payment shall not constitute a waiver of any right the resident may have to contest the Benson Housing Authority's disposition of his grievance in any appropriate judicial proceeding.

If a grievance concerns the denial of a financial hardship exemption from the minimum rent requirement or the effect of welfare benefit reductions in the calculation of family income, the requirement for an escrow is waived.

4.6 Scheduling of hearings

Upon the resident's compliance with this section the Hearing Officer shall promptly schedule a hearing for a time and place reasonably convenient to both the resident and the Benson Housing Authority. A written notification specifying the time, place and the procedures governing the hearing shall be delivered to the resident and the appropriate agency official.

5.0 PROCEDURES GOVERNING THE HEARING

The resident shall be afforded a fair hearing, which shall include:

- A. The opportunity to examine before the grievance hearing any Authority documents, including records and regulations that are directly relevant to the hearing. The resident shall be provided a copy of any such document at the resident's expense. If the Benson Housing Authority does not make the document available for examination upon request by the resident, the Benson Housing Authority may not rely on such document at the grievance hearing.

- B. The right to be represented by counsel or other person chosen as the resident's representative and to have such person make statements on the resident's behalf;
- C. The right to a private hearing unless the resident requests a public hearing;
- D. The right to present evidence and arguments in support of the resident's complaint, to controvert evidence relied on by the Authority or development management, and to confront and cross examine all witnesses upon whose testimony or information the Benson Housing Authority or development management relies; and
- E. A decision based solely and exclusively upon the facts presented at the hearing.

The Hearing Officer may render a decision without holding a hearing if the Hearing Officer determines that the issue has been previously decided at another hearing.

If either the resident or Authority fails to appear at a scheduled hearing, the Hearing Officer may postpone the hearing for up to five business days or determine that the missing party has waived their right to a hearing. Both the Benson Housing Authority and the resident shall be notified of the Hearing Officer's decision. This decision shall not waive a resident's right to contest the disposition of the grievance in an appropriate judicial proceeding.

The following accommodation will be made for persons with disabilities:

- A. The Benson Housing Authority shall provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants.
- B. If the resident is visually impaired, any notice to the resident that is required by these procedures must be in an accessible format.

6.0 Informal Hearing Procedures for Denial of Assistance on the Basis of Ineligible Immigration Status

The participant family may request that the Benson Housing Authority provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The participant family must make this request within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

7.0 DECISION OF THE HEARING OFFICER

The Hearing Officer shall prepare a written decision, together with the reasons therefor, within fourteen (14) calendar days after the hearing. A copy of the decision shall be sent to the resident and the Benson Housing Authority. The Authority shall retain a copy of the decision in the resident's folder. A copy of such decision with all names and identifying references deleted shall also be maintained on file by the Benson Housing Authority and made available for inspection by a prospective complainant, his or her representative, or the Hearing Officer.

The decision of the Hearing Officer shall be binding on the Benson Housing Authority who shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Benson Housing Authority's Board of Commissioners determines within reasonable time, and promptly notifies the complainant of its determination, that:

- A. The grievance does not concern Benson Housing Authority action or failure to act in accordance with or involving the resident's lease or Authority regulations, which adversely affect the resident's rights, duties, welfare or status;
- B. The decision of the Hearing Officer is contrary to applicable Federal, State, or local law, Authority regulations, or requirements of the Annual Contributions Contract between the Authority and the U.S. Department of Housing and Urban Development.

A decision by the Hearing Officer or Board of Commissioners in favor of the Benson Housing Authority or which denies the relief requested by the resident in whole or in part shall not constitute a waiver of, nor affect in any manner whatsoever, any rights the resident may have to a trial do novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

GLOSSARY

50058 Form: The HUD form that housing authorities are required to complete for each assisted household in public housing to record information used in the certification and re-certification process and, at the option of the housing authority, for interim reexaminations.

1937 Housing Act: The United States Housing Act of 1937 (42 U.S.C. 1437 et seq.) (24 CFR 5.100)

Adjusted Annual Income: The amount of household income, after deductions for specified allowances, on which tenant rent is based. (24 CFR 5.611)

Adult: A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

Allowances: Amounts deducted from the household's annual income in determining adjusted annual income (the income amount used in the rent calculation). Allowances are given for elderly families, dependents, medical expenses for elderly families, disability expenses, and child care expenses for children under 13 years of age. Other allowance can be given at the discretion of the housing authority.

Annual Contributions Contract (ACC): The written contract between HUD and a housing authority under which HUD agrees to provide funding for a program under the 1937 Act, and the housing authority agrees to comply with HUD requirements for the program. (24 CFR 5.403)

Annual Income: All amounts, monetary or not, that:

- A. Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or
- B. Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- C. Are not specifically excluded from annual income.

Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access. (1937 Housing Act; 24 CFR 5.609)

Applicant (applicant family): A person or family that has applied for admission to a program but is not yet a participant in the program. (24 CFR 5.403)

As-Paid States: States where the welfare agency adjusts the shelter and utility component of the welfare grant in accordance with actual housing costs. Currently, the four as-paid States are New Hampshire, New York, Oregon, and Vermont.

Assets: The value of equity in savings, checking, IRA and Keogh accounts, real property, stocks, bonds, and other forms of capital investment. The value of necessary items of personal property such as furniture and automobiles are not counted as assets. (Also see "net family assets.")

Asset Income: Income received from assets held by family members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income. (See "imputed asset income" below.)

Ceiling Rent: Maximum rent allowed for some units in public housing projects.

Certification: The examination of a household's income, expenses, and family composition to determine the family's eligibility for program participation and to calculate the family's share of rent.

Child: For purposes of citizenship regulations, a member of the family other than the family head or spouse who is under 18 years of age. (24 CFR 5.504(b))

Child Care Expenses: Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to actively seek employment, be gainfully employed, or to further his or her education and only to the extent such amounts are not reimbursed. The amount deducted shall reflect reasonable charges for childcare. In the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of employment income that is included in annual income. (24 CFR 5.603(d))

Citizen: A citizen or national of the United States. (24 CFR 5.504(b))

Consent Form: Any consent form approved by HUD to be signed by assistance applicants and participants for the purpose of obtaining income information from employers and SWICAs, return information from the Social Security Administration, and return information for unearned income from the Internal Revenue Service. The consent forms may authorize the collection of other information from assistance applicants or participant to determine eligibility or level of benefits. (24 CFR 5.214)

Covered Families: Families who receive welfare assistance or other public assistance benefits ("welfare benefits") from a State or other public agency ("welfare agency") under a program for which Federal, State, or local law requires that a member of the family must participate in an economic self-sufficiency program as a condition for such assistance.

Decent, Safe, and Sanitary: Housing is decent, safe, and sanitary if it satisfies the applicable housing quality standards.

Department: The Department of Housing and Urban Development. (24 CFR 5.100)

Dependent: A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age or is a person with a disability or is a full-time student. (24 CFR 5.603(d))

Dependent Allowance: An amount, equal to \$480 multiplied by the number of dependents, that is deducted from the household's annual income in determining adjusted annual income.

Disability Assistance Expenses: Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. (24 CFR 5.603(d))

Disability Assistance Expense Allowance: In determining adjusted annual income, the amount of disability assistance expenses deducted from annual income for families with a disabled household member.

