

**METRO HRA
SECTION 8 RENT ASSISTANCE
HOUSING CHOICE VOUCHER**

BRIEFING PACKET

REVISED 2/24/2021

<p><u>IMPORTANT INFORMATION</u></p> <p>The Metro HRA provides free interpreter services, upon request.</p>
<p>معلومات مهمة تقدم Metro HRA خدمات الترجمة الشفوية مجاناً عند الطلب.</p>
<p><u>COV LUS QHIA TSEEM CEEB</u></p> <p>Qhov chaw Metro HRA muaj neeg txhais lus dawb, yog koj xa tau kev pab.</p>
<p><u>ВАЖНАЯ ИНФОРМАЦИЯ</u></p> <p>По Вашей просьбе Metro HRA может бесплатно предоставить Вам услуги переводчика.</p>
<p><u>INFORMACIÓN IMPORTANTE</u></p> <p>Metro HRA proporciona intérpretes a su pedido, gratis para Usted.</p>
<p><u>MACLUUMAAD MUHIIM AH</u></p> <p>Metro HRA waxa ay idiin heli kartaa tarjubaan lacag la'aan ah, haddii aad codsataan.</p>

METRO HRA SECTION 8 HOUSING CHOICE VOUCHER PROGRAM

BRIEFING PACKET INDEX

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INTRODUCTION

Section 8 Rent Assistance is a program that enables low-income families to obtain housing by subsidizing a portion of each family's monthly rent. Current verification of your income, assets, and expenses (child care/medical) is used to complete a preliminary calculation to determine your eligibility.

If you are a person with a disability that requires a reasonable accommodation you must submit the request in writing to the HRA.

If determined eligible, you will be issued a Housing Choice Voucher to locate suitable housing. In order for a unit to qualify, it must fit within the Section 8 guidelines for location, be within the limits for the program and pass a housing quality inspection.

Consider all of the following when you are looking for a unit:

LOCATION

If your Voucher states that you are ELIGIBLE to transfer, you may lease up anywhere in the U.S. where there is Housing Authority to administer your assistance.

If your Voucher states that you are NOT ELIGIBLE to transfer, you are required to lease up in a Metro HRA community for the first twelve months of Section 8 Rent Assistance.

VOUCHER

The initial term of a voucher is 120 days. The family must submit a Request for Tenancy Approval within the 120 day period unless Metro HRA grants an extension.

EXTENSIONS

The PHA will approve additional extension only in the following circumstances:

- It is necessary as a reasonable accommodation for a person with disabilities.
- Other extenuating circumstances, documented, reviewed and approved by the PHA.
- The PHA will decide whether to approve or deny an extension request.
- The extension will be for one 60-day extension.

PAYMENT STANDARDS

Payment standards are used to determine the maximum subsidy amount that you can receive and the maximum gross rent limit for an eligible unit.

INSPECTION

All units must pass an inspection before Rent Assistance can start.

Voucher
Housing Choice Voucher Program

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

OMB No. 2577-0169
 (exp. 9/30/2002)

SAMPLE

Public Reporting Burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to authorize a family to look for an eligible unit and specifies the size of the unit. The information also sets forth the family's obligations under the Housing Choice Voucher Program.

Please read entire document before completing form Fill in all blanks below. Type or print clearly.		Voucher Number
1. Insert unit size in number of bedrooms. (This is the number of bedrooms for which the Family qualifies, and is used in determining the amount of assistance to be paid on behalf of the Family to the owner.)		1. Unit Size
2. Date Voucher Issued (mm/dd/yyyy) Insert actual date the Voucher is issued to the Family.		2. Issue Date (mm/dd/yyyy)
3. Date Voucher Expires (mm/dd/yyyy) Insert date sixty days after date Voucher is issued. (See Section 6 of this form.)		3. Expiration Date (mm/dd/yyyy)
4. Date Extension Expires (if applicable)(mm/dd/yyyy) (See Section 6. of this form)		4. Date Extension Expires (mm/dd/yyyy)
5. Name of Family Representative	6. Signature of Family Representative	Date Signed (mm/dd/yyyy)
7. Name of Public Housing Agency (PHA) METROPOLITAN COUNCIL HRA 390 North Robert Street – St. Paul, MN 55101		
8. Name and Title of PHA Official	9. Signature of PHA Official	Date Signed (mm/dd/yyyy)

1. Housing Choice Voucher Program

A. The public housing agency (PHA) has determined that the above named family (item 5) is eligible to participate in the housing choice voucher program. Under this program, the family chooses a decent, safe and sanitary unit to live in. If the owner agrees to lease the unit to the family under the housing choice voucher program, and if the PHA approves the unit, the PHA will enter into a housing assistance payments (HAP) contract with the owner to make monthly payments to the owner to help the family pay the rent.

B. The PHA determines the amount of the monthly housing assistance payment to be paid to the owner. Generally, the monthly housing assistance payment by the PHA is the difference between the applicable payment standard and 30 percent of monthly adjusted family income. In determining the maximum initial housing assistance payment for the family, the PHA will use the payment standard in effect on the date the tenancy is approved by the PHA. The family may choose to rent a unit for more than the payment standard, but this choice does not change the amount of the PHA's assistance payment. The actual amount of the PHA's assistance payment will be determined using the gross rent for the unit selected by the family.

2. Voucher

A. When issuing this voucher the PHA expects that if the family finds an approvable unit, the PHA will have the money available to enter into a HAP contract with the owner. However, the PHA is under no obligation to the family, to any owner, or to any other person, to approve a tenancy. The PHA does not have any liability to any party by the issuance of this voucher.

B. The voucher does not give the family any right to participate in the PHA's housing choice voucher program. The family becomes a participant in the PHA's housing choice voucher program when the HAP contract between the PHA and the owner takes effect.

C. During the initial or any extended term of this voucher, the PHA may require the family to report progress in leasing a unit at such intervals and times as determined by the PHA.

3. PHA Approval or Disapproval of Unit or Lease

A. When the family finds a suitable unit where the owner is willing to participate in the program, the family must give the PHA the request for tenancy approval (on the form supplied by the PHA), signed by the owner and the family, and a copy of the lease, including the HUD-prescribed tenancy addendum. **Note: Both documents must be given to the PHA no later than the expiration date stated in item 3 or 4 on top of page one of this voucher.**

B. The family must submit these documents in the manner that is required by the PHA. PHA policy may prohibit the family from submitting more than one request for tenancy approval at a time.

C. The lease must include, word-for-word, all provisions of the tenancy addendum required by HUD and supplied by the PHA. This is done by adding the HUD tenancy addendum to the lease used by the owner. If there is a difference between any provisions of the HUD tenancy addendum and any provisions of the owner's lease, the provisions of the HUD tenancy addendum shall control.

D. After receiving the request for tenancy approval and a

11. Give the PHA a copy of any owner eviction notice.

copy of the lease, the PHA will inspect the unit. The PHA may not give approval for the family to lease the unit or execute the HAP contract until the PHA has determined that all the following program requirements are met: the unit is eligible; the unit has been inspected by the PHA and passes the housing quality standards (HQS); the rent is reasonable; and the landlord and tenant have executed the lease including the HUD-prescribed tenancy addendum. E. If the PHA approves the unit, the PHA will notify the family and the owner, and will furnish two copies of the HAP contract to the owner.

1. The owner and the family must execute the lease.

2. The owner must sign both copies of the HAP contract and must furnish to the PHA a copy of the executed lease and both copies of the executed HAP contract.

3. The PHA will execute the HAP contract and return an executed copy to the owner.

F. If the PHA determines that the unit or lease cannot be approved for any reason, the PHA will notify the owner and the family that:

1. The proposed unit or lease is disapproved for specified reasons, and

2. If the conditions requiring disapproval are remedied to the satisfaction of the PHA on or before the date specified by the PHA, the unit or lease will be approved.

4. Obligations of the Family

A. When the family's unit is approved and the HAP contract is executed, the family must follow the rules listed below in order to continue participating in the housing choice voucher program.

B. The family must:

1. Supply any information that the PHA or HUD determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.

2. Disclose and verify social security numbers and sign and submit consent forms for obtaining information.

3. Supply any information requested by the PHA to verify that the family is living in the unit or information related to family absence from the unit.

4. Promptly notify the PHA in writing when the family is away from the unit for an extended period of time in accordance with PHA policies.

5. Allow the PHA to inspect the unit at reasonable times and after reasonable notice.

6. Notify the PHA and the owner in writing before moving out of the unit or terminating the lease.

7. Use the assisted unit for residence by the family. The unit must be the family's only residence.

8. Promptly notify the PHA in writing of the birth, adoption, or court-awarded custody of a child.

9. Request PHA written approval to add any other family member as an occupant of the unit.

10. Promptly notify the PHA in writing if any family member no longer lives in the unit.

12. Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease.

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

D. The family (including each family member) must not:

1. Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space).

2. Commit any serious or repeated violation of the lease.

3. Commit fraud, bribery or any other corrupt or criminal act in connection with the program

4. Engage in drug-related criminal activity or violent criminal activity or other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises.

5. Sublease or let the unit or assign the lease or transfer the unit.

6. Receive housing choice voucher program housing assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State or local housing assistance program.

7. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.

8. Receive housing choice voucher program housing assistance while residing in a unit owned by a parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

9. Engage in abuse of alcohol in a way that threatens the health, safety or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises.

5. Illegal Discrimination

If the family has reason to believe that, in its search for suitable housing, it has been discriminated against on the basis of age, race, color, religion, sex, disability, national origin, or familial status, the family may file a housing discrimination complaint with any HUD Field Office in person, by mail, or by telephone. The PHA will give the family information on how to fill out and file a complaint.

6. Expiration and Extension of Voucher

The voucher will expire on the date stated in item 3 on the top of page one of this voucher unless the family requests an extension in writing and the PHA grants a written extension of the voucher in which case the voucher will expire on the date stated in item 4. At its discretion, the PHA may grant a family's request for one or more extensions of the initial term.

MINIMUM AND MAXIMUM TENANT PAYMENT

Typically, the minimum amount you will pay for rent is 30% of your monthly income after certain deductions and allowances.

The maximum amount that you are allowed to pay toward your rent is 40% of your monthly income after certain deductions and allowances.

The HRA will calculate this after verifying the information on your application.

Your Metro HRA Representative will compute your household income and monthly adjusted income, giving you credit for any allowances or deductions for which you are entitled for dependents, medical expenses (elderly, handicapped, or disabled households only), or expenses for the care of dependents, as follows:

1. \$480.00 for each dependent (all those 17 and under and all those 18 and over except head of household or spouse, who are full time students, handicapped or disabled).
2. Expenses for childcare while you are employed or attending school, providing:
 - a) There is no adult household member capable of providing the childcare during the hours the care is needed.
 - b) The amount is reasonable for the hours and type of care provided.
 - c) The amount of the childcare does not exceed the amount of the income.
 - d) The amount is not paid by an agency or an individual outside the household.

EXAMPLE:

Annual Income \$10,000

Allowances

3 Minor Children @ \$480 \$1,440

Child Care Expenses \$1,550

Total Allowances \$2,990

Annual Income After Allowances \$7,010

Monthly Income After Allowances \$ 584

30% of Monthly Income After Allowances \$ 175
(Minimum Tenant Rent Payment)

40% of Monthly Income After Allowances \$ 234
(Maximum Tenant Rent Payment)

3. FOR ELDERLY ONLY (Head of household age 62 or older, handicapped or disabled.)

- \$400 Elderly Allowance per family.
- Medical expenses which exceed 3% of the gross annual income and which are not paid by outside sources (insurance etc.).

NOTE: You are required to report any changes in your income and family size which occur between the date you receive your Certificate/Voucher and the date you begin receiving assistance.

METRO HRA
Participating Communities
 (Revised December 2002)

Andover	Hilltop	Shorewood
Anoka	Hollywood Twp.	Spring Lake Park
Arden Hills	Hopkins	Spring Park
Benton Twp.	Independence	Tonka Bay
Bethel	Laketown Twp.	Vadnais Heights
Blaine	Lauderdale	Victoria
Brooklyn Center	Lexington	Waconia
Brooklyn Park	Lino Lakes	Waconia Twp.
Burns Twp.	Linwood Twp.	Watertown
Camden Twp.	Little Canada	Watertown Twp.
Carver	Long Lake	Wayzata
Centerville	Loretto	White Bear Lake
Champlin	Maple Grove	White Bear Twp.
Chanhassen	Maple Plain	Woodland
Chaska	Maplewood	Young America Twp.
Chaska Twp.	Mayer	
Circle Pines	Medicine Lake	
Cologne	Medina	
Columbia Heights	Minnetonka	
Columbus Twp.	Minnetonka Beach	
Coon Rapids	Minnetrista	
Corcoran	Mound	
Crystal	Mounds View	
Dahlgren Twp.	New Brighton	
Dayton	New Germany	
Deephaven	New Hope	
East Bethel	North Oaks	
Eden Prairie	North St. Paul	
Edina	Norwood Young America	
Excelsior	Oak Grove	
Falcon Heights	Orono	
Fort Snelling	Osseo	
Fridley	Ramsey	
Gem Lake	Robbinsdale	
Golden Valley	Rockford	
Greenfield	Rogers	
Greenwood	Roseville	
Hamburg	San Francisco Twp.	
Ham Lake	St. Anthony	
Hanover	St. Bonifacius	
Hancock Twp.	St. Francis	
Hassan Twp.	Shoreview	