Disabled Family: A family whose head, spouse, or sole member is a person with disabilities; two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. (24 CFR 5.403(b)) (Also see "person with disabilities.")

Disabled Person: See "person with disabilities."

Displaced Family: A family in which each member, or whose sole member, is a person displaced by governmental action (such as urban renewal), or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. (24 CFR 5.403(b))

Displaced Person: A person displaced by governmental action or a person whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal disaster relief laws. [1937 Act]

Drug-Related Criminal Activity: Drug trafficking or the illegal use, or possession for personal use, of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

Economic Self-sufficiency Program: Any program designed to encourage, assist, train or facilitate the economic independence of HUD-assisted families or to provide work for such families. These programs for job training, employment counseling, work placement, basic skills training, education,, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant for work (including a substance abuse or mental health treatment program), or other work activities.

Elderly Family: A family whose head, spouse, or sole member is a person who is at least 62 years of age; two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides. (24 CFR 5.403)

Elderly Family Allowance: For elderly families, an allowance of \$400 is deducted from the household's annual income in determining adjusted annual income.

Elderly Person:A person who is at least 62 years of age. (1937 Housing Act)

Extremely low-income families: Those families whose incomes do not exceed 30% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish ceilings higher or lower than 30% of the median income for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.

Fair Housing Act: Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.). (24 CFR 5.100)

Family includes but is not limited to:

- A. A family with or without children;
- B. An elderly family;
- C. A near-elderly family;
- D. A disabled family;
- E. A displaced family;
- F. The remaining member of a tenant family; and
- G. A single person who is not an elderly or displaced person, a person with disabilities, or the remaining member of a tenant family. (24 CFR 5.403)

Family Members: All members of the household other than live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the lease.

Family Self-Sufficiency Program (FSS Program): The program established by a housing authority to promote self-sufficiency among participating families, including the coordination of supportive services. (24 CFR 984.103(b))

Flat Rent: A rent amount the family may choose to pay in lieu of having their rent determined under the formula method. The flat rent is established by the housing authority set at the lesser of the market value for the unit or the cost to operate the unit.

Families selecting the flat rent option have their income evaluated once every three years, rather than annually.

Formula Method: A means of calculating a family's rent based on 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under the formula method, rents may be capped by a ceiling rent. Under this method, the family's income is evaluated at least annually.

Full-Time Student: A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree. (24 CFR 5.603(d))

Head of Household: The adult member of the family who is the head of the household for purposes of determining income eligibility and rent. (24 CFR 5.504(b))

Household Members: All members of the household including members of the family, live-in aides, foster children, and foster adults. All household members are listed on the lease, and no one other than household members are listed on the lease.

Housing Assistance Plan: A housing plan that is submitted by a unit of general local government and approved by HUD as being acceptable under the standards of 24 CFR 570.

Imputed Income: For households with net family assets of more than \$5,000, the amount calculated by multiplying net family assets by a HUD-specified percentage. If imputed income is more than actual income from assets, the imputed amount is used as income from assets in determining annual income.

Imputed Welfare Income: The amount of annual income not actually received by a family, as a result of a specified welfare benefit reduction, that is nonetheless included in the family's annual income for purposes of determining rent.

In-Kind Payments: Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, baby sitting provided on a regular basis).

Income Method: A means of calculating a family's rent based on 10% of their monthly income, 30% of their adjusted monthly income, the welfare rent, or the minimum rent. Under the income method, rents may be capped by a ceiling rent. Under this method, the family's income is evaluated at least annually.

Interim (examination): A reexamination of a family income, expenses, and household composition conducted between the regular annual re-certifications when a change in a household's circumstances warrants such a reexamination.

Live-In Aide: A person who resides with one or more elderly persons, near-elderly

persons, or persons with disabilities and who:

- A. Is determined to be essential to the care and well being of the persons;
- B. Is not obligated for the support of the persons; and
- C. Would not be living in the unit except to provide the necessary supportive services. (24 CFR 5.403(b))

Low-Income Families: Those families whose incomes do not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80% of the median for the area on the basis of HUD's findings that such variations are necessary because of unusually high or low family incomes. (1937Act)

Medical Expenses: Medical expenses (of all family members of an elderly or disabled family), including medical insurance premiums, that are anticipated during the period for which annual income is computed and that are not covered by insurance. (24 CFR 5.603(d)). These expenses include, but are not limited to, prescription and non-prescription drugs, costs for doctors, dentists, therapists, medical facilities, care for service animals, transportation for medical purposes.

Mixed Family: A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status. (24 CFR 5.504(b))

Mixed Population Development: A public housing development, or portion of a development, that was reserved for elderly and disabled families at its inception (and has retained that character). If the development was not so reserved at its inception, the PHA obtained HUD approval to give preference in tenant selection for all units in the development (or portion of development) to elderly families and disabled families. These developments were formerly known as elderly projects.

Monthly Adjusted Income: One twelfth of adjusted income. (24 CFR 5.603(d))

Monthly Income: One twelfth of annual income. (24 CFR 5.603(d))

National: A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession. (24 CFR 5.504(b))

Near-Elderly Family: A family whose head, spouse, or sole member is a person who is at least 50 years of age but below the age of 62; two or more persons, who are at least 50 years of age but below the age of 62, living together; or one or more persons who are at least 50 years of age but below the age of 62 living with one or more live-in aides. (24 CFR 5.403(b))

Net Family Assets:

- A. Net cash value after deducting reasonable costs that would be incurred in disposing of real property, savings, stocks, bonds, and other forms of capital investment, excluding interests in Indian trust land and excluding equity accounts in HUD homeownership programs. The value of necessary items of personal property such as furniture and automobiles shall be excluded.
- B. 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.
- C. In determining net family assets, housing authorities or owners, as applicable, shall include the value of any business or family assets disposed of by an applicant or tenant for less than fair market value (including a disposition in trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or reexamination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than fair market value if the applicant or tenant receives important consideration not measurable in dollar terms. (24 CFR 5.603(d))

Non-Citizen: A person who is neither a citizen nor national of the United States. (24 CFR 5.504(b))

Occupancy Standards: The standards that a housing authority establishes for determining the appropriate number of bedrooms needed to house families of different sizes or composition.

Participant: A family or individual that is assisted by the public housing program.

Person with Disabilities: A person who:

- A. Has a disability as defined in 42 U.S.C. 423
- B. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
 - 1. Is expected to be of long-continued and indefinite duration;
 - 2. Substantially impedes his or her ability to live independently; and
 - 3. Is of such a nature that such ability could be improved by more suitable housing conditions, or

- C. Has a developmental disability as defined in 42 U.S.C. 6001.

This definition does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome. (1937 Act)

For purposes of qualifying for low-income housing, it does not include a person whose disability is based solely on any drug or alcohol dependence.

Previously Unemployed: This includes a person who has earned, in the 12 months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

Processing Entity: The person or entity that is responsible for making eligibility and related determinations and an income reexamination. In the public housing program, the processing entity is the responsibility entity.

Proration of Assistance: The reduction in a family's housing assistance payment to reflect the proportion of family members in a mixed family who are eligible for assistance. (24 CFR5.520)

Public Housing: Housing assisted under the 1937 Act, other than under Section 8. Public housing includes dwelling units in a mixed-finance project that are assisted by a PHA with capital or operating funds.

Public Housing Agency (PHA): Any State, county, municipality, or other governmental entity or public body (or agency or instrumentality thereof) which is authorized to engage in or assist in the development or operation of low-income housing under the 1937 Housing Act. (24 CFR 5.100)

Recertification: The annual reexamination of a family's income, expenses, and composition to determine the family's rent.

Remaining Member of a Tenant Family: A member of the family listed on the lease who continues to live in the public housing dwelling after all other family members have left. (Handbook 7565.1 REV-2, 3-5b.)

Responsible Entity: means the PHA administering the program under an ACC with HUD

Self-Declaration: A type of verification statement by the tenant as to the amount and source of income, expenses, or family composition. Self-declaration is acceptable verification only when third-party verification or documentation cannot be obtained.

Shelter Allowance: That portion of a welfare benefit (e.g., TANF) that the welfare agency designates to be used for rent and utilities.

Single Person: Someone living alone or intending to live alone who does not qualify as an elderly family, a person with disabilities, a displaced person, or the remaining member of a tenant family. (Public Housing: Handbook 7465.1 REV-2, 3-5)

Specified Welfare Benefit Reduction:

A reduction of welfare benefits by the welfare agency, in whole or in part, for a family member, as determined by the welfare agency, because of fraud by a family member in connection with the welfare program; or because of welfare agency sanction against a family member for noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

B. "Specified welfare benefit reduction" does not include a reduction or termination of welfare benefits by the welfare agency:

27. at the expiration of a lifetime or other time limit on the payment of welfare benefits;
28. because a family member is not able to obtain employment, even though the family member has complied with welfare agency economic self-sufficiency or work activities requirements; or
29. because a family member has not complied with other welfare agency requirements.

State Wage Information Collection Agency (SWICA): The State agency receiving quarterly wage reports from employers in the State or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information. (24 CFR 5.214)

Temporary Assistance to Needy Families (TANF): The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

Tenant: The person or family renting or occupying an assisted dwelling unit. (24 CFR 5.504(b))

Tenant Rent: The amount payable monthly by the family as rent to the housing authority. Where all utilities (except telephone) and other essential housing services are supplied by the housing authority or owner, tenant rent equals total tenant payment. Where some or all utilities (except telephone) and other essential housing services are

supplied by the housing authority and the cost thereof is not included in the amount paid as rent, tenant rent equals total tenant payment less the utility allowance. (24 CFR 5.603(d))

Third-Party (verification): Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.

Total Tenant Payment (TTP):

A. Total tenant payment for families whose initial lease is effective on or after August 1, 1982:

1. Total tenant payment is the amount calculated under Section 3(a)(1) of the 1937 Act which is the higher of :

- a. 30% of the family's monthly adjusted income;
- b. 10% of the family's monthly income; or
- c. If the family is receiving payments for welfare assistance from a public agency and a part of such payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of such payments which is so designated.

If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under section 3(a)(1) shall be the amount resulting from one application of the percentage.

2. Total tenant payment for families residing in public housing does not include charges for excess utility consumption or other miscellaneous charges.

B. Total tenant payment for families residing in public housing whose initial lease was effective before August 1, 1982: Paragraphs (b) and (c) of 24 CFR 913.107, as it existed immediately before November 18, 1996), will continue to govern the total tenant payment of families, under a public housing program, whose initial lease was effective before August 1, 1982.

Utility Allowance: If the cost of utilities (except telephone) and other housing services for an assisted unit is not included in the tenant rent but is the responsibility of the family occupying the unit, an amount equal to the estimate made by a housing authority of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy-conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment. (24 CFR 5.603)

Utility Reimbursement: The amount, if any, by which the utility allowance for the unit, if applicable, exceeds the total tenant payment for the family occupying the unit. (24 CFR 5.603)

Very Low-Income Families: Families whose incomes do not exceed 50% of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50% of the median for the area if HUD finds that such variations are necessary because of unusually high or low family incomes.)

Welfare Assistance: Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. (24 CFR 5.603(d))

Welfare Rent: In "as-paid" welfare programs, the amount of the welfare benefit designated for shelter and utilities.

ACRONYMS

ACC	Annual Contributions Contract
CFR	Code of Federal Regulations
FSS	Family Self Sufficiency (program)
HCDA	Housing and Community Development Act
HQS	Housing Quality Standards
HUD	Department of Housing and Urban Development
INS	(U.S.) Immigration and Naturalization Service
NAHA	(Cranston-Gonzalez) National Affordable Housing Act
NOFA	Notice of Funding Availability
OMB	(U.S.) Office of Management and Budget
PHA	Public Housing Agency
QHWR	Quality Housing and Work Responsibility Act of 1998
SSA	Social Security Administration
TTP	Total Tenant Payment

APPENDIX A

INCOME LIMITS FOR OCCUPACY

IN FAMILY *LOWER INCOME VERY LOW INCOME VERY VERY LOW INCOME

1	\$24,800	\$15,500	\$9,300
2	\$28,350	\$17,700	\$10,650

*Persons/families in this category are NOT ELIGIBLE for occupancy in the following projects

Project # MN46P014003 – Westwood Manor

Or An exception has been made for Twenty-five apartments at Westwood Manor due to our vacancy problem for the past five (5) years, persons in the LOWER INCOME RANGE May be admitted in twenty-five units (25). (1987)

- a. There are only a LIMITED NUMBER OF UNITS available for families in this income category in the following project: Project # MN465P014003 – Westwood Manor.

DATE APPROVED: 4/12/2000

CEILING RENT

The provisions of 24 CFR 913.107 (a) have been waived so the Benson Housing Authority may utilize Ceiling rents. This decision is based on the need for rent relief for tenants paying rents that are excessive compared to the Section 8 Fair Market Rents for the Area. The Authority may charge tenants in both Park View and Westwood Manor the Section 8 Fair Market Rents for Swift County. This currently is \$328 for a one (1) bedroom apartment. This will be adjusted on an annual basis with the approval of the Mpls-St. Paul Area HUD Office. Ceiling rents are scheduled to be phased out over the next three year period (phase out effective 10/01/2002)

DATE APPROVED: 10/11/2000

MINIMUM RENT

\$ 0.00 MINUM RENT

DATE APPROVED: 9/28/1999

FLAT RENT

Westwood Manor \$365

Park View Manor apt. 201,202,205,206; 301-308;401-408;501-508;601-608;701-708

\$340

Park View Manor apt. 204, 207-210; 309-312; 409-412; 509-512; 609-612; 709-712

\$352

DATE APPROVED :9/28/1999

APPENDIX B

SECURITY DEPOSIT

The Security Deposit for residents of elderly housing is \$300.00

Owners of dogs, cats, and birds are required to register the pet with the HRA office and pay an additional security deposit of: **\$300.00**

A limit of One or Two birds in one cage and only one cage is permitted.

In any case only one pet will be allowed per apartment. Pets are permitted in the following PHA Projects: Park View Manor and Westwood Manor.

DATE APPROVED:11/08/2000

RESOLUTION # 2000-8

APPENDIX C

UTILITY ALLOWANCES

1 Bedroom

2 Bedroom

MN446P014003

Westwood Manor Electricity **\$18.00**

This amount to be subtracted from Gross Rent each month. Tenant pays the balance.