Metro HRA
Section 8- Payment Standard By Zipcode

Effective 2/1/2025 Annuals & New/Moves

Zip Code	Studio	1BR	2BR	3 BR	4 BR	5 BR	6BR
55005*	1400	1590	1940	2580	2890	3324	3757
55011	1578	1784	2176	2930	3322	3821	4319
55014	1320	1500	1830	2440	2730	3140	3549
55025*	1190	1350	1650	2200	2460	2829	3198
55038*	1580	1790	2180	2900	3250	3738	4225
55070*	1088	1225	1499	2019	2293	2637	2981
55092*	1060	1200	1460	1970	2240	2576	2912
55106*	1060	1200	1460	1970	2240	2576	2912
55108*	1220	1380	1690	2250	2548	2930	3312
55109*	1150	1300	1590	2120	2370	2726	3081
55110*	1140	1290	1570	2100	2380	2737	3094
55111*	1060	1200	1460	1970	2240	2576	2912
55112	1100	1250	1520	2020	2280	2622	2964
55113*	1180	1340	1630	2170	2430	2795	3159
55117*	1060	1200	1460	1970	2240	2576	2912
55119*	1110	1250	1530	2040	2280	2622	2964
55120*	1060	1200	1460	1970	2240	2576	2912
55126	1280	1450	1770	2360	2640	3036	3432
55127	1380	1560	1900	2530	2830	3255	3679
55130*	1060	1200	1460	1970	2240	2576	2912
55303	1170	1330	1620	2160	2420	2783	3146
55304	1560	1760	2150	2870	3250	3738	4225
55305*	1480	1680	2050	2770	3130	3600	4069
55311*	1640	1850	2260	3010	3370	3876	4381
55315	1220	1380	1680	2240	2510	2887	3263
55316	1360	1540	1880	2500	2800	3220	3640
55317	1520	1720	2100	2800	3130	3600	4069
55318	1240	1400	1710	2280	2550	2933	3315
55322	1190	1350	1650	2230	2520	2898	3276
55327*	1323	1490	1823	2460	2783	3201	3618
55331	1199	1364	1661	2211	2475	2846	3217
55340*	1640	1850	2260	3010	3370	3876	4381
55343*	1250	1420	1730	2310	2610	3002	3393
55344	1470	1660	2030	2660	3010	3462	3913
55345	1529	1727	2112	2849	3212	3693	4175
55346	1640	1860	2270	3020	3390	3899	4407
55347	1670	1890	2310	3080	3450	3968	4485
55352*	1200	1360	1660	2210	2480	2852	3224
55356	1530	1730	2110	2810	3150	3623	4095
55357	1060	1200	1460	1970	2240	2576	2912
55359	1060	1200	1460	1970	2240	2576	2912
55360	1210	1370	1670	2220	2490	2864	3237

* These amounts do not apply to units in the cities of Minneapolis, Saint Paul, Plymouth, Bloomington, Richfield or St Louis Park and units in Dakota, Scott and Washington County. These areas have separate Housing Authorities and their own payment standards apply.

See www.housinglink.org for more information

Zip Code	Studio	1BR	2BR	3 BR	4 BR	5 BR	6BR
55364	1150	1300	1590	2120	2370	2726	3081
55367	1060	1200	1460	1970	2240	2576	2912
55368	1060	1200	1460	1970	2240	2576	2912
55369*	1560	1760	2150	2860	3210	3692	4173
55374*	1320	1490	1820	2420	2715	3122	3529
55375	1110	1260	1540	2050	2290	2634	2977
55384	1221	1375	1683	2266	2541	2922	3303
55386	1830	2070	2530	3370	3770	4336	4901
55387	1150	1300	1590	2120	2370	2726	3081
55388*	1060	1200	1460	1970	2240	2576	2912
55391*	1617	1826	2233	2970	3333	3832	4332
55397*	1060	1200	1460	1970	2240	2576	2912
55410*	1430	1606	1969	2651	3003	3453	3904
55411*	1078	1221	1496	2013	2288	2631	2974
55412*	1300	1470	1790	2380	2670	3071	3471
55416*	1595	1804	2200	2970	3366	3871	4376
55417*	1180	1340	1630	2170	2430	2795	3159
55418*	1188	1342	1639	2211	2508	2884	3260
55421*	1090	1240	1510	2040	2310	2657	3003
55422*	1270	1430	1750	2330	2610	3002	3393
55423*	1160	1310	1600	2130	2390	2749	3107
55424*	1580	1790	2180	2900	3250	3738	4225
55425*	1250	1410	1720	2290	2570	2956	3341
55426*	1270	1430	1750	2330	2636	3032	3427
55427*	1240	1400	1710	2280	2550	2933	3315
55428*	1100	1250	1520	2020	2270	2611	2951
55429	1127	1274	1558	2097	2381	2739	3096
55430*	1180	1340	1630	2170	2430	2795	3159
55432	1130	1280	1560	2080	2330	2680	3029
55433	1170	1330	1620	2160	2420	2783	3146
55434	1420	1610	1960	2610	2920	3358	3796
55435*	1628	1837	2244	3025	3432	3947	4462
55436*	1518	1705	2090	2816	3190	3669	4147
55439*	1430	1606	1969	2651	3003	3453	3904
55441*	1310	1480	1810	2410	2700	3105	3510
55442*	1560	1760	2150	2860	3210	3692	4173
55443	1160	1310	1600	2130	2411	2772	3134
55444	1120	1270	1550	2060	2310	2657	3003
55445	1830	2070	2530	3370	3770	4336	4901
55446*	1610	1820	2220	2960	3310	3807	4303
55447*	1500	1700	2070	2760	3090	3554	4017
55448	1480	1680	2050	2730	3060	3519	3978
55449	1600	1810	2210	2940	3312	3809	4306
55450*	1060	1200	1460	1970	2240	2576	2912
56011*	1080	1220	1490	2010	2270	2611	2951

* These amounts do not apply to units in the cities of Minneapolis, Saint Paul, Plymouth, Bloomington, Richfield or St Louis Park and units in Dakota, Scott and Washington County. These areas have separate Housing Authorities and their own payment standards apply.

See www.housinglink.org for more information

Request for Reasonable Accommodation

A. Right to Reasonable Accommodation

A reasonable accommodation is a change, or adjustment to a housing program, service or dwelling unit that allows a qualified person with a disability to have equal access to Metro HRA Programs in order to: (1) participate fully in the Metro HRA's housing programs; (2) take advantage of services offered by Metro HRA; or (3) live in a dwelling unit. You may request a reasonable accommodation at any time you find it necessary.

You must demonstrate that there is a relationship between the requested accommodation and your disability to show that a reasonable accommodation is necessary.

The Metro HRA has attached forms to help make a written request. If you are unable to complete the form and wish to make your request orally, or need assistance with a written request, please contact your Coordinator or Community Representative and they will assist you.

B. Accommodations Metro HRA Can Make

The following list contains some of the most common types of requests made by applicants or participants in the Housing Choice Voucher program.

- ❖ Offer an additional voucher extension of "shopping time" allowed for you to locate rental housing.
- ❖ Offer an increase in the payment standard, not to exceed 120 percent of the fair market rent or to the utility allowance, if necessary to enable a family to select a unit that accommodates a permanent disability.
- ❖ Consider a request for an increase in the subsidy standard used to determine the voucher size your family receives. The need for an additional bedroom is limited to families who require a live-in aide; have large-size, doctor prescribed medical apparatus directly related to a disability which requires additional space; or where an additional bedroom is necessary due to specific disabilities of a family member(s) related needs.

C. Accommodations Metro HRA Cannot Make

Modifications that Result in an Undue Financial or Administrative Burden: Metro HRA cannot provide an accommodation if it results in an undue financial or administrative burden or a fundamental alteration in the way Metro HRA administers its housing programs which alters the essential nature of the HRA operations.

Alterations or Modifications to a Private Rental Unit or Landlord Practice: Applicants or participants in the Housing Choice Voucher program who require a physical alteration to a privately owned rental unit **MUST** direct their request to the landlord. Metro HRA cannot make, or force a landlord to make an accommodation to a privately owned rental unit. The Fair Housing Law applies to all housing; however, in private leased housing the cost of any physical modification to the unit is typically the tenant's responsibility.

D. Approval/Denial of a Requested Accommodation

The Metro HRA will respond to requests for reasonable accommodation within a reasonable amount of time. If Metro HRA denies a request for an accommodation, the Metro HRA will discuss with the family whether an alternative accommodation could effectively address the family's disability related needs. The Metro HRA may contact the requestor if additional information is needed to negotiate an alternative accommodation.

E. Requesting a Reasonable Accommodation

If you feel you need a reasonable accommodation, please contact your HRA Coordinator to fill out the required forms to enable the HRA to contact a Medical Professional(s) to verify your circumstances.

<p>This is important housing information. If you do not understand it, have someone translate it for you now.</p>
<p>Información importante acerca de las viviendas. Si usted no lo comprende, pida a alguien que le traduzca ahora.</p>
<p>Qhov no yog lus tseem ceeb heev qhia txog tsev nyob. Yog tias koj tsis tau taub thov hais rau lwm tus pab txhais rau koj.</p>
<p>Это важная информация о жилищи. Если Вы её не понимаете, попросите кого-нибудь сейчас перевести её Вам.</p>
<p>Kani waa warbixin muhiim ah ee ku saabsan guriyaha. Haddii aadan fahamsaneyn waa in aad heshaa hadeertaan qof kuu tarjuma</p>

Return Form To

390 Robert Street North
 St. Paul, MN 55101
 •Phone 651-602-1428 •Fax 651-602-1313 •TTY 651-291-0904

HCV Size _____

Effective Date of Assistance _____

IMPORTANT

Assuming all required paperwork is returned, Metro HRA will begin assistance as soon as 1) the unit passes an HQS inspection, 2) the date listed above, or 3) when the family takes possession of the unit, whichever is later.

For moves outside of Metro HRA jurisdiction the RTA must be returned by the 10th.

OMB Approval No. 2577-0169 (Exp. 04/30/2014)

REQUEST FOR TENANCY APPROVAL

Housing Choice Voucher Program
 US Department of Housing and Urban Development
 Office of Public and Indian Housing

Address of Unit: <i>(street address, apartment number, city, state & zip code).</i> <input type="checkbox"/> Occupied <input type="checkbox"/> Vacant (Must be vacant for inspection)	Lease Begins: ____/____/____	Number of Bedrooms:
	Date Available for Inspection: ____/____/____	Security Deposit: \$
Lease Term: ____ month to month ____ 6 month ____ 12 month ____ other Rent Special Included <input type="checkbox"/> Yes <input type="checkbox"/> No	Contract Rent: \$	*Year Built:
Type of House/Apartment: <input type="checkbox"/> Single Family <input type="checkbox"/> Duplex/Townhome <input type="checkbox"/> Apartment <input type="checkbox"/> Mobile Home <input type="checkbox"/> Other		
If the unit is subsidized, indicate the type of subsidy: <input type="checkbox"/> Section 236 (Insured or noninsured) <input type="checkbox"/> Section 515 (Rural Development) <input type="checkbox"/> Section 202 <input type="checkbox"/> Section 221 (d) (3) (BMIR) <input type="checkbox"/> Home <input type="checkbox"/> Tax Credit <input type="checkbox"/> Other (describe other subsidy, including any State or Local subsidy)		

UTILITIES PAID BY TENANT: Please X those paid by tenant and circle the type of energy source:

*Please note in order for tenant to be responsible for any utilities the source must be separately metered.

_____ Heat <i>(circle source)</i>	Gas Electric Bottle Gas Fuel Oil	_____ Lights, Refrigeration and Miscellaneous Electricity
_____ Water Heating = Source to heat the water <i>(circle source)</i>	Gas Electric Bottle Gas Fuel Oil	_____ Trash
_____ Cooking Fuel <i>(circle source)</i>	Gas Electric Bottle Gas Fuel Oil	_____ Water/Water Surcharge
		_____ Sewer

- Is the unit in an apartment building? _____ Yes _____ No
 If yes, do you have a water surcharge? _____ Yes _____ No
- Does the Tenant provide the Stove? _____ Yes _____ No
- Does the Tenant provide the Refrigerator? _____ Yes _____ No

ADDITIONAL INFORMATION:

Is a garage included in the rent? _____ **Yes** _____ **No** ; If yes, is the garage optional? _____ **Yes** _____ **No** ;
If the garage is optional, how much is attribute to the garage rent? **\$** _____

METRO HRA DETERMINATIONS:

- a. The Metro HRA has not screened the family's behavior or suitability for tenancy. Such screening is the owner's responsibility.
- b. The owner's lease must include word for word, all provisions of the HUD tenancy addendum.
- c. The Metro HRA will arrange for inspection of the unit and will notify the owner and family as to whether or not the unit will be approved.

OWNER CERTIFICATION: The owner, by executing this request certifies the following:

- a. The most recent rent charged for the above unit was \$_____ per month. The rent included the following utilities:
_____.
- b. The reason for any differences between the prior rent and the rent proposed above is:
_____.
- c. The program regulation requires the PHA to certify that the rent and other charges to the housing choice voucher tenant is not more than the rent and other charges for other unassisted comparable units. **Owners of complexes with more than 4 units must complete the following section for most recently leased comparable unassisted units within the premises.**

Address and unit number	Date Rented	Rental Amount
1.		
2.		
3.		

- d. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.
- e. Check one of the following:
 Lead-based paint disclosure requirements do not apply because this property was built on or after January 1, 1978.
 The unit, common areas servicing the unit and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the Federal certification program or under a federally accredited State or Tribal certification program.
 A completed statement is attached containing disclosure of known information on lead-based paint and/or lead-based paint hazards in the unit, common areas or exterior painted surfaces, including a statement that the owner has provided the lead hazard information pamphlet to the family. **If you need a copy of this statement, please contact the Metro HRA.***

Painting/Repair of deteriorated paint surfaces on units built before January 1, 1978 must be completed by an individual certified in lead-based paint safe work practices.