This is contract rent.

The utility allowance is based on utility consumption of major appliances such as refrigerator, range, minor electric appliances such as toasters, can openers.

Tenants may supply and use other major appliances with Authority approval,(e.g. air conditioners, freezers, oxygen machines), but the utility cost of these appliances is borne by the resident.

DATE APPROVED: 5/10/2000

APPENDIX D

EXCESS UTILITY CHARGES

Tenants utilizing the following appliances and/or services are required to pay the following amounts:

Headbolt Heaters: When in use: **\$10.00** per month NOVEMBER-MARCH

Or

\$1.00 per day.

Units Check-metered: Electrical charges exceeding the established base will be billed

Quarterly at the current utility rate. MN014001

DATE

APPROVED: 12/17/1997

RESOLUTION # 97-13

Income Limits and Deconcentration Worksheet

Development Name	Number of Units Under ACC	Number of Occupied Units	Number of Units Occupied by Very Poor Families	% Occupied by Very Poor Families

%Very Poor in

Census Tract

Target Number

Number Needed of below 30% of median area income

Number Needed above 30% of median area income

Waiting list number of families Appendix 2

MN0014V02B01
PUBLIC HOUSING LEASE
HOUSING & REDEVELOPMENT AUTHORITY
BENSON, MINNESOTA
ANNUAL RECERTIFICATION EFFECTIVE DATE _____

1. **PARTIES AND DWELLING UNIT:** The parties to this Lease are The Benson Housing Authority, referred to as Landlord or HRA, and, _____, referred to as the Resident. The Landlord, relying upon the representations of the Resident as to the Resident's income household composition and housing need, and having verified data about this information, leases to Resident, dwelling unit number _____, located at _____, in the project known as _____.

The premises leased are for the exclusive use and occupancy of the Resident and the Resident's household consisting of the following named persons who will live in the dwelling unit: (All members of the household over age 18 shall execute the lease)

Name	Date of Birth/Age	Social Security Number
_____	_____	_____
_____	_____	_____

Any additions to the household members listed above require the advance written approval of the Landlord. This includes Live-in Aides and foster children or adults, but excludes natural births. The Landlord shall approve the additions if they pass the screening and an appropriate size unit is available. Deletions from the household shall be reported to the Landlord within ten (10) days.

If the Resident is incapable of complying with this Lease, the Landlord should contact the following person: _____. This person's address is _____ and phone number is _____.

2. **LEASE TERM:** This Lease shall begin on _____. The term shall be one year and

shall renew automatically for another year, unless terminated as provided by this Lease.

- 3. **RENTAL PAYMENT:** Resident shall pay monthly rent of \$_____. If this Lease begins after the first of the month, the rent for the partial month is \$_____ prorated from ____/____/____ to ____/____/_____.

_____This rent is based on the Authority-determined flat rent for this unit.

_____This rent is based on the income and other information reported by the Resident.

_____This rent is based on the Ceiling rent and other information reported by the Resident.

(Check one)

Families may change rent calculation methods at any recertification. Families who have chosen the flat rent option may request a reexamination and change to the formula-based method at any time if the family’s income has decreased, their on-going expenses for such purposes as child care and medical care have changed or any other circumstances that create a hardship for the family that would be alleviated by a change.

This amount is due on the first day of each month at the Benson Housing Authority office and shall remain in effect until adjusted in accordance with the provisions of this lease. If a reasonable accommodation on where to pay rent is needed, other arrangements can be made. Cash payments are not acceptable. This monthly rent amount shall remain in effect until adjusted in accordance with the provisions of Section 8 or 9 of this lease. The amount of the Total Tenant Payment and Tenant Rent shall be determined by the Authority in compliance with HUD regulations and requirements and in accordance with the Authority’s Admission and Occupancy Policy.

Rent is DUE and PAYABLE on the first day of each month. (Westwood Manor Rent Collection Day is the 3rd of each month or the first business day thereafter from 10:30 to 12 noon in the Community Room at Westwood Manor).

If Resident fails to make the rent payment by the fifth day of the month, the rent will be considered to be delinquent (See Section 1 in House Rules), and a late notice will be sent; if the rent has not been paid by the 10th day of the month, a second late notice will be sent; if the rent has not been paid by the 15th day of the month a third late notice will be sent along with an eviction notice in accordance with Section 17 of the Lease.

Rent may include utilities as described in Section 7, and includes all maintenance services due to normal wear and tear. If the Tenant’s rent payment cannot be made on or before the first of each month, it is the Resident’s responsibility to contact the HRA prior to the first of the month to request an extension of the due date. If the HRA agrees to the extension, a written agreement will be signed by the Resident and the HRA indicating the date on which the Resident will make full payment of rent due.

If a family is paying the minimum rent and its circumstances change creating an inability to pay the rent, the family may request suspension of the minimum rent because of a recognized hardship.

In the event legal proceedings are required to recover possession of the premises, the Resident will be charged with the actual cost of such proceedings.

When the resident requests the HRA to make any change in the amount of Total Tenant Payment or Tenant Rent, the HRA shall give written notice to the Resident. The notice shall state the new amount, and the date from which the new amount is applicable, and must be dated and signed by both the HRA and the Resident, and a copy will be kept in the Resident’s file.

- 4. **SECURITY DEPOSIT:** The Resident has paid the amount of \$_____ to the Landlord as a Security Deposit.

With the approval of the Landlord, the Security Deposit may be made in three payments -- one third in advance, one third with their second rent payment, and one third with their third rent payment. The Landlord will hold this security deposit for the period the Resident occupies the dwelling unit. The Landlord shall not use the Security Deposit for rent or other charges while the Resident is living in the dwelling unit.

Within 21 days after the Resident has permanently moved out of the dwelling unit, the Landlord shall return the Security Deposit with interest (5% simple interest per annum before Oct. 1, 1984, 5.5% per annum thereafter, 4% simple interest per annum after April 27, 1992, thereafter, the current rate provided by Minnesota State law, after deducting whatever amount is needed to pay the cost of:

- a. unpaid rent;
- b. repair of damages that exceed normal wear and tear (intentional or negligent damages to the unit caused by Resident, household members or guests) as listed on the Move-Out Inspection Report; and
27. other charges due under the Lease as long as a forwarding address has been furnished to the HRA.

The HRA will not charge a higher security deposit for tenants with disabilities who use wheelchairs and/or have service or companion animals necessary as a reasonable accommodation.

Interest begins to accrue on the first day of the month following the full payment of the Security Deposit and runs to the last day of the month in which the Landlord returns the Security Deposit.

The Landlord shall provide the Resident with a written list of any charges made against the Security Deposit. If the Resident disagrees with the amounts deducted, the Landlord will meet with the Resident to discuss the charges.

5. **OCCUPANCY:** The Resident must live in the dwelling unit and the dwelling unit must be the only place or residence. The Resident shall use the premises as a private dwelling for himself or herself and the persons named in Section 1 of this Lease, with the exception of minor children born into the household during this tenancy, and shall not permit its use for any other purpose without the written permission of the Landlord.