*****SIGNATURES REQUIRED BELOW*****

<p><u>OWNER/MANAGER</u></p> <hr/> <p>Name of Owner _____</p> <hr/> <p><u>PERSON TO CONTACT ABOUT INSPECTIONS</u></p> <p>Name _____ Phone _____</p> <hr/> <p>Have you worked with Metro HRA before? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, what is your Metro HRA Vendor #?</p> <hr/> <p>Metro HRA Vendor Number if known _____ What other properties have we paid you for? _____</p> <hr/> <p>X _____ X _____ <i>Signature</i> <i>Date</i></p> <hr/> <p>Owner Address _____</p> <hr/> <p>City _____ State _____ Zip _____</p> <hr/> <p>(Daytime Telephone Number) _____</p> <hr/> <p>Owner E-mail Address _____</p> <hr/> <p>* The Metro HRA will need a copy of the lease and the lead based paint disclosure form signed by the owner and tenant before a housing assistance payment will be authorized if the unit was built before 1978.</p>	<p align="center"><u>TENANT</u></p> <p>X _____ X _____ <i>Signature</i> <i>Date</i></p> <hr/> <p>Authorization: <i>I understand that according to federal regulations for the Section 8 Housing Choice Voucher Program the Housing Authority is required to provide the owner my current address and name and address of the landlord at my current and prior address, if known. By signing this form I am authorizing the release of this information to the owner of rental property where I am requesting to receive assistance.</i></p> <p><u>TENANT (Print or Type)</u></p> <p>Name: _____</p> <p>Phone: _____</p> <p>Mailing Address: _____ (if different than above)</p> <hr/> <p>Current Landlord Name _____ Phone _____</p> <hr/> <p>Current Landlord Address _____</p> <hr/> <p>City _____ State _____ Zip _____</p> <p>Participant's Previous Address: _____</p> <hr/> <p>Previous Landlord Name _____ Phone _____</p> <hr/> <p>Previous Landlord Address _____</p> <hr/> <p>City _____ State _____ Zip _____</p>
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Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Eligible families submit this information to the Public Housing Authority (PHA) when applying for housing assistance under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The PHA uses the information to determine if the family is eligible, if the unit is eligible, and if the lease complies with program and statutory requirements. Responses are required to obtain a benefit from the Federal Government. The information requested does not lend itself to confidentiality.

**Housing Assistance Payments Contract
(HAP Contract)
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program**

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

Part C of HAP Contract: Tenancy Addendum

1. Section 8 Voucher Program

- a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).
- b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

2. Lease

- a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.
- b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

3. Use of Contract Unit

- a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.
- b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.
- c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.
- d. The tenant may not sublease or let the unit.
- e. The tenant may not assign the lease or transfer the unit.

4. Rent to Owner

- a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.
- b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.

- c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:
 - (1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or
 - (2) Rent charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner

- a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.
- b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.
- c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.
- d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.
- e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.
- f. The owner must immediately return any excess rent payment to the tenant.

6. Other Fees and Charges

- a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.
- b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.
- c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

7. Maintenance, Utilities, and Other Services

- a. **Maintenance**

- (1) The owner must maintain the unit and premises in accordance with the HQS.
- (2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

b. Utilities and appliances

- (1) The owner must provide all utilities needed to comply with the HQS.
- (2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:
 - (a) Pay for any utilities that are to be paid by the tenant.
 - (b) Provide and maintain any appliances that are to be provided by the tenant.

c. Family damage. The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.

d. Housing services. The owner must provide all housing services as agreed to in the lease.

8. Termination of Tenancy by Owner

a. Requirements. The owner may only terminate the tenancy in accordance with the lease and HUD requirements.

b. Grounds. During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:

- (1) Serious or repeated violation of the lease;
- (2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
- (3) Criminal activity or alcohol abuse (as provided in paragraph c); or
- (4) Other good cause (as provided in paragraph d).

c. Criminal activity or alcohol abuse.

- (1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:
 - (a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
 - (b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
 - (c) Any violent criminal activity on or near the premises; or
 - (d) Any drug-related criminal activity on or near the premises.

(2) The owner may terminate the tenancy during the term of the lease if any member of the household is:

- (a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or
- (b) Violating a condition of probation or parole under Federal or State law.

(3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

(4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d. Other good cause for termination of tenancy

- (1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
- (2) During the initial lease term or during any extension term, other good cause may include:
 - (a) Disturbance of neighbors,
 - (b) Destruction of property, or
 - (c) Living or housekeeping habits that cause damage to the unit or premises.
- (3) After the initial lease term, such good cause may include:
 - (a) The tenant's failure to accept the owner's offer of a new lease or revision;
 - (b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or
 - (c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).
- (4) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.
- (5) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner: (a) will occupy the unit as a primary residence; and (b) has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This

provision shall not affect any State or local law that provides for longer time periods or addition protections for tenants. **This provision will sunset on December 31, 2012 unless extended by law.**

more demanding standard than other tenants in determining whether to evict or terminate.

e. Protections for Victims of Abuse.

- (1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of such a victim.
- (2) Criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence, or stalking.
- (3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program.
- (4) Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
- (5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a

- (6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.
- (7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

f. Eviction by court action. The owner may only evict the tenant by a court action.

g. Owner notice of grounds

- (1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.
- (2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.
- (3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

9. Lease: Relation to HAP Contract

If the HAP contract terminates for any reason, the lease terminates automatically.

10. PHA Termination of Assistance

The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.

11. Family Move Out

The tenant must notify the PHA and the owner before the family moves out of the unit.

12. Security Deposit

- a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)
- b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.

- c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.
- d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

13. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

14. Conflict with Other Provisions of Lease

- a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.
- b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

15. Changes in Lease or Rent

- a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.
- b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:
 - (1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;
 - (2) If there are any changes in lease provisions governing the term of the lease;
 - (3) If the family moves to a new unit, even if the unit is in the same building or complex.
- c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.
- d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

16. Notices

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

17. Definitions

Contract unit. The housing unit rented by the tenant with assistance under the program.

Family. The persons who may reside in the unit with assistance under the program.

HAP contract. The housing assistance payments contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP contract.

Household. The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

Housing quality standards (HQS). The HUD minimum quality standards for housing assisted under the Section 8 tenant-based programs.

HUD. The U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

Lease. The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.

PHA. Public Housing Agency.

Premises. The building or complex in which the contract unit is located, including common areas and grounds.

Program. The Section 8 housing choice voucher program.

Rent to owner. The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

Section 8. Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

Tenant. The family member (or members) who leases the unit from the owner.

Voucher program. The Section 8 housing choice voucher program. Under this program, HUD provides funds to a PHA for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy for a tenancy under the voucher program.

INFORMATION FOR RENTAL PROPERTY OWNERS ON THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM

Section 8 is a federal housing program funded through the U.S. Department of Housing and Urban Development. Currently, over 5,000 families in Anoka, Carver, and suburban Hennepin and Ramsey Counties are receiving assistance each month with their rent payments through the Section 8 Housing Choice Voucher Program administered by the Metro Housing and Redevelopment Authority (HRA).

The following information describes the Section 8 program as a three-way partnership between the Metro HRA, property owner and tenant. The success of the program at Metro HRA, is due to the willingness and cooperation of more than 2,000 property owners and managers. Without this participation, the program would not exist.

METRO HRA

- Maintains a waiting list of program applicants
- Determines household's eligibility and assistance level
- Issues Voucher to family
- Supplies family with Request for Tenancy Approval form (RTA) which the tenant provides
- Approves rent and tenancy
- Performs Housing Quality Standards inspection
- Prepares contract and sends to owner
- Issues housing assistance payments to owners

OWNER

- Shows available unit
- Screens prospective tenant
- Approves tenant
- Completes RTA form
- Provides proposed lease
- Signs and returns contract
- Complies with housing quality standards
- Enforces terms of lease

TENANT

- Contacts owner for unit
- Expresses interest in renting unit
- Completes RTA form with owner (Returns RTA to the Metro HRA by the 15th of the month before assistance is to begin)
- Abides by lease terms and program policies

If you are interested in more information go to <http://www.metrocouncil.org/housing/HRA/OwnerHandbook.pdf> or please contact the Metro HRA to request an *Owner Handbook*, we would be happy to mail one to you. This handbook is designed to provide rental property owners, managers and caretakers with information needed to successfully participate in the Section 8 Rental Assistance Program.

The HRA strives to provide property owners and managers with the information necessary to ensure satisfying participation in the Section 8 Program. The HRA invites feedback from property owners that will help us to continue to improve our service. If you have specific questions or would like more detailed information regarding the Section 8 program feel to contact us at 651-602-1428.

PORTABILITY FACT SHEET

One of the greatest features of the Housing Choice Voucher Program is that your assistance can “move” with you. You may be able to use your assistance to move anywhere in the United States to an area that administers the Housing Choice Voucher Program. The term used for a move to an area outside of where you received your voucher is called *Portability*.

Attached on page **24-29** is a list of the Metro Area and Greater Minnesota area housing authorities that administer the Section 8 Housing Choice Voucher Program. Each agency has their own rules/policies that they have developed through the guidance of the federal regulations for the program. When you move or “port out” of the Metro HRA area of service, the rules of the agency that services the community you move to will apply.

THINGS YOU SHOULD KNOW ABOUT PORTABILITY

Initial Housing Authority – the housing authority that you received your voucher from.

Receiving Housing Authority – the housing authority in the area you are moving or “porting” to. The Receiving Housing Authority will have the option to:

- absorb you into their program by giving you one of their vouchers; or
- bill Metro HRA for administering your voucher and paying your subsidy after you move.

The Portability process **MAY** cause delays in the start of your rental assistance in your new unit.

If you are a new voucher holder your Voucher will have a label indicating if you are eligible to use the portability feature. To be eligible to move outside of the area that Metro HRA serves you must have resided within Metro HRA’s area of service when you applied for the Metro HRA Section 8 waiting list. If you did not, a request for a portability move may be denied. Also, if you are a new voucher holder porting with the initial use of your voucher you must be within the income eligibility guidelines for the area you are moving into or your portability move will be denied by the Receiving Housing Authority.

If you are a current participant, a proper notice to vacate must be given to your current landlord and to your Metro HRA Coordinator or Community Representative. Metro HRA will review your continued eligibility for Section 8 and determine if you are eligible for portability.

You must be in good standing with the HRA. Any debts owed to Metro HRA or another housing authority must be current prior to being approved to move.

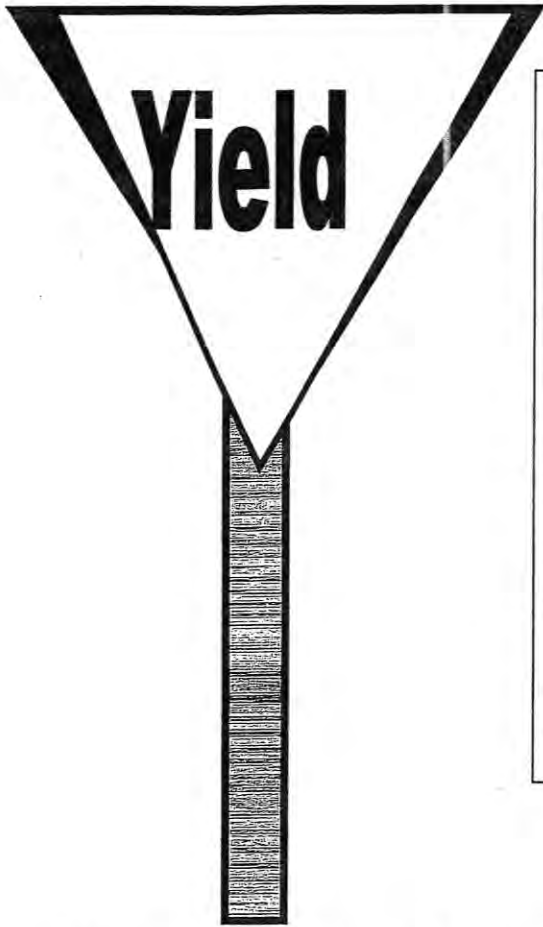
The Metro HRA **MUST** contact and forward the necessary paperwork to the receiving Housing Authority in the area that you wish to move to. When Metro HRA forwards your paperwork to the Receiving Housing Authority they will contact you to schedule an appointment to be briefed on their Section 8 program rules.

The Receiving Housing Authority will determine the final approval of the Request for Tenancy Approval (RTA) form completed by both you and the landlord. They will conduct the inspection, process a rent determination and complete the necessary paperwork for your Portability move.

The Receiving Housing Authority's Payment Standards and voucher bedroom size rules will apply.

The Receiving Housing Authority **must** approve the unit you select and the unit **must** pass a housing quality standards inspection. If you move into the unit prior to final approval from the Receiving Housing Authority you may be held responsible for the full contract rent for the unit.

When your move is completed, the staff at the Receiving Housing Authority will be your contact for future questions and information about your rent assistance.



Please ask yourself this question:

Where did I live when I applied for the Metro HRA Section 8 waiting list?

If you lived in any of the communities listed below, you are eligible to use your voucher anywhere in the nation.

If you did not live in one of these communities listed below when you applied for the Metro HRA waiting list you will be required to move to one of the cities listed on the next page in order to initially use your voucher.

Please note: Persons with a disability may request, as a reasonable accommodation, a waiver to the above information. The Metro HRA will grant waivers **only** as a reasonable accommodation for persons with a disability who are able to verify to the HRA the reasons for their inability to move to the cities covered by the Metro HRA.

Afton	Columbia Hgts	Grant	Linwood Twp	Newport	Shoreview
Andover	Columbus Twp	Greenfield	Little Canada	North Oaks	Shorewood
Anoka	Coon Rapids	Greenwood	Long Lake	North St. Paul	Spring Lk. Park
Arden Hills	Corcoran	Grey Cloud	Loretto	Norwood/Young Am.	Spring Park
Bayport	Cottage Grove	Ham Lake	Mahtomedi	Oak Grove	Stillwater
Baytown Twp	Crystal	Hamburg	Maple Grove	Oak Park Heights	Stillwater Twp
Benton Twp	Dahlgren Twp	Hancock Twp	Maple Plain	Oakdale	Tonka Bay
Bethel	Dayton	Hanover	Maplewood	Orono	Vadnais Heights
Birchwood	Deephaven	Hassan Twp	Marine	Osseo	Victoria
Blaine	Dellwood	Hilltop	May Twp	Pine Springs	Waconia
Brooklyn Ctr	Denmark Twp	Hollywood Twp	Mayer	Ramsey	Waconia Twp
Brooklyn Park	East Bethel	Hopkins	Medicine Lake	Robbinsdale	Watertown
Burns Twp	Eden Prairie	Hugo	Medina	Rockford	Watertown Twp
Camden Twp	Edina	Independence	Minnetonka	Rogers	Wayzata
Carver	Excelsior	Lake Elmo	Minnetonka Bch	Roseville	West Lakeland Twp
Centerville	Falcon Hgts	Lakeland	Minnetrista	St. Anthony	White Bear Lake
Champlin	Forest Lake	Lakeland Shores	Mound	St. Bonifacius	White Bear Twp
Chanhassen	Forest Lake Twp	Laketown Twp	Mounds View	St. Croix Beach	Willernie
Chaska	Fort Snelling	Landfall	New Brighton	St. Francis	Woodbury
Chaska Twp	Fridley	Lauderdale	New Germany	St. Marys Point	Woodland
Circle Pines	Gem Lake	Lexington	New Hope	St. Paul Park	Young America Twp
Cologne	Golden Valley	Lino Lakes	New Scandia Twp	San Francisco Twp	

What is portability?

Portability refers to moving to a different area with your Section 8 Housing Choice Voucher. If you are thinking of moving to a different area, first contact your current housing authority. Ask them if you are eligible to move, or "port" as they call it. If you are able to move to a different area with your voucher, you will need to contact the *housing authority* that covers the area you are moving to. You will also need to turn paperwork into that *housing authority* by a specific date.

**** PLEASE NOTE:** This list does not include the following counties:

Lac Qui Parle, Lake of the Woods, Lincoln, Wilkin, Rock, and all of 7-county metro counties

Housing Authority Contact Name & Number

Aitkin County

215 Third Street Southeast
Aitkin, MN 56431-1799
Nancy Houg, (218) 927-2151
FAX: (218) 927-4159
EMAIL: njhahra@charterinternet.net

Albert Lea

800 4th Avenue South
Albert Lea, MN 56007
Lynna Johnson, (507) 377-4375
FAX: (507) 373-0991
EMAIL: alhra@smig.net

Austin

308 2nd Avenue Northeast
Austin, MN 55912
Karen Mattson, (507) 433-1866
FAX: (507) 433-8317
EMAIL: kmattson@austinhra.org

Becker County

Post Office Box 787
Detroit Lakes, MN 56502
Carrissa Markuson, (218) 846-7316
FAX: (218) 846-7329
EMAIL: cdmarku@co.becker.mn.us

Beltrami County SEE BEMIDJI

Bemidji

619 America Avenue Northwest
Bemidji, MN 56601
Kathy Soli, (218) 444-4522
FAX: (218) 444-4521
EMAIL: hrabemid@paulbunyan.net

Benton County SEE ST. CLOUD

Big Stone County

301 Northwest First Street
Ortonville, MN 56278
Jodi Hormann, (320) 839-3304
FAX: (320) 839-2114
EMAIL: bschra@info-link.net

Blue Earth County SEE MANKATO

Brainerd

324 East River Road
Brainerd, MN 56401
Sandy Schwendeman, (218) 824-3427
FAX: (218) 828-8817
EMAIL: sandy@brainerdhra.org

Brown County SEE NEW ULM

Cambridge

121 South Fern Street
Cambridge, MN 55008
Marilyn Fromm, (763) 689-3883
FAX: (763) 689-9148
EMAIL: Cambhra@sherbtl.net

Carlton SEE CLOQUET

Cass County

Post Office Box 33
Backus, MN 56435
Leeann Herheim, (218) 947-3993
FAX: (218) 947-3883
EMAIL: ccmnhra@uslink.net

Chippewa County

629 North 11th Street
 Montevideo, MN 56265
David Hendrickson, (320) 269-6414
Ellen Moore, (320) 269-6414
 FAX: (320) 269-3369
 EMAIL: ccymchra@maxminn.com

Chisago County *SEE CAMBRIDGE*

Clay County

Post Office Box 99
 Dilworth, MN 56529
Janet Fossen, (218) 233-8883
 FAX: (218) 233-9491
 EMAIL: jfossen@claycohra.com

Clearwater County

Post Office Box 58
 Bagley, MN 56621
Tom Derby, (218) 694-2296
 FAX: (218) 694-6577
 EMAIL: clrwra@gvtel.com

Cloquet

950 14th Street
 Cloquet, MN 55720
Betty Forsberg, (218) 879-3353
 FAX: (218) 879-1437
 EMAIL: cloquethousing2@qwest.net

Cook County *SEE DULUTH*

Cottonwood County *SEE WORTHINGTON*

Crookston

110 Sargent Street
 Crookston, MN 56716
Debbie Wold, (218) 281-5334
 FAX: (218) 281-6214
 EMAIL: croxhra@midconetwork.com

Crow Wing County *SEE BRAINERD*

Detroit Lakes

Post Office Box 731 (mailing address)
 1111 Washington Avenue (street address)
 Detroit Lakes, MN 56502
Nancy Grabow, (218) 847-7859
 FAX: (218) 847-8432
 EMAIL: nancy@lakesnet.net

Dodge County *SEE SE MN MULTI-COUNTY*

Douglas County

715 Elm Street, Suite 1060
 Alexandria, MN 56308

Debi Miles, (320) 762-3849
Al Glaeseman, (320) 762-3849
 FAX: (320) 762-3034
 EMAIL: hra@rea-alp.com

Duluth

222 East Second Street
 Post Office Box 16900
 Duluth, MN 55816-0900
 Diane Meysman-Martin, (218) 529-6319
 FAX: (218) 529-6344
 EMAIL: dmartin@duluthhousing.com

East Grand Forks

P.O. Box 439
 East Grand Forks, MN 56721
Kim Nelson, (218) 773-2371
 FAX: (218) 773-9331
 EMAIL: knelson@ci.east-grand-forks.mn.us

Faribault County

464 Raintree Road
 Mankato, MN 56001
Mary Phillips, (507) 345-0450
 FAX: (507) 345-2404
 EMAIL: maryp@mvac.mankato.mn.us

Fergus Falls

1151 Friberg Avenue
 Fergus Falls, MN 56537
Mary Jo Schwarz, (218) 739-3249
 FAX: (218) 739-4706
 EMAIL: ffhra@prtcl.com

Fillmore County *SEE SE MN MULTI-COUNTY*

Goodhue County *SEE SE MN MULTI-COUNTY*

Courthouse
 Post Office Box 1007
 Elbow Lake, MN 56531-1007
Denise Derby, (218) 685-4494
 FAX: (218) 685-4498
 EMAIL: denise.derby@co.grant.mn.us

Heartland Community Action, Inc

{for Kandiyohi}
 Box 1359
 Willmar, MN 56201
Rachel Green, (320) 235-8637 or 1-800-992-1710
 FAX: (320) 235-7703
 EMAIL: craigw@heartlandcaa.org

Houston County *SEE SE MN MULTI-COUNTY*

Hubbard County *SEE CASS COUNTY*

Isanti County *SEE CAMBRIDGE*

Itasca County

19 Northeast Third Street
Grand Rapids, MN 55744

Diane Larson or Carrie Schmitz, (218) 326-7978

FAX: (218) 326-8031

EMAIL: ichra@mchsi.com

Jackson County SEE WORTHINGTON

Kanabec County SEE MORA

Kandiyohi County SEE HEARTLAND COMM ACTION

Kittson County SEE NW MN MULTI-COUNTY

Koochiching County

Post Office Box 466

Northome, MN 56661

Peggy Olson, (218) 897-5242

FAX: (218) 897-5312

EMAIL: koochhra@paulbunyan.net

Lake County SEE DULUTH

Le Sueur County

464 Raintree Road

Mankato, MN 56001

Mary Phillips, (507) 345-0450

FAX: (507) 345-2404

EMAIL: maryp@mvac.mankato.mn.us

Lyon County SEE WORTHINGTON

Mahnomen County SEE CLEARWATER COUNTY

Mankato

Post Office Box 3368

Mankato, MN 56002-3368

Patti Morano, (507) 387-8623

Ruth Johnson, (507) 387-8619

FAX: (507) 387-6845

EMAIL: pmorano@city.mankato.mn.us

rjohnson@city.mankato.mn.us

Marshall County SEE NW MN MULTI-COUNTY

Martin County SEE SC MULTI-COUNTY

McLeod County

Section 8 Processing Center

P.O. Box 368

Cambridge, MN 55008

Sandy Tischer**Jodi Rodriguez**

Phone: (763) 552-1447 or 1-877-370-3071

FAX: (763) 552-0197

EMAIL: mcleod@sherbtel.net

Meeker County

Section 8 Processing Center

Post Office Box 368

Cambridge, MN 55008

Sandy Tischer**Jodi Rodriguez**

Phone: (763) 552-1447 or 1-877-370-3071

FAX: (763) 552-0197

EMAIL: meekerhousing@earthlink.net

Mille Lacs County SEE AITKIN COUNTY (or) MORA

Greater MN Portability Contacts Page 4 of 6

www.housinglink.org

Moorhead

800 - 2nd Avenue North

Moorhead, MN 56560

Jennifer Morton, (218) 299-5458

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Mora

420 Bean Avenue

Mora, MN 55051

Leslie Towle, (320) 679-4789

FAX: (320) 679-4789

EMAIL: pinecrest@ncis.com

Morrison County

302 West Broadway

Little Falls, MN 56345

Diane Johnson, (320) 632-4506

FAX: (320) 632-4534

EMAIL: mchra@littlefalls.net

Mower County

59039 220th Street

Austin, MN 55912

Kevin Hoversten, (507) 434-5558

FAX: (507) 434-5559

EMAIL: kevin.hoversten@dmbroadband.com

Murray County SEE WORTHINGTON

New Ulm EDA

100 North Broadway

New Ulm, MN 56073

Colleen Ratcliff, (507) 359-8227

FAX: (507) 359-8219
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Nicollet County SEE SC MULTI-COUNTY

Nobles County SEE WORTHINGTON

Norman County SEE NW MN MULTI-COUNTY

NW MN Multi-County

Post Office Box 128
Mentor, MN 56736
Mona Anderson, (218) 637-2431
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Olmsted County/Rochester

2122 Campus Drive Southeast
Rochester, MN 55904-4744

Intakes

Kate Heider, (507) 281-6221

Lease-ups, Last Names A-J

Kris Bassi, (507) 281-7385

Lease-ups, Last Names K-Z

Mona Hoeft, (507) 287-1367

FAX: (507) 287-2275

EMAIL: Heider.kate@co.olmsted.mn.us

Bassi.kristine@co.olmsted.mn.us

Hoeft.Mona@co.olmsted.mn.us

Ottertail County

1151 Friberg Avenue
Fergus Falls, MN 56537

Mary Jo Schwarz, (218) 739-3249

FAX: (218) 739-4706

EMAIL: ffhra@prtcl.com

Owatonna HRA

540 West Hills Circle
Owatonna, MN 55060

Nancy Bokelmann, (507) 444-4346

FAX: (507) 444-4351

EMAIL: nancyb@ci.owatonna.mn.us

Pennington County SEE NW MN MULTI-COUNTY

Pine County SEE MORA

Pipestone County SEE PIPESTONE

Pipestone

202 Second Avenue Southwest
Box 365

Pipestone, MN 56164-1699

Rosalie Brual, (507) 825-2558

FAX: (507) 825-2558
EMAIL: phra@rconnect.com

Polk County SEE NW MN MULTI-COUNTY

Pope County SEE DOUGLAS COUNTY

Red Lake County SEE NW MN MULTI-COUNTY

Red Wing

428 West 5th Street
Red Wing, MN 55066

Amy Earney, (651) 385-0522, extension 120

FAX: (651) 385-0551

EMAIL: amy.earney@ci.red-wing.mn.us

Redwood County SEE WORTHINGTON

Renville County

500 East DuPue Avenue
Oliva, MN 56277

Linda Larsen, (320) 523-3656

FAX: (320) 523-3812

EMAIL: linda_l@co.renville.mn.us

Rice County

208 First Avenue Northwest
Faribault, MN 55021

Sandi Tidemann, (507) 333-0380 or 1-800-422-0464

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River Falls, WI

625 North Main Street
River Falls, WI 54022

Anne McAlpine, (715) 425-7640

FAX: (715) 425-8530

EMAIL: annemcalpine@ameritech.net

Rochester SEE OLMSTED COUNTY

Roseau County SEE NW MN MULTI-COUNTY

SE MN Multi-County

134 East Second Street
Wabasha, MN 55981

Tammy Moyer, (651) 565-2638

FAX: (651) 565-3836

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Sherburne County SEE ST. CLOUD

Sibley County SEE SC MULTI-COUNTY

SC Multi-County

410 Jackson Street, Suite 300
Mankato, MN 56001

Martin, Waseca, and Watonwan Counties:

Julie Collins, (507) 345-1977

Nicollet and Sibley Counties:

Kelly Cattrysse, (507) 345-1977
FAX: (507) 345-5908
EMAIL: jcollins@hickorytech.net
kellyc@hickorytech.net

St. Cloud

1225 West St. Germain
St. Cloud, MN 56301
Louise Reis, (320) 252-0880
FAX: (320) 252-0889
EMAIL: Lorzechowski@stcloudhra.com or
Lknettel@stcloudhra.com

St. Croix County, WI SEE RIVER FALLS, WI

St. Louis County,
(North of Cotton Township) SEE VIRGINIA

St. Louis County,
(South of Cotton Township) SEE DULUTH

Stearns County

312 North 1st Street, Suite 2
Cold Spring, MN 56320
Cheryl Josephs, (320) 685-7771
FAX: (320) 685-7580
EMAIL: cjosephs@warpdriveonline.com