The Resident shall not:

- a. permit any persons other than those listed above and minor children which are born into the household during this tenancy, to reside in the dwelling unit for more than fourteen (14) days each year without obtaining the prior written approval of the Landlord; note this approval will be granted only if the new family members pass the HRA's screening criteria and a unit of the appropriate size is available. Permission to add Live-in Aides and foster children shall not be unreasonably refused; Residents agree to wait for the HRA's approval before allowing an additional person to move into the premises. Failure to comply with this provision is a serious violation of the material terms of the lease and can result in eviction.
- b. sublet or assign the unit, or any part of the unit;
27. engage in or permit unlawful activities in the unit, in the common areas, or on the property grounds;
28. have pets or animals of any kind in the dwelling unit without prior execution of a Lease Addendum with the HRA permitting pets (See Addendum A)
- e. act or allow household members or guests to act in a manner that will disturb the rights or comfort of neighbors; the Resident agrees to keep the volume of any radio, CD or tape player, television, or musical instrument at a level which will not disturb the neighbors;
- f. permit any member of the household, a guest, or another person under the Resident's control to engage in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or Authority employees;
- g. permit any member of the household, a guest, or another person under the Resident's control to engage in any violent or drug-related criminal activity on or off the premises.

With the written permission of the Landlord, the Resident can incidentally use the premises for legally permissible income producing purposes so long as the business does not infringe on the rights of other Residents. All such business-related uses of the premises must meet all zoning requirements and the Resident must have the proper business licenses.

The Resident has the right to exclusive use and occupancy of the dwelling unit, which includes reasonable accommodation of the Resident's guests, visitors and, with the consent of the Landlord, foster children and/or adults and the live-in care giver of the Resident's family. Overnight guests must be reported to the management office; if the guest stays for more than 14 nights during a three month period there is an additional charge of \$2.00 per person per night.

a. **CONDITION OF DWELLING:**

By signing this Lease and the Unit Inspection Report, the Resident acknowledges that the dwelling unit is safe, clean and in good condition, and that all appliances and equipment in the dwelling unit are in good working order as described on the Move-in Unit Inspection Report. This report, signed by both the Resident and Landlord, is Attachment #2 to this Lease. Any deficiencies noted on the inspection report will be corrected by the HRA, at no charge to the Tenant.

The HRA will inspect the unit at least annually to check needed maintenance, tenant housekeeping, and other lease compliance matters. Tenant will receive a written statement of the charges, if any, for repairs or removal of non-approved alterations to the unit.

At the time of move out, the HRA shall complete another inspection of the dwelling unit. When the Resident notifies the HRA of his or her intent to vacate, the HRA shall advise the Resident of their opportunity to participate in the move-out inspection, unless the Resident vacates without notice to the HRA. The HRA will give the Resident a written statement of the charges, if any, for which the Resident is responsible.

7. **UTILITIES:** The following chart describes how the cost of utilities and services for the dwelling unit shall be paid. The Benson Housing Authority shall provide the following utilities as a part of this lease agreement but shall not be liable for the failure to provide service if beyond its control. The Resident agrees to pay for the following utilities:

	<u>Landlord Paid</u>	<u>Tenant Paid</u>
Heat	_____X_____	_____
Electricity*	_____	_____
Hot Water	_____X_____	_____
Sewer	_____X_____	_____
Water	_____X_____	_____
Garbage Collection	_____X_____	_____

The HRA shall provide a cooking range and refrigerator in each apartment. **EXCESS UTILITY SURCHARGES:** In addition to monthly rent, the Resident shall pay for excess utility consumption of Tenant furnished major appliances listed below, and also air conditioners, and devices which assist in breathing or other medical needs,

<u>Item</u>	<u>Amount Resident Pays To the HRA in Addition to Rent</u>
Head Bolt Heater	\$_____ per _____
*Project #MN46P014003 (Westwood Manor) will be given a utility allowance of \$_____per month for electricity.	
*Project #MN46P014001 (Park View Manor) the apartments are Check metered: Electrical charges exceeding the established base _____kwh per	

Month will be billed quarterly at the current utility rate.

For Westwood Manor the Total Tenant Payment less the Utility Allowance equals Tenant Rent. The HRA may change the Allowance at any time during the term of the lease. If Tenant's total utility bill exceeds the Allowance for Utilities, Tenant shall be responsible for paying the total bill to the supplier. If Tenant's actual bill is LESS than the Allowance the Utilities, Tenant shall receive the benefit of such saving. Tenant agrees not to waste the utilities provided by the HRA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. Resident also agrees to abide by any local ordinance restricting or prohibiting the use of space heaters in Multi-dwelling units.

The Utility Allowance Schedule for Resident Paid Utilities and the Schedule of Excess Utility Charges are posted in the HRA's Office and is Attachment #3 to this Lease. The Resident shall pay any excess utilities consumed in their unit over and above that set forth in the Schedule. Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions based on changes in consumption or other reasons shall become effective at each family's next annual reexamination or the Resident may choose to sign an addendum to the lease and benefit from the reduced rent immediately on July 1 of each year.(This is only when the utility allowance has increased.)

The HRA shall provide the Resident with no less than 60 days notice prior to the proposed effective date of scheduling revisions to these items. The Notice Shall:

29. Describe the basis for the allowance or revision.
 30. Include a statement of specific items included in determining the utility consumption and dollar amounts in the allowance or revision.
 31. Advise Residents where they may review the HRA's records which document the basis for the allowance or revision.
 32. Provide Residents an opportunity to submit written comments within a 10 day period. This comment period will expire no less than 30 days prior to the proposed effective date of the allowance or revision.
8. **RENT RECERTIFICATIONS:** Each year, by the date specified by the HRA, Residents who are paying rent based on their income shall provide updated information regarding income, assets, expenses, and family composition. The Landlord shall verify the information supplied by the Resident and use the verified information to establish the amount of the Resident's rent for the next year. This determination will be made in accordance with the Admission and Occupancy Policy, which is publicly posted in the HRA Office. A copy of the policies can be furnished on request at the expense of the person making the request. At the time of the annual review, the landlord shall advise the Resident of any income that will be excluded from consideration. Increased earnings due to employment shall be excluded during the twelve month period following hire for families whose income has increased because of the employment of a family member who was previously unemployed for one or more years, because of participation in a self-sufficiency program or was assisted by a State TANF program within the last six months.

Income reviews will be held every third year for Residents choosing the flat rent option. Residents who have chosen this option will be notified at the appropriate time for their recertification.

At the time of the review appointment the Resident may elect to change his or her rent choice option.

In cases where annual income cannot be projected for a twelve-month period or the Resident is reporting no income and Resident has chosen the percentage of income rent option, the Landlord will schedule special rent reviews every sixty (60) days. In addition, the Resident may request a change in the rent choice option before the date of the review if the family experiences a decrease in income; their circumstances have changed increasing their expenses for child care, medical, etc.; or other circumstances create a hardship on the family such that the formula method would be more financially feasible for the family.

Residents paying rent based on income may meet with the Landlord to discuss any change in rent resulting from the recertification process; and, if the Resident does not agree with the determination of Resident rent, the Resident may request a hearing in accordance with the Landlord's grievance procedures.

9. **INTERIM RENT ADJUSTMENTS:** Residents must promptly report to the Landlord any of the following changes in household circumstances when they occur between Annual Rent Recertifications:

- a. A member has been added to the family through birth, adoption, or court-awarded custody.
- b. A household member is leaving or has left the family unit.