Steele County SEE OWATONNA HRA

Stevens County

County Courthouse, Box 530
Morris, MN 56215
Jodi Decamp, (320) 589-7416
FAX: (320) 585-5144
EMAIL: jodidecamp@co.stevens.mn.us

Swift County

Post Office Box 286
Benson, MN 56215
Vicki Syverson, (320) 843-4676
FAX: (320) 843-4850
EMAIL: v.syverson@co.swift.mn.us

Todd County

300 Linden Avenue
Browerville, MN 56438
Kim Wallace, (320) 594-6388
FAX: (320) 594-6402
EMAIL: toddhra@rea-alp.com

Traverse County SEE STEVENS COUNTY

Virginia

Post Office Box 1146
Virginia, MN 55792
John Jarvi, (218) 741-2610, x202

Jennifer Krenz, (218) 741-2610, x204
FAX: (218) 741-2610, x221
EMAIL: john@vhra.org or jen@vhra.org

Wabasha County SEE SE MN MULTI-COUNTY

Wadena County SEE WADENA

Wadena

222 Second Street Southeast
Wadena, MN 56482
Maria Marthaler, (218) 631-7723
FAX: (218) 631-7709
EMAIL: maria@wadenahra.com

Waseca County SEE SC MULTI-COUNTY

Watsonwan County SEE SC MULTI-COUNTY

Willmar

333 Southwest 6th Street
Willmar, MN 56201
Nikki Ilgen or Delores Valdovinos, (320) 235-8637
FAX: (320) 235-7831
EMAIL: nilgen@willmar.com or
dvaldovi@willmar.com

Winona County SEE SE MN MULTI-COUNTY

Winona (City of Winona)

1756 Kraemer Drive, Suite 100
Winona, MN 55987
Tammy Glenna, (507) 454-3665
FAX: (507) 454-8173
EMAIL: tglenna@whra.hbci.com

Worthington

819 Tenth Street
Worthington, MN 56187
Deb Thompson, (507) 376-9123
FAX: (507) 376-3055
EMAIL: wgtns8@frontiernet.net

Wright County SEE ST. CLOUD

Yellow Medicine County

629 North 11th Street
Montevideo, MN 56265
Dave Hendrickson, (320) 269-6414
Ellen Moore, (320) 269-6414
FAX: (320) 269-3369 EMAIL: ccymchra@maxminn.com

SECURITY DEPOSIT

The regulations of the Section 8 Rent Assistance Program state, “the amount a family pays for a Security Deposit is based on the owner’s policy”. The owner may collect the same deposit from you as unassisted tenants.

The owner may not collect a security deposit from a family in excess of private market practice.

The Housing Authority cannot pay or assist with payments toward security deposits.

TIP:

Although Metro HRA does not offer assistance with paying the Security Deposit, you may be eligible for assistance through other agencies such as:

Anoka County Community Action Program/Lutheran Social Services

- o *Anoka County* (763) 783-4747
- o *Carver County* (952) 496-2125

Catholic Charities

- o *Saint Paul* (651) 222-3001
- o *Minneapolis* (612) 340-7500

Community Emergency Assistance Program (612) 784-4276

Emergency Assistance

- o *Anoka County* (763) 422-7200
- o *Carver County* (952) 361-1600
- o *Hennepin County* (612) 348-3400
- o *Ramsey County* (651) 266-4883

Family Services of Greater Saint Paul (651) 222-0311

Local churches

Private agencies

Ramsey Action Program (651) 220-1820

SIDE PAYMENT POLICY

When discussing the rent with you, an owner/manager may ask for extra payments that are separate from the rent.

These extra, or "side payments", can be for such items as a garage, cable TV service, storage locker, washer and dryer or pet deposit.

Side payments must be voluntary and the same cost for all tenants. You cannot be forced to pay for an extra service if you do not want it.

Metro HRA must approve all side payments before processing the lease. Metro HRA also requires that you list the side payment on the lease or sign a separate agreement with the landlord.

Check with your Community Representative or Coordinator to determine whether or not the side payment can be approved or if you have any further questions regarding side payments.

Side payments cannot be made for rent.

FINDING A PLACE TO LIVE

HOW TO FIND A RENTAL UNIT

- **Housing Information & Referral Service** www.housinglink.org

HousingLink provides vacancy information as well as training and support to housing service agencies.

- **Newspapers**

Check the classified section of local newspapers under "Houses for Rent or Lease" and "Apartments for Rent or Lease". The Sunday newspapers have the largest listing, however, most suburban communities have a local paper with listings as well.

- **Bulletin Boards**

Check laundromats, supermarkets, credit unions, etc...

- **People**

Check with friends, family or neighbors.

- **Yard/Window Signs**

Look for "For Rent" signs in yards and windows.

- **Rental Agencies/Real Estate Offices**

Note: You may be required to pay a fee and payment of a fee is not a guarantee that you will find satisfactory housing.

- **Apartment Search** (612) 870-0525
- **First Call for Help** (651) 291-0211 or "211"
- **Renter's Choice** (651) 636-3860

TIPS

- Put your best foot forward and make a good first impression.
- When you contact property owners, call from a quiet room and away from any distractions.
- Leave clear messages.
- Look everyday – constantly.
- The amount of effort you put forth will determine the outcome of your search.
- You may wish to keep track of units that accept Section 8 for future availability.
- It is the owner's choice whether or not to accept Section 8.
- Your credit history is important. If you are unsure of your credit report, there are resources available to assist you. For more information, call Consumer Credit Counseling Service at (612) 617-1778 or 1(800) 511-9204.

QUESTIONS TO ASK PROSPECTIVE OWNERS/MANAGERS

1. How many **bedrooms** are in the unit?
2. How much is the **rent**?
3. How much is the **security deposit**?
4. What, if any, **utilities** are included in the rent? Does the owner/manager supply garbage service and water?
5. Are there any special **restrictions**- such as no pets?
6. What is the initial term of the **lease**- 12 month, 6 month or month-to-month?

MAKE AN APPOINTMENT

If the housing might be what you are looking for, ask for an appointment to see it. Be sure to keep the appointment and be on time. You may want to arrive early to look around the neighborhood. Do not take a lot of friends or children with you to look at the unit. You want to give your full attention to discuss the rental unit and to present yourself at your very best.

NEGOTIATING THE LEASE

When you find a unit, you are responsible for verifying that the rent and utilities fall within the Maximum Gross Rent Limit. If necessary, you may negotiate the rent amount with the owner/manager.

HOUSING QUALITY STANDARDS INSPECTION

The purpose of the inspection is to certify that the unit meets HUD's Housing Quality Standards (HQS) regarding decent, safe and sanitary housing.

All units must pass inspection before Section 8 Rent Assistance can begin.

Most common causes of failed inspections:

- Missing or broken outlet covers
- Exposed electrical wires
- Missing, loose or non-working smoke detectors
- Cracked or broken windows
- Missing or broken window locks
- Closet doors off track
- Missing or broken stairway railings
- Peeling paint (if you have children under the age of 6)
- Loose carpet or flooring edges
- Loose or deteriorated refrigerator door gaskets
- Non-working ovens or burners
- Plumbing leaks or running faucets
- Loose toilets

TIPS

- You may wish to share this information and discuss any items of concern with the owner/manager before the inspection takes place and make sure that all repairs have been made.
- If you are already living in the unit, when you receive notice that an inspection has been scheduled, make sure that the inspectors have clear access to windows, doorways, closets, outlet covers and pipes under sinks. This may involve moving furniture or other household items and cleaning the unit.

Refer to the section entitled *A Good Place to Live* for more information regarding the inspection.

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

A Good Place to Live!

Introduction

Having a good place to live is important. Through your Public Housing Agency (or PHA) the Section 8 Certificate Program and the Housing Voucher Program help you to rent a good place. You are free to choose any house or apartment you like, as long as it meets certain requirements for quality. Under the Section 8 Certificate Program, the housing cannot cost more than the Fair Market Rent. However, under the Housing Voucher Program, a family may choose to rent an expensive house or apartment and pay the extra amount. Your PHA will give you other information about both programs and the way your part of the rent is determined.

Housing Quality Standards

Housing quality standards help to insure that your home will be safe, healthy, and comfortable. In the Section 8 Certificate Program and the Housing Voucher Program there are two kinds of housing quality standards.

Things that a home must have in order approved by the PHA, and

Additional things that you should think about for the special needs of your own family. These are items that you can decide.

The Section 8 Certificate Program and Housing Voucher Program

The Section 8 Certificate Program and Housing Voucher Program allow you to *choose* a house or apartment that you like. It may be where you are living now or somewhere else. The *must have* standards are very basic items that every apartment must have. But a home that has all of the *must have* standards may still not have everything you need or would like. With the help of Section 8 Certificate Program or Housing Voucher Program, you *should* be able to afford a good home, so you should think about what you would like your home to have. You may want a big kitchen or a lot of windows or a first floor apartment. Worn wallpaper or paint may bother you. Think of these things as you are looking for a home. Please take the time to read *A Good Place to Live*. If you would like to stay in your present home, use this booklet to see if your home meets the housing quality standards. If you want to move, use it each time you go to look for a new house or apartment, and good luck in finding your good place to live.

Read each section carefully. After you find a place to live, you can start the *Request for Lease Approval* process. You may find a place you like that has some problems with it. Check with your PHA about what to do, since it may be possible to correct the problems.

The Requirements

Every house or apartment must have at least a living room, kitchen, and bathroom. A one-room efficiency apartment with a kitchen area is all right. However, there must be a separate bathroom for the private use of your family. Generally there must be one living/sleeping room for every two family members.

1. Living Room

The Living Room must have:

Ceiling

A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster.

Walls

Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface material such as plaster.

Electricity

At least two electric outlets, or one outlet and one permanent overhead light fixture.

Do not count table or floor lamps, ceiling lamps plugged into a socket, and extension cords: they are not permanent.

- Not acceptable are broken or frayed wiring, light fixtures hanging from wires with no other firm support (such as a chain), missing cover plates on switches or outlets, badly cracked outlets.

Floor

A floor that is in good condition.

- Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

Window

At least one window. Every window must be in good condition.

- Not acceptable are windows with badly cracked, broken or missing panes, and windows that do not shut or, when shut, do not keep out the weather.

Lock

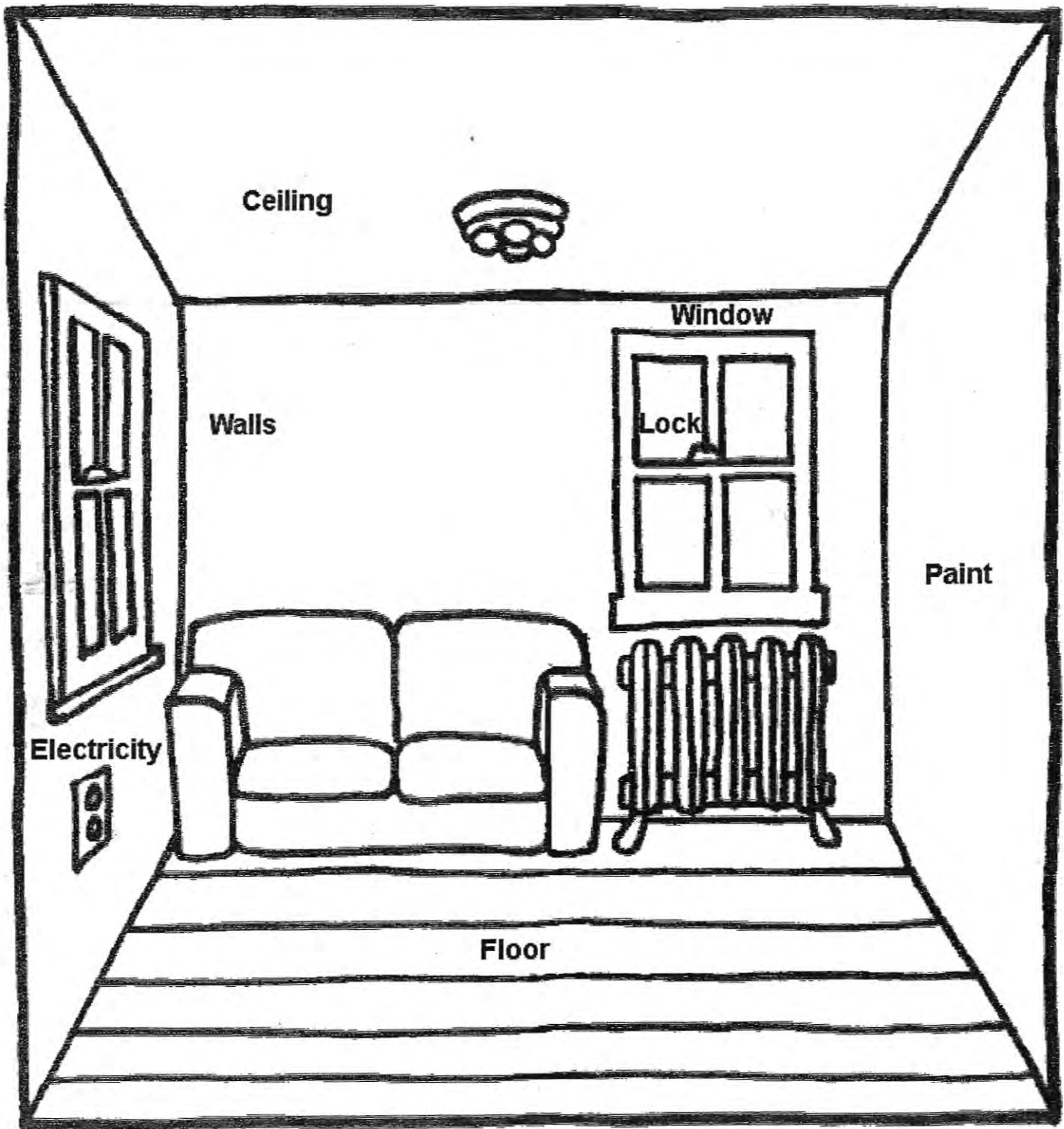
A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that cannot be reached from the ground. A window that cannot be opened is acceptable.

Paint

- No peeling or chipping paint if you have children under the age of seven and the house or apartment was built before 1978.

You should also think about:

- The types of locks on windows and doors
 - Are they safe and secure?
 - Have windows that you might like to open been nailed shut?
- The condition of the windows.
 - Are there small cracks in the panes?
- The amount of weatherization around doors and windows.
 - Are there storm windows?
 - Is there weather stripping? If you pay your own utilities, this may be important.
- The location of electric outlets and light fixtures.
- The condition of the paint and wallpaper
 - Are they worn, faded, or dirty?
- The condition of the floor.
 - Is it scratched and worn?



2. Kitchen

The Kitchen must have:

Ceiling

A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster.

Storage

Some space to store food.

Electricity

At least one electric outlet and one permanent light fixture.

Do not count table or floor lamps, ceiling lamps plugged into a socket, and extension cards; they are not permanent.

- Not acceptable are broken or frayed wiring, light fixtures hanging from wires with no other firm support (such as a chain), missing cover plates on switches or outlets, badly cracked outlets.

Stove and Oven

A stove (or range) and oven that works (This can be supplied by the tenant)

Floor

A floor that is in good condition.

Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

Preparation Area

Some space to prepare food.

Paint

No peeling or chipping paint if you have children under the age of seven and the house or apartment was built before 1978.

Window

If there is a window, it must be in good condition.

Lock

A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that can be reached from the ground. A window that cannot be opened is acceptable.

Walls

Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface material such as plaster.

Serving Area

Some space to serve food.

- A separate dining room or dining area in the living room is all right.

Refrigerator

A refrigerator that keeps temperatures low enough so that food does not spoil. (This can be supplied by the tenant.)

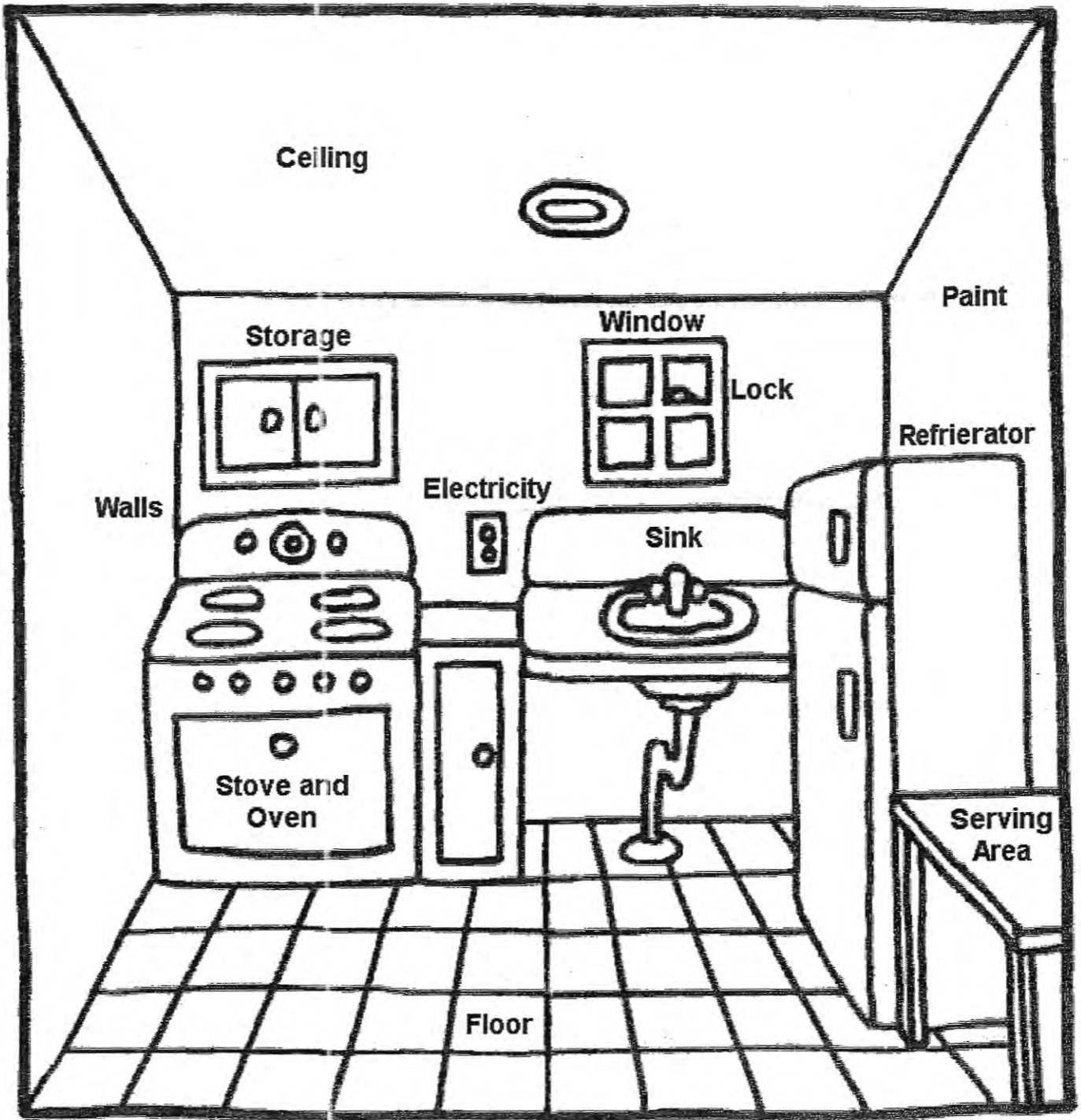
Sink

A sink with hot and cold running water.

- A bathroom sink will not satisfy this requirement.

You should also think about:

- The size of the kitchen.
- The amount, location, and condition of space to store, prepare, and serve food. Is it adequate for the size of your family?
- The size, condition, and location of the refrigerator. Is it adequate for the size of your family?
- The size, condition, and location of your sink.
- Other appliances you would like provided.
- Extra outlets.



3. Bathroom

The Bathroom must have:

Ceiling

A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster.

Window

A window that opens or a working exhaust fan.

Lock

A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that can be reached from the ground.

Toilet

A flush toilet that works.

Tub or Shower

A tub or shower with hot and cold running water.

Floor

A floor that is in good condition.

- Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

Paint

- No chipping or peeling paint if you have children under the age of seven and the house or apartment was built before 1978.

Walls

Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface such as plaster.

Electricity

At least one permanent overhead or wall light fixture.

- Not acceptable are broken or frayed wiring, light fixtures hanging from wires with no other firm support (such as a chain), missing cover plates on switches or outlets, badly cracked outlets.

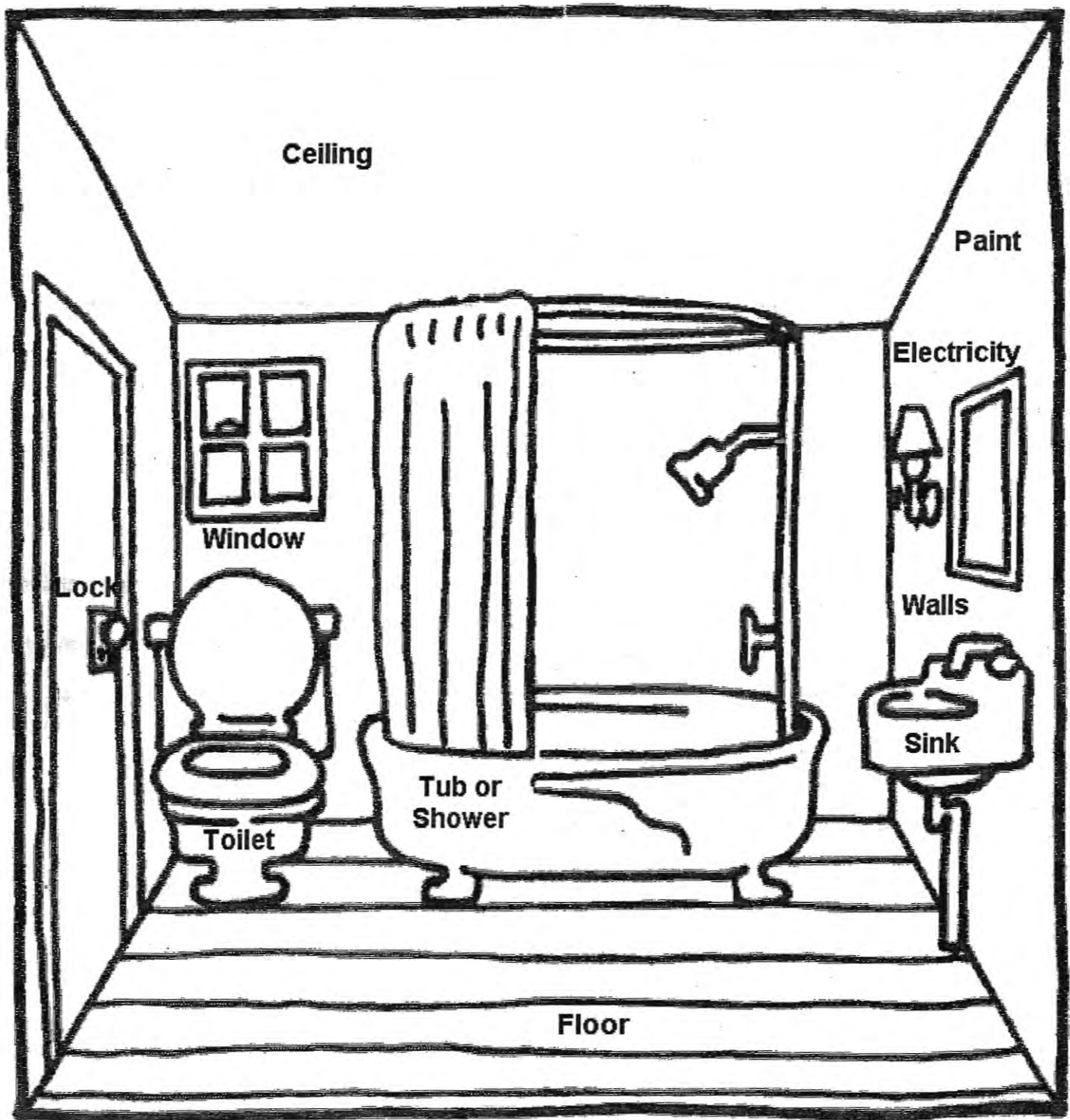
Sink

A sink with hot and cold running water.

- A kitchen sink will not satisfy this requirement.

You should also think about:

- The size of the bathroom and the amount of privacy.
- The appearances of the toilet, sink, and shower or tub.
- The appearance of the grout and seal along the floor and where the tub meets the wall.
- The appearance of the floor and walls.
- The size of the hot water heater.
- A cabinet with a mirror.



4. Other Rooms

Other rooms that are lived in include: bedrooms, dens, halls, and finished basements or enclosed, heated porches. The requirements for other rooms that are lived in are similar to the requirements for the living room as explained below.

Other Rooms Used for Living must have:

Ceiling

A ceiling that is in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging, large amounts of loose or falling surface material such as plaster,

Walls

Walls that are in good condition.

- Not acceptable are large cracks or holes that allow drafts, severe bulging or leaning, large amounts of loose or falling surface material such as plaster.

Paint

- No chipping or peeling paint if you have children under the age of seven and the house or apartment was built before 1978.

Electricity in Bedrooms

Same requirement as for living room.

In All Other Rooms Used for Living: There is no specific standard for electricity, but there must be either natural illumination (a window) or an electric light fixture or outlet.

Floor

A floor that is in good condition.

- Not acceptable are large cracks or holes, missing or warped floorboards or covering that could cause someone to trip.

Lock

A lock that works on all windows and doors that can be reached from the outside, a common public hallway, a fire escape, porch or other outside place that can be reached from the ground.