In addition, Residents paying rent based on a percentage of income may report the following activities that occur between Annual Rent Recertifications:

- c. A decrease in annual income;
 - b. Childcare expenses for children under the age of 13 that are necessary to enable a member of the household to be employed or to go to school;
 - c. Handicapped assistance expenses, which enable a family member to work;
 - d. Medical expenses of elderly, disabled, or handicapped headed households that are not covered by insurance; or
33. Other family changes that impact their adjusted income.

Notwithstanding the provisions listed above, a Resident's rent shall not be reduced if the decrease in the family's annual income is caused by a reduction in the welfare or public assistance benefits received by the family that is a result of the Resident's failure to comply with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities. In addition, if the decrease in the family's annual income is caused by a reduction in welfare or public assistance benefits received by the family that is the result of an act of fraud, such decrease in income shall not result in a rent reduction. In such cases, the amount of income to be attributed to the family shall include what the family would have received had they complied with the welfare requirements or had not committed an act of fraud.

For purposes of rent adjustments, the reduction of welfare or public assistance benefits to a family that occurs as a result of the expiration of a time limit for the receipt of assistance will not be considered a failure to comply with program requirements. Accordingly, a Resident's rent will be reduced as a result of such a decrease.

If a request is made by the Resident to reduce the rent due to Medicare changes, the adjustment will include the Social Security, SSI adjustment, or other pension cost of living adjustments, and other medical expenses the Resident wishes to have included.

The Landlord shall verify the information provided by the Resident to determine if a decrease in the rent is warranted.

If the Resident receives a letter or notice from HUD concerning the amount or verification of family income the communication shall be brought to the Benson HRA Office within thirty (30) calendar days.

10. **EFFECTIVE DATE OF RENT CHANGE:** The Landlord shall give the Resident written notice of any change in the Resident's rent. The notice shall be signed by the Landlord, state the new amount the Resident is required to pay, and the effective date of the new rental amount.

- a. Rent Decreases: The Landlord shall process rent decreases so that the lowered rent amount becomes effective on the first day of the month after the Resident reports the change in household circumstances. This rent change may be made retroactive to the appropriate date if

less than five (5) working days have been given to the Landlord to process this change.

- b. Rent Increases: The Landlord shall process rent increases so that the Resident is given no less than 30 days advance written notice of the amount due.

Once the rental rate is established, it shall remain in effect until the effective date of the next annual review, unless another interim review and change is warranted or the Resident elects to change to or from flat rent calculation method.

- 11. **RESIDENT OBLIGATION TO REPAY**: Residents who pay rent based on income shall reimburse the Landlord for the difference between the rent that was paid and the rent that should have been charged if proper notice of income change had been given and if the following circumstances occur:
 - a. Resident does not submit rent review information by the date specified in the Landlord's request; or
 - b. Resident submits false information at Admission or at annual, special, or interim review.

Resident is not required to reimburse the HRA for undercharges caused solely by the Landlord's failure to follow U.S. Department of Housing and Urban Development's procedures for computing rent.

- 12. **MAINTENANCE**:

The Resident Agrees To:

- a. keep the dwelling unit and any other areas assigned for the Resident's exclusive use in a clean and safe condition;
- b. use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
- c. not litter the grounds or common areas of the property;
- d. not undertake, or permit his or her family or guests to undertake any hazardous acts or do anything that will damage the property;
- b. not destroy, deface, damage or remove any part of the dwelling unit, common areas, or property grounds;
- c. give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating equipment or any other part of the unit or related facilities;

- d. remove garbage and other waste from the dwelling unit in a clean and safe manner; and
- e. pay reasonable charges for the repair of damages other than normal wear and tear to the premises, development buildings, facilities or common areas caused by the Resident, his or her household or guests, and to do so within 30 days after the receipt of the Landlord's itemized statement of the repair charges. The Damage and Service Charge Schedule is posted in the HRA's office. If the item is not listed on the Schedule, the Resident shall be charged the actual cost the Landlord incurred. to take reasonable precautions to prevent fires and to refrain from storing to comply with the requirements of state and local building or housing codes, materially affecting health and/or safety to Residents and household;
- f. the Resident or his guest shall not engage in any drug-related criminal activity on or off the premises. (For the purpose of this lease, the term drug related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act);
- g. to refrain from and cause members of Resident's household or guest to refrain from acting or speaking in an abusive or threatening manner toward neighbors and the HRA's staff;
- h. not to display or use or allow members of Resident's household or guests to display or use any firearms or other offensive weapons as defined by the laws of the State of Minnesota

- anywhere in the unit or on the common areas of the HRA's property;
- i. to take reasonable precautions to prevent fires and to refrain from storing flammable materials upon the premises;
 - j. to insure that no member Resident's household keeps, maintains, harbors, or boards any dog, cat, or pet of any nature in the dwelling unit or on the grounds of any HRA property except in accordance with the HRA's Pet Policy. To remove from the HRA property any vehicles without valid registration stickers; any inoperable or unlicensed vehicle will be removed from the HRA's property at Resident's expense. Automobile repairs are not permitted on project site.
 - k. To remove from the HRA property any vehicles without valid registration stickers; any inoperable or unlicensed vehicle will be removed from the HRA's property at Resident's expense. Automobile repairs are not permitted on project site.
 - l. Pay promptly any utility bills for utilities supplied to Resident by a direct connection to the utility company, and too avoid disconnect of utility service for such utilities.

The Landlord Agrees To:

- a. maintain the premises and the property in decent and safe condition;
- b. comply with requirements of applicable building codes, housing codes materially affecting health and safety, and U.S. Department of Housing and Urban Development regulations;
- c. make necessary repairs to the premises;
- d. keep property buildings, facilities and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition;
34. maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by the Landlord;
35. provide and maintain appropriate receptacles and facilities for the deposit of garbage, rubbish, and other waste removed from the premises by the Resident; and
36. supply running water and reasonable amounts of hot water and heat at appropriate times of the year (according to local customs and usage) except where heat or hot water is generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection.

Defects Hazardous to Life, Health, or Safety

If the dwelling unit is damaged to the extent that conditions are created which render the unit uninhabitable, regardless of cause:

27. The Resident shall immediately notify the HRA;
 - a. The HRA shall be responsible for repair of the unit within a reasonable time. If the Resident, household members or guests caused the damage, the reasonable cost of the repairs shall be charged to the Resident.
 - b. The HRA shall offer standard alternative accommodations or another dwelling unit; if available, when necessary repairs cannot be made within a reasonable time. The HRA is not required to offer Resident a replacement unit if the hazardous condition was caused by the Resident, his household, or his guests.
 - c. The Residents shall accept any replacement unit offered by the HRA;
 - d. The Landlord shall make a provision for rent abatement in proportion to the seriousness of the damage and loss in value if repairs are not made within a reasonable time. No abatement of rent shall occur if the Resident rejects the alternative accommodations or if the Resident, Resident's household, or guests caused the damage.
13. **RESTRICTION ON ALTERATIONS:** The Resident shall not do any of the following without first obtaining the HRA's written permission:
 - a. dismantle, change or remove any part of the appliances, fixtures or equipment in the dwelling unit;
 - b. paint or install wallpaper or contact paper in the dwelling unit;