Window

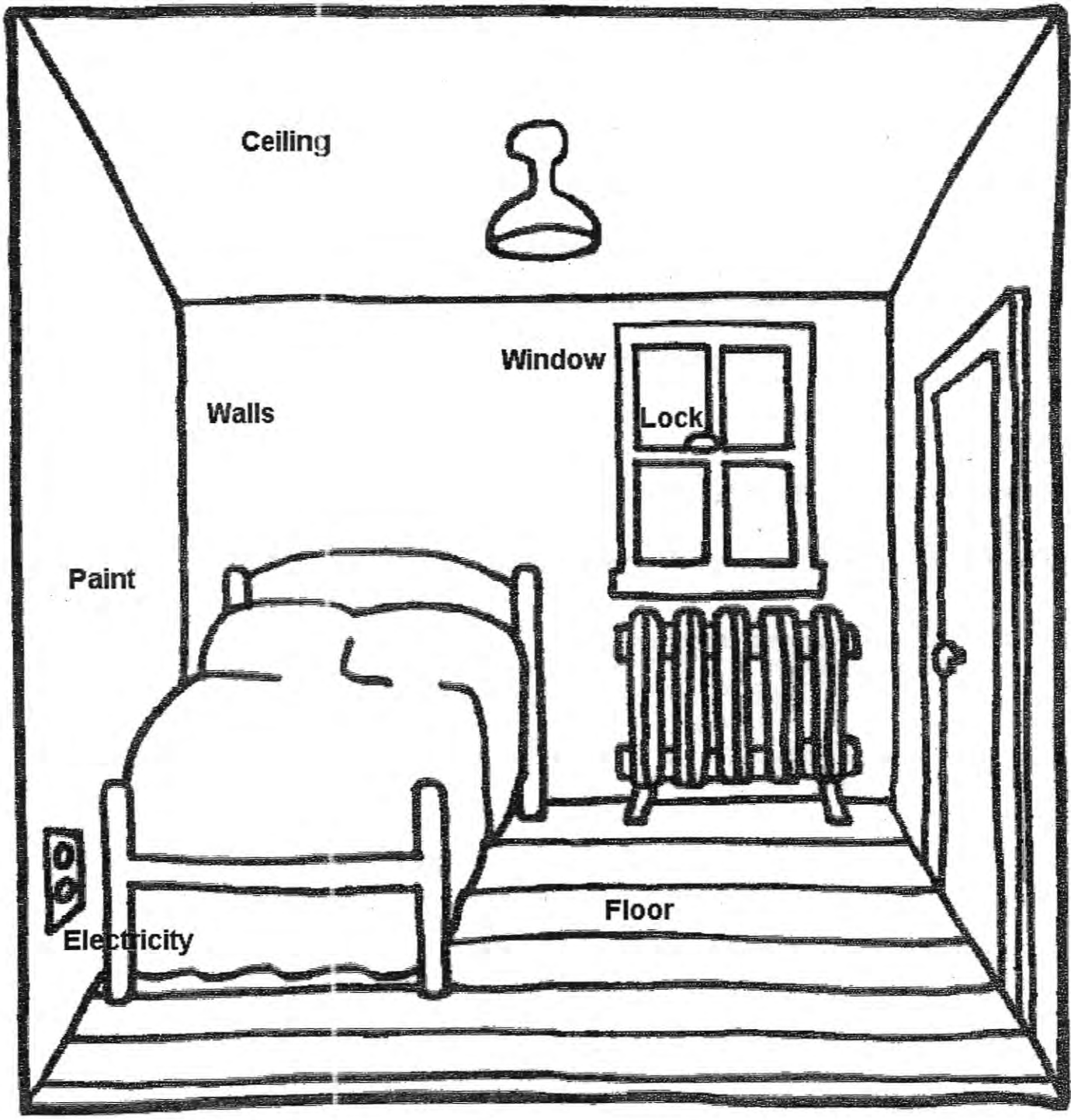
At least one window, which must be openable if it was designed to be opened, in every rooms used for sleeping. Every window must be in good condition.

- Not acceptable are windows with badly cracked, broken or missing panes, and windows that do not shut or, when shut, do not keep out the weather.

Other rooms that are not lived in may be: a utility room for washer and dryer, basement or porch. These must be checked for security and electrical hazards and other possible dangers (such as walls or ceilings in danger of falling), since these items are important for the safety of your entire apartment. You should also look for other possible dangers such as large holes in the walls, floors, or ceilings, and unsafe stairways. Make sure to look for these things in all other rooms not lived in.

You should also think about:

- What you would like to do with the other rooms.
 - Can you use them the way you want to?
- The type of locks on windows and doors.
 - Are they safe and secure?
 - Have windows that you might like to open been nailed shut?
- The condition of the windows.
 - Are there small cracks in the panes?
- The amount of weatherization windows.
 - Are there storm windows?
 - Is there weather-stripping? If you pay your own utilities, this may be important.
- The location of electric outlets and light fixtures.
- The condition of the paint and wallpaper
 - Are they worn, faded, or dirty?
- The condition of the floors.
 - Are they scratched and worn?



5. Building Exterior, Plumbing, and Heating

The Building must have:

Roof

A roof in good condition that does not leak, with gutters and downspouts, if present, in good condition and securely attached to the building.

- Evidence of leaks can usually be seen from stains on the ceiling inside the building.

Outside Handrails

Secure handrails on any extended length of stairs (e.g. generally four or more steps) and any porches, balconies, or decks that are 30 inches or more above the ground.

Walls

Exterior walls that are in good condition, with no large holes or cracks that would let a great amount of air get inside.

Foundation

A foundation in good condition that has no serious leaks.

Water Supply

A plumbing system that is served by an approvable public or private water supply system. Ask the manager or owner.

Sewage

A plumbing system that is connected to an approvable public or private sewage disposal system. Ask the manager or owner.

Chimneys

No serious leaning or defects (such as big cracks or many missing bricks) in any chimneys.

Paint

No cracking, peeling, or chipping paint if you have children under the age of seven and the house or apartment was built before 1978.

- This includes exterior walls, stairs, decks, porches, railings, windows, and doors.

Cooling

Some windows that open, or some working ventilation or cooling equipment that can provide air circulation during warm months.

Plumbing

Pipes that are in good condition, with no leaks and no serious rust that causes the water to be discolored.

Water Heater

A water heater located, equipped, and installed in a safe manner. Ask the manager.

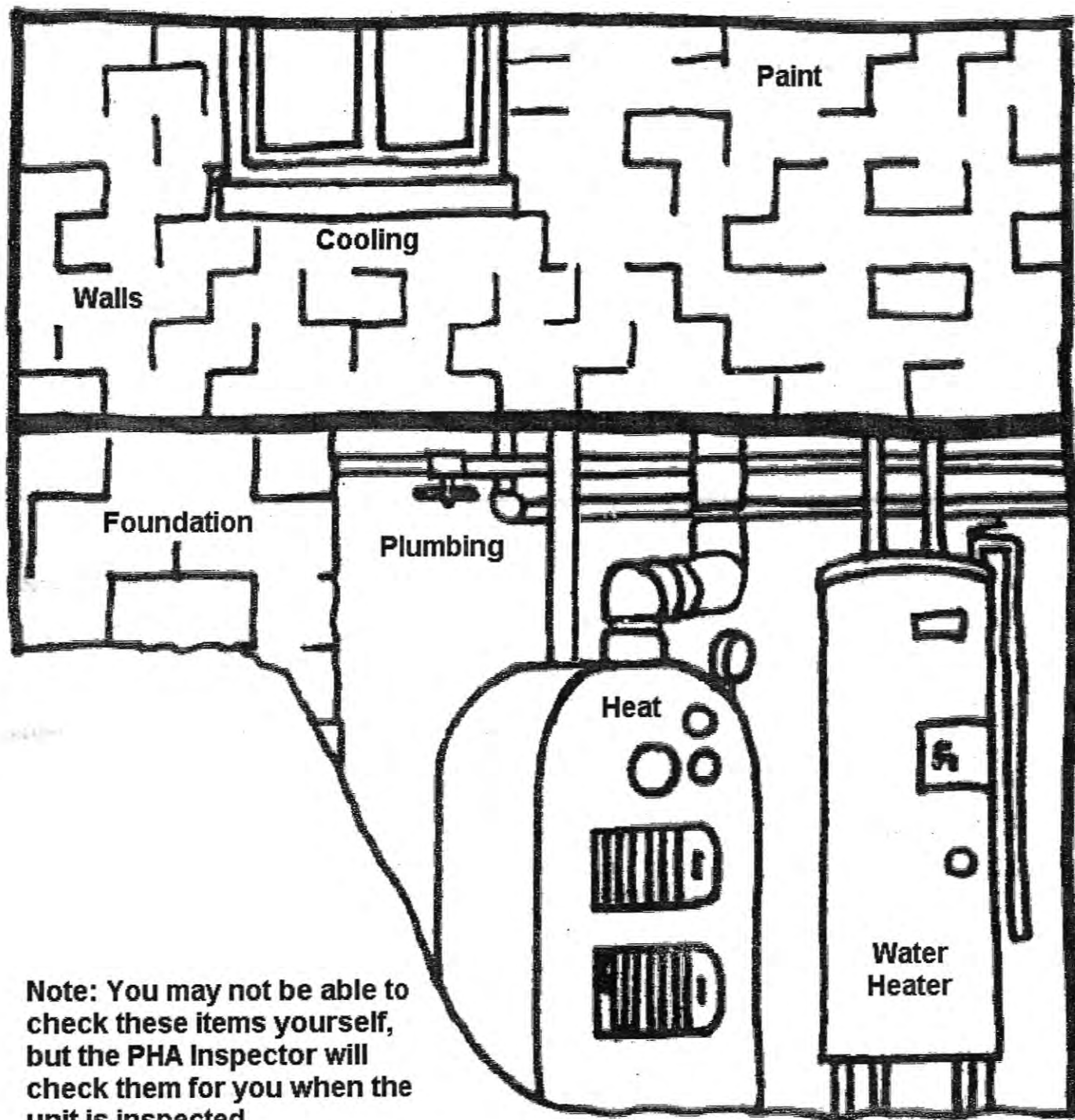
Heat

Enough heating equipment so that the unit can be made comfortably warm during cold months.

- Not acceptable are space heaters (or room heaters) that burn oil or gas and are not vented to a chimney. Space heaters that are vented may be acceptable if they can provide enough heat.

You should also think about:

- How well maintained the apartment is.
- The type of heating equipment.
 - Will it be able to supply enough heat for you in the winter, to all rooms used for living?
- The amount and type of weatherization and its affect on utility costs.
 - Is there insulation?
 - Are there storm windows?
 - Is there weather-stripping around the windows and doors?
- Air circulation or type of cooling equipment (if any).
 - Will the unit be cool enough for you in the summer?



Note: You may not be able to check these items yourself, but the PHA Inspector will check them for you when the unit is inspected.

6. Health and Safety

The Building and Site must have:

Smoke Detectors

At least one working smoke detector on each level of the unit, including the basement. If any member of your family is hearing-impaired, the smoke detector must have an alarm designed for hearing-impaired persons.

Fire Exits

The building must provide an alternate means of exit in case of fire (such as fire stairs or exit through windows, with the use of a ladder if windows are above the second floor).

Elevators

Make sure the elevators are safe and work properly.

Entrance

An entrance from the outside or from a public hall, so that it is not necessary to go through anyone else's private apartment to get into the unit.

Neighborhood

No dangerous places, spaces, or things in the neighborhood such as:

- Nearby buildings that are falling down
- Unprotected cliffs or quarries
- Fire hazards
- Evidence of flooding

Garbage

No large piles of trash and garbage inside or outside the unit, or in common areas such as hallways. There must be a space to store garbage (until pickup) that is covered tightly so that rats and other animals cannot get into it. Trash should be picked up regularly.

Lights

Lights that work in all common hallways and interior stairs.

Stairs and Hallways

Interior stairs with railings, and common hallways that are safe and in good condition. Minimal cracking, peeling or chipping in these areas.

Pollution

No serious air pollution, such as exhaust fumes or sewer gas.

Rodents and Vermin

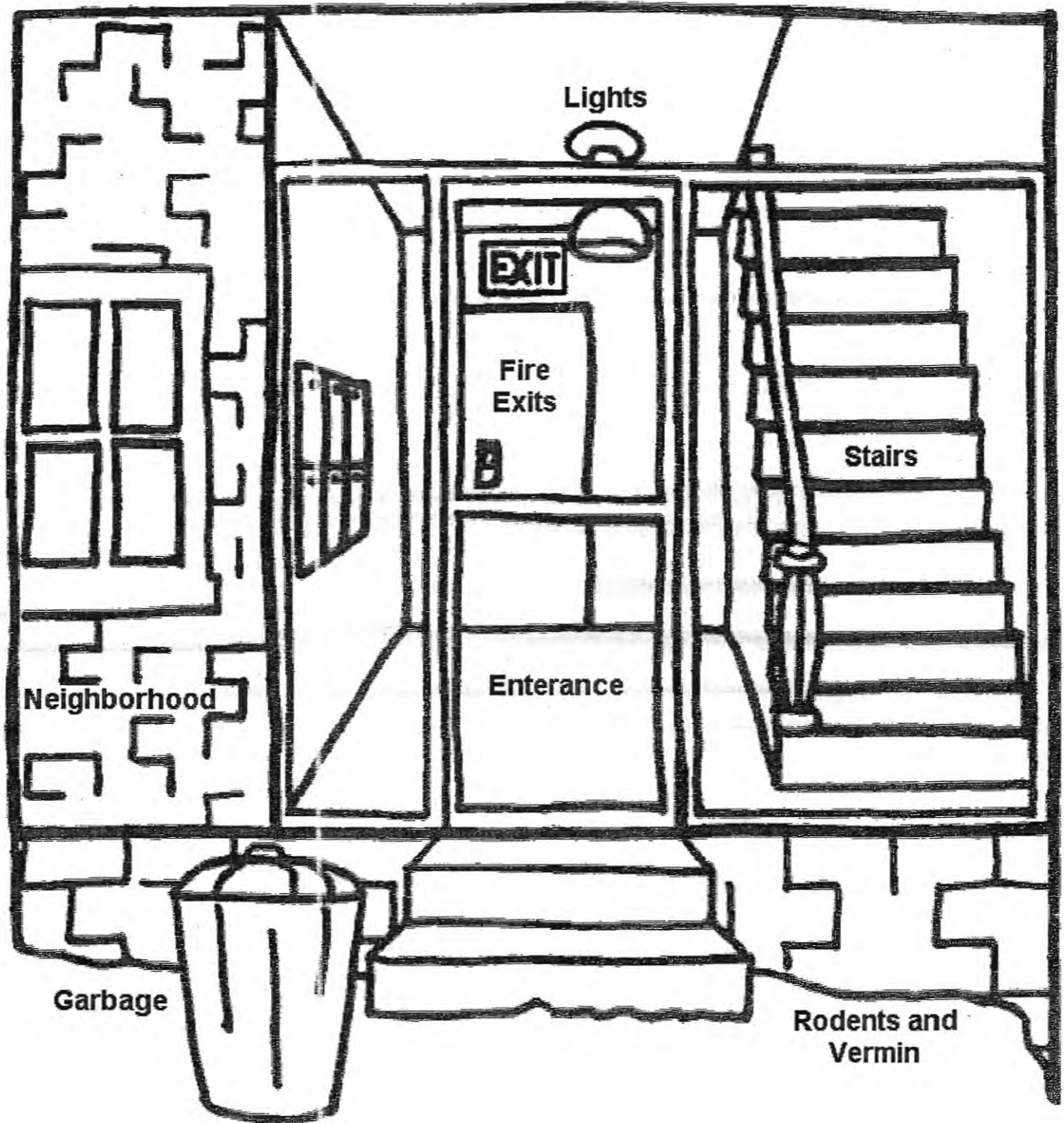
No sign of rats or large numbers of mice or vermin (like roaches).

For Manufactured Homes: Tie Downs

Manufactured homes must be placed on the site in a stable manner and be free from hazards such as sliding or wind damage.

You should also think about:

- The type of fire exit.
 - Is it suitable for your family?
- How safe the house or apartment is for your family.
- The presence of screens and storm windows.
- Services in the neighborhood.
 - Are there stores nearby?
 - Are there schools nearby?
 - Are there hospitals nearby?
 - Is there transportation nearby?
- Are there job opportunities nearby?
- Will the cost of tenant-paid utilities be affordable and is the unit energy-efficient?
- Be sure to read the lead-based paint brochure given to you by the PHA or owner, especially if the housing or apartment is older (built before 1978).



Note: You may not be able to check these items listed here yourself, but the PHA Inspector will check them for you when the unit is inspected.

Now that you have finished this booklet, you know that for a house or apartment to be a good place to live, it must meet two kinds of housing quality standards:

- Things it must have in order to be approved for the Section 8 Rental Certificate Program and the Rental Voucher Program.
- Additional things that you should think about for the special needs of your family.

You know that these standards apply in six areas of a house or apartment.

1. Living Room
2. Kitchen
3. Bathroom
4. Other Rooms
5. Building Exterior, Plumbing and Heating
6. Health and Safety

You know that when a house or apartment meets the housing quality standards, it will be safe, healthy, and comfortable home for your family. It will be a good place to live.

After you find a good place to live, you can begin the *Request for Lease Approval* process. When both you and the owner have signed the *Request for Lease Approval* and the PHA has received it, an official inspection will take place. The PHA will inform both you and the owner of the inspection results.

If the house or apartment passed, a lease can be signed. There may still be some items that you or the PHA would like improved. If so, you and your PHA may be able to bargain for the improvements when you sign the lease. If the owner is not willing to do the work, perhaps you can get him or her to pay for the materials and do it yourself.

If the house or apartment fails, you and/or your PHA may try to convince the owner to make the repairs so it will pass. The likelihood of the owner making the repairs may depend on how serious or costly they are.

If it fails, all repairs must be made, and the house or apartment must be re-inspected before any lease is signed. If the owner cannot or will not repair the house or apartment, even if the repairs are minor, you must look for another home. Make sure you understand why the house or apartment failed, so that you will be more successful in your next search.

Responsibilities of the Public Housing Authority:

- Ensure that all units in the Section 8 Certificate Program and the Housing Voucher Program meet the housing quality standards.
- Inspect unit in response to Request for Lease Approval. Inform potential tenant and owner of results and necessary actions.
- Encourage tenants and owners to maintain units up to standards.
- Make inspection in response to tenant or owner complaint or request. Inform the tenant and owner of the results, necessary actions, and time period for compliance.
- Make annual inspection of the unit to ensure that it still meets the housing quality standards. Inform the tenant and owner of the results, necessary actions, and time period for compliance.

Responsibilities of the tenant:

- Live up to the terms of your lease.
- Do your part to keep the unit safe and sanitary.
- Cooperate with the owner by informing him or her of any necessary repairs.
- Cooperate with the PHA for initial, annual, and complaint inspections.

Responsibilities of the owner::

- Comply with the terms of the lease.
- Generally maintain the unit and keep it up to the housing quality standards outlined in this booklet.
- Cooperate with the tenant by responding promptly to requests for needed repairs.
- Cooperate with the PHA on initial, annual, and complaint inspections, including making necessary repairs.

Metro HRA
RENT ASSISTANCE STATEMENT OF RESPONSIBILITIES

Continued participation in the Housing Choice Voucher and other rent assistance programs is dependent on following the Statement of Responsibilities. Participants are responsible for the conduct of their guests.

Cooperation

I understand I am required to cooperate in supplying all information requested in the timeframe required by the HRA to determine my eligibility and amount of rent assistance. Cooperation includes attending pre-scheduled appointments, completing, signing and returning needed forms, disclosing and verifying the Social Security Numbers for all family members, cooperating with the inspection process and providing evidence of citizenship or eligible immigration status for all family members.

Giving True and Complete Information

I certify that the information given to the Metro HRA on my household members, income, assets and allowances is true, accurate and complete to the best of my knowledge and belief.

Reporting Household Members

I understand and certify that:

- The people I have listed on my information sheet are the only people that live or stay in my home.
- **I must notify the HRA within 30 days, in writing**, if anyone moves in or out of my home (including any birth, adoption, court awarded custody, Delegation of Parental Authority or marriage).
- I must provide the HRA a copy of written approval from my landlord for all household members added to my lease.
- New adult household members must be approved by the HRA.
- Metro HRA may increase my voucher size only when household members are added by birth, adoption, court-awarded custody, Delegation of Parental Authority or marriage. If members are added for other reasons they must live in my home for at least 12 months before the HRA may change my voucher size.

Definitions:

Household member – a person who **cannot** verify a permanent address elsewhere and lives or stays in my home more than 30 days.
Guest – a person who **can** verify a permanent address elsewhere and lives or stays in my home less than 30 days.

Reporting Household Income

The HRA is required to review my household income when I start the program and every year thereafter. I understand and certify that:

- I must provide true and complete information regarding my income as requested by the HRA.
- If I have changes in my household income prior to my next scheduled recertification, I must contact the HRA within 30 days of the change for a rent review.
- I may request that HRA review my rent portion if I experience a decrease in income.
- I must provide the HRA any required verification before a rent change will be made.
- I will be required to pay back rent overpaid on my behalf due to untimely reporting or non-cooperation.

Lease Violations, Evictions and Moving Without Notifying Landlord

I understand and certify that:

- Any household members or guests must not commit any serious or repeated violation of the lease. Serious and repeated lease violations will include but are not limited to nonpayment of rent, utilities or other fees, moving without proper notice, disturbance to neighbors, unauthorized guests, destruction of property, or living or housekeeping habits that cause damage to the unit or premises and criminal activity.
- I must give the HRA a copy of any eviction notice I receive **within 15 days of receipt of the notice**.
- If any member of my household or guests commit serious or repeated lease violations, I am evicted by court order or I move out before the end of my lease without my landlord's permission, the HRA will terminate my rent assistance.

Inspections

The HRA is required to inspect my home prior to rental assistance beginning and every year thereafter to make sure it is decent, safe and sanitary housing. I understand and certify that:

- I must allow the HRA to inspect my unit at reasonable times and after reasonable notice.
- Full assistance will not be paid if my unit does not pass inspection prior to or on my move in date or recertification date.
- If full assistance is not paid due to failed inspection, it is my responsibility to negotiate the rent difference with the owner.
- Inspection violations caused by my household members or guests must be corrected in the time provided by the HRA.
- An adult, 18 years or older, must be present for the inspection.



Moving

I understand and certify that:

- My household can only receive rent assistance in one (1) unit in any twelve (12) month period. This includes moves to units within the same complex, within the HRA's service area.
- If I move prior to living in a unit for 12 months, my assistance will be terminated, even if I sign less than a 12 month lease.
- **I must give proper notice to my landlord according to the terms of my lease. I must also give the HRA a written 60 day notice before moving out of my rental unit. A proper 60 day notice is 2 full calendar months, prior to the move-out date. Notice must be received prior to the 1st of a month. Example: If I want to move at the end of June, I must give notice by April 30th. (This applies even if I am moving to another unit in the same building or complex).**
- If I move **prior** to the end of my lease, I must submit to the HRA a mutual agreement signed by my landlord.
- I understand that an exception may be considered in accordance with the Violence Against Women Act (VAWA) or as a reasonable accommodation request.
- I must be current with any repayment agreement in order to move within Metro HRA's jurisdiction. If I choose to move outside of Metro HRA's jurisdiction any debt must be paid in full, prior to porting my voucher to another housing authority.

The HRA may deny permission to move with continued assistance if:

- I move prior to fulfilling the twelve (12) month minimum requirement;
- My household has violated the Statement of Responsibilities;
- I owe money to any HRA or my current landlord;
- I have not given a proper sixty (60) day written notice to the HRA and my landlord.

Drug-Related or Violent Criminal Activity Notice

I understand that my assistance will be denied or terminated if:

- Any member of my household has been convicted or adjudicated within the **last three (3) years** or there is credible evidence of current criminal activity for any of the following:
 1. drug-related criminal activity;
 2. violent criminal activity; or
 3. other criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises, including alcohol abuse.
- I have been **evicted within the last three years** from federally assisted housing for drug-related or violent criminal activity.
- Any household member has been convicted of manufacturing or producing methamphetamine (permanent denial).
- Any household member that is currently registered as a sex offender under lifetime registration requirement (permanent denial).

Duplicate Assistance/Own/Sublease

I understand and certify that:

- The HRA assisted unit will be my only residence and I will not receive rental assistance for any other unit for the same time period.
- Household members living in my home are not living in another rental unit or receiving another rent subsidy.
- I must not own or have any ownership interest in the HRA assisted unit.
- I must not sublease or rent any part of my unit to anyone else.

Side Payments

Definition: Paying money to my landlord over my rent portion as approved by the HRA.

I understand and certify that:

- All lease agreements between my landlord and I must be approved by the HRA.
- I am not allowed to pay my landlord any more than my rent portion as approved by the HRA.
- Making a side payment or entering into a separate lease is a violation of the Housing Choice Voucher Program.
- Payments made to my landlord and approved by the HRA for additional amenities such as garages, pet deposit, washer and dryer are not considered side payments.

Absence from Unit

I understand and certify that:

- Any family member can be absent from my unit for a total of 180 days. I must notify the HRA of household member absences exceeding 30 days. The family is required to report and provide documentation of the absence to establish a beginning and end date of absence. Family members absent from the unit for more than 180 days will be permanently removed from the household. If the entire family is absent more than 180 days, the HRA may terminate my assistance.

Debts Owed to a Housing Authority

I understand my rental assistance may be denied or terminated if:

- I owe rent or other amounts to Metro HRA or to any other HRA in connection with the Housing Choice Voucher or Public Housing programs.
- I am not current with any repayment agreements.



Summary of Reasons for Termination of Rent Assistance

The HRA wants you to be successful while receiving rent assistance. Here are some reasons the HRA may terminate your rental assistance.

The HRA will terminate my rental assistance for violating any of the Statement of Responsibilities or Program Rules, including, but not limited to:

- Providing false information to the HRA, fraud, bribery or any other corrupt or criminal act in connection with the program;
- Failing to attend pre-scheduled appointments with the HRA;
- Not cooperating with the inspection process;
- Not cooperating with providing information requested by the HRA;
- Failing to report household members and changes in income, assets or allowances;
- Moving without giving proper notice to my landlord or the HRA or fulfilling the terms of my lease;
- Moving prior to living in an assisted unit for twelve (12) months;
- Committing serious or repeated lease violations;
- Being evicted by a court order;
- Engaging in drug-related, violent, or other criminal activity, including alcohol abuse;
- Violating inspection standards caused by my household or guests (including failure to pay utilities and damage to home);
- Making side payments to my landlord above my HRA approved rent portion;
- Family absence (all family members absent) from the unit for more than 180 days without HRA approval;
- Owing money to any HRA or to current landlord;
- Receiving rent assistance for more than 1 unit;
- Engaging in or threatening abusive or violent behavior toward Metro HRA personnel. Abusive or violent behavior includes verbal as well as physical abuse or violence. *Threatened* refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

Criminal and administrative action for False Information

I understand that false statements or information are punishable under federal law. I understand that false statements or information are grounds which could result in theft and fraud charges under the state and federal law.

Signature and Date of All Household Adults (Head and Spouse and All Household Members 18 and over) I have read and understand the Statement of Responsibilities. I understand that violation of these rules may result in termination of assistance:

1. _____ Date: _____

2. _____ Date: _____

3. _____ Date: _____

4. _____ Date: _____

5. _____ Date: _____

6. _____ Date: _____

7. _____ Date: _____

8. _____ Date: _____

If you believe you have been discriminated against, you may call the Fair Housing and Equal Opportunity National Toll-Free Hot Line at 1-800-669-9777.

IMPORTANT INFORMATION The Metro HRA provides free interpreter services, upon request.
معلومات مهمة خدمات الترجمة الشفوية مجاناً عند الطلب Metro HRA اتقدم
COV LUS QHIA TSEEM CEEB Qhov chaw Metro HRA muaj neeg txhais lus dawb, yog koj xa tau kev pab.
ВАЖНАЯ ИНФОРМАЦИЯ По Вашей просьбе Metro HRA может бесплатно предоставить Вам услуги переводчика.
INFORMACIÓN IMPORTANTE Metro HRA proporciona intérpretes a su pedido, gratis para Usted.
MACLUUMAAD MUHIIM AH Metro HRA waxa ay idiin heli kartaa tarjubaan lacag la'aan ah, haddii aad codsataan.



Metro HRA PROGRAM INFORMATION Rent Assistance Programs

Moving

Metro HRA has specific policies that need to be followed in order to move with continued rent assistance. Consider the following questions:

- Have you fulfilled your lease with your current landlord?
- Have you lived in your current home for at least 12 months with Housing Choice Voucher rent assistance?
- HRA only allows rent assistance in 1 unit in a 12 month period.
- Did you give proper notice to your landlord according to the terms of your lease and give the HRA a written 60 day notice?
- Do you owe money to Metro HRA, any other PHA or your current landlord?

When the above is complete, what can you expect?

1. You will get a move packet in the mail from your HRA Coordinator if you are eligible to move. This will include a full review of your household members, income and deductions.
2. You will be issued a Voucher to begin your housing search when your income review is complete.
3. You must sign and return the