- c. attach awnings or window guards in the dwelling unit;
 - d. attach or place any fixtures, signs, or fences on the building(s), the common areas, or the property grounds;
 - e. attach any shelves, screen doors, or other permanent improvements in the dwelling unit;
 - f. install or alter carpeting, resurface floors or alter woodwork;
 - g. install washing machines, dryers, fans, heaters, or air conditioners in the dwelling unit (air conditioners must be placed only in the AC sleeve and must be appropriate for the size of that particular sleeve)
 - h. place any aerials, antennas or other electrical connections on the dwelling unit;
 - e. install additional or different locks or gates on any doors or windows of the dwelling unit; or
 - f. use screws, brackets, or stick back picture hangers in any part of the dwelling unit (a reasonable number of small nail picture hangers excepted); or
 - g. operate a business as an incidental use in the dwelling unit.
14. **ACCESS BY LANDLORD:** The Landlord shall provide two (2) days written advance notice to the Resident of his or her intent to enter the dwelling unit for the purpose of performing routine inspections and preventive maintenance, extermination or to show the dwelling unit for re-renting. The notice shall specify the date, time, and purpose for the entry. The Resident shall permit the Landlord, his or her agents, or other persons, when accompanied by the Landlord, to enter the dwelling unit for these purposes. In the event that the Resident and all adult members of the household are absent from the dwelling unit at the time of entry, the Landlord shall leave a card stating the date, time and name of the person entering the dwelling unit and the purpose of the visit.

The Landlord may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe an emergency exists.

15. **SIZE OF DWELLING:** The Resident understands that the Landlord assigns dwelling units according to the Occupancy Standards published in its Admissions and Continued Occupancy Policy (ACOP). The Standards consider the type (such as dwelling units designed for the elderly or handicapped) and size of the dwelling unit required by the number of household members. If the Resident is or becomes eligible for a different type or size dwelling unit and an appropriate dwelling unit under this program and the Landlord's transfer policy becomes available, the Resident shall be given a reasonable period of time to move. This time shall not exceed sixty (60) days unless an unusual hardship condition exists. If the Resident fails to move to the designated dwelling unit within the notice period specified by the Landlord, the Landlord may terminate this lease.

If the Landlord determines that a Resident must transfer to another unit based on family composition, the Landlord shall notify the Resident. The Resident may ask for an explanation stating the specific grounds of the determination, and if the Resident does not agree with the determination, the Resident may request a hearing in accordance with the Landlord's grievance procedures.

If a Resident makes a written request for special unit features in support of a documented disability, the HRA shall modify Resident's existing unit. If the cost and extent of the modifications needed are tantamount to those required for a fully accessible unit, the HRA may transfer the Residents to another unit when one becomes available. A Resident without disabilities who is housed in an accessible or adaptable unit must transfer to a unit without such features should a Tenant with disabilities need the unit (at the HRA's expense). (See Lease Addendum B).

16. **LEASE TERMINATION BY LANDLORD:** Any termination of this Lease shall be carried out in accordance with U.S. Department of Housing and Urban Development regulations, State and local law, and the terms of this Lease.

The Landlord shall not terminate or refuse to renew the Lease other than for serious or repeated violation of material terms of the Lease, such as, but not limited to, the following:

- h. nonpayment of rent or other charges due under the Lease (i.e. utilities, damage charges), or repeated chronic late payment of rent (four times in a twelve month period);
 - i. failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Recertifications, to attend scheduled reexamination interviews or to cooperate in the verification process if the Resident has chosen to pay rent based on a percentage of income;
 - j. furnishing false or misleading information during the application or review process;
 - k. assignment or subleasing of the premises or providing accommodation for boarders or lodgers;
 - l. use of the premises for purposes other than solely as a dwelling unit for the Resident and Resident's household as identified in this Lease, or permitting its use for any other purpose without the written permission of the Landlord;
 - m. failure to abide by necessary and reasonable rules made by the Landlord for the benefit and well being of the housing development and the Residents;
 - n. failure to abide by applicable building and housing codes materially affecting health or safety;
 - o. failure to dispose of garbage, waste and rubbish in a safe and sanitary manner;
 - p. failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner;
 - q. acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;
 - r. failure to pay reasonable charges for the repair of damages to the premises, property buildings, facilities or common areas;
 - s. any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other Residents or employees of the Authority;
 - t. any violent or drug-related criminal activity on or off the premises, not just on or near the premises;
 - u. alcohol abuse that the Landlord determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
 - v. failure to perform required community service or be exempted therefrom;
 - w. failure to allow inspection of the dwelling unit;
 - x. determination that a family member has knowingly permitted an ineligible non-citizen not listed on the lease to permanently reside in their public housing unit;
 - y. determination or discovery that a resident is a registered sex offender;
 - z. any weapons or illegal drugs seized in a HRA unit by law enforcement officer;
 - aa. any fire on HRA premises caused by the Resident, resident household or guests' actions or neglect; or
 - bb. any other good cause.
17. **NOTICE OF LEASE TERMINATION:** If the Landlord proposes to terminate this Lease, the Resident shall be given written notice of the proposed termination, as listed below:
- a. for failure to pay rent, at least fourteen (14) days;
 - b. for creation or maintenance of a threat to health or safety of other Residents or HRA's employees, a reasonable time based on the urgency of the situation; or
 - c. for all other cases, thirty (30) days, unless State law permits a shorter period.

The Notice to Vacate required by State or local law may be combined with or run concurrently with a Notice of Lease termination required by this lease.

The Notice of Lease Termination from the Landlord shall be either personally delivered to the Resident or to an adult member of the Resident's family residing in the dwelling unit, or sent to the Resident by First Class Mail, properly addressed, postage pre-paid.

Unopened, canceled, first class mail returned by the Post Office shall be sufficient evidence that the notice was given, whether signed or unsigned. The notice shall:

- a. specify the date the Lease shall be terminated;
- b. state the grounds for termination with enough detail for the Resident to prepare a defense. The

Landlord shall rely solely on the grounds stated in the Notice of Lease Termination in the event eviction action is initiated;

- c. advise the Resident of the right to reply as he or she may wish, to examine the Landlord's documents directly relevant to the termination or eviction, to use the Grievance Policy to contest the termination, and/or to defend the action in court.(See e. # 5 Attached Grievance Procedure).

- 18. **LEASE TERMINATION BY RESIDENT:** The Resident shall give the Landlord one month plus one day written notice before moving from the dwelling unit. If the Resident does not give the full notice, the Resident shall be liable for rent to the end of the notice period or to the date the dwelling unit is re-rented, whichever date comes first.

TERMINATION OF LEASE UPON DEATH OR INCAPACITY OF RESIDENT: Upon the death of the Resident, or if there is more than one Resident, upon the death of all Residents, either the Landlord or the personal representative of the Resident's estate may terminate this Lease upon one month plus one day written notice, to be effective on the last day of a calendar month. If full notice is not given, the Resident's estate shall be liable for rent to the end of the notice period or to the date the unit is re-rented, whichever date comes first. The termination of a Lease under this section shall not relieve the Resident's estate from liability either for payment of rent or other amounts owed prior to or during the notice period, or for the payment of amounts necessary to restore the premises to their condition at the beginning of the Resident's occupancy, normal wear and tear excepted.

If during the term of this Lease the Resident, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease and the HRA cannot make a reasonable accommodation to enable the Resident to comply with the Lease; then action shall be taken. The HRA will assist the Resident or designated member(s) of the Resident's family to move the Resident to more suitable housing. If there are no family members, the HRA will work with appropriate agencies to secure suitable housing. This Lease will terminate upon the Resident moving from the unit in accordance with Section 17 of this Lease.

- 20. **PROPERTY ABANDONMENT:** If a Resident abandons the dwelling unit, the HRA shall take possession of the Resident's personal property remaining on the premises, and shall store and care for the property. The landlord will consider the unit to be abandoned when a resident has fallen behind in rent and has clearly indicated by words and actions an intention not to continue living in the unit. The Landlord has a claim against the Resident for reasonable costs and expenses incurred in removing the property, in storing and caring for the property, and in selling the property. The Landlord can collect from the Resident all these costs.

The HRA may sell or otherwise dispose of the property 60 days after the HRA receives actual notice of abandonment or 60 days after it reasonably appears to the HRA that the Resident has abandoned the premises, whichever date occurs last. At least 14 days prior to the sale, the Landlord agrees to make reasonable efforts to notify the Resident of the sale by sending written notice of the sale by certified mail, return receipt requested, to the Resident's last known address or likely living quarters if that is known by the Landlord. The HRA shall also post a notice of sale in a clearly visible place on the premises for at least two weeks before the sale. The HRA may use the money from the sale to pay off any debts the Resident owes the HRA. Any amount above this belongs to the Resident, if the Resident makes a written request for it.

- 21. **DELIVERY OF NOTICES:**

Notice by Landlord (HRA): Any notice from the Landlord shall be in writing and either personally delivered to the Resident or to an adult member of the Resident's family residing in the dwelling unit, or sent to the Resident by Certified Mail, return receipt requested, properly addressed, postage pre-paid.

Notice by Resident: Any notice to the Landlord shall be in writing, and either personally delivered

to the Landlord at the Landlord's Office, or sent to Landlord by first-class mail, postage pre-paid and addressed to:

Housing and Redevelopment Authority of Benson
300 13th Street North
Benson, MN 56215

If the Resident is visually impaired, notices shall be in accessible format.

22. **GRIEVANCES:** All individual grievances or appeals, with the exception of those cases concerning eviction or termination of tenancy which are based upon a Resident's creation or maintenance of a threat to health or safety of other Residents or Landlord employees, shall be processed under the Grievance Policy. This policy is posted in the Landlord's Office where copies are available upon request.

Before the Landlord shall schedule a Grievance Hearing for any grievance concerning the amount of rent the Landlord claims is due, the Resident must first bring his or her rent account current by paying to the Landlord an amount equal to the amount of rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. After the hearing is scheduled, the Resident shall continue to deposit this same monthly rent amount into the Landlord's escrow account until the complaint is resolved by the decision of the hearing officer or panel.

When the Housing Authority is required to afford the Resident the opportunity for a hearing in accordance with the authority's grievance procedure for a grievance concerning the Lease termination, the tenancy shall not terminate (even if any notice to vacate under State or local law has expired) until the time for the Resident to request a grievance hearing has expired, and (if a hearing was timely requested by the Resident) the grievance process has been completed.

23. **HOUSEKEEPING STANDARDS:**

In an effort too improve the livability and conditions of the apartments owned and managed by the HRA, uniform standards for resident housekeeping have been developed for all Residents.

1. HRA's Responsibility: The Standards that are listed in the House Rules will be applied fairly and uniformly to all Residents. The HRA will inspect each unit annually, to determine compliance with the standards. Upon completion of an inspection, the HRA will notify the Resident in writing if he/she fails to comply with the standards. The HRA will advise the Resident of the specific correction(s) required to establish compliance, and indicate that training is available. Within a reasonable period of time, the HRA will schedule a second inspection. Failure of a second inspection will constitute a violation of the Lease terms. Training will be available at no cost to any Resident requesting or needing assistance in complying with the Housekeeping Standards.
2. Resident Responsibility : Tenant is required to abide by the Housekeeping Standards set forth in the House Rules. ***Failure to abide by the Housekeeping Standards that results in creation or maintenance of a threat to health or safety is a violation of lease terms and can result in eviction***

- b. **HOUSE RULES:** The Resident agrees to obey any House Rules, which are reasonable related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Residents. Such rules may be modified by the HRA from time to time provided that the Resident receives written notice of the

proposed change, reasons for the change and an opportunity to submit written comments during a 30 day comment period at least 30 days before the proposed effective date of the change in the Rule. Existing House Rules, if any, are posted in the property and are attached to this Lease.

25. CHANGE IN LEASE AGREEMENT: The HRA may change the provisions of the Lease. The HRA shall provide the Tenant with at least 60 days advance written notice before the Lease change becomes effective. The HRA's notice shall:

- 27. advise the Resident of the proposed change to the Lease; and
- 28. provide the Resident with the opportunity to submit written comments within a 30 day period.

If, after considering the Resident's comments, the Lease Agreement is to be modified, the HRA shall notify the Resident and offer the Resident a new Lease or an addendum to the existing Lease. The Resident may accept the changed provisions by signing the new Lease and returning it to the HRA, or the Resident may reject the changed provisions by this Lease. If the Resident does not accept the amended Lease, the HRA may terminate the Tenancy, as provided in Section 16 and 17 of this Lease.

26: ASSISTED LIVING PROGRAM: The Benson HRA has contracted with the following provider for this service: _____,

If you are in need of these services you must contact both the previously mentioned Provider and Swift County Human Services who will assist you in obtaining these services. The files will be maintained at the Assisted Living Office located on the HRA Premises. This service, which is available 24 hours per day 7 days per week, is available to the Residents at their discretion. In order to use these services a signed contract must be established with the provider and only residents of Park View Manor or Westwood Manor are eligible. See Assisted Living Brochure.

27. DISCRIMINATION PROHIBITED: The Landlord shall not discriminate based upon race, color, creed, religion, national origin, sex, martial status, age, handicap or disability, familial status, or recipients of public assistance and shall comply with all nondiscrimination requirements of Federal, State and local law.

28. TENANT'S CERTIFICATION:

I, _____ hereby certify that I, and other members of my Household, have not committed any fraud in connection with any federal housing program, unless such fraud was fully disclosed to the HRA before execution of the Lease, or before the HRA's approval for occupancy of the unit by the Resident.

28. ATTACHMENTS TO THE LEASE: The Resident certifies that he/she has received a copy of this Lease and the following Attachments to this Lease, and understands that these Attachments are part of this Lease. The Resident agrees that all provisions of this Lease have been read and are understood and further agrees to be bound by its provisions and conditions as written and all additional documents made a part of this Lease by reference.

- #1 - A completed copy of the Application for Admission or Continued Occupancy Form, including income and rent calculations.
- #2 - Unit Inspection Report
- #3 - Utility Allowance Schedule and Schedule of Excess Utility Surcharges
- #4 - Pet Rules and House Rules
- #5 - Grievance Procedure
- #6 - Assisted Living Brochure

Signatures:

RESIDENT: 1) _____ Date

2) _____

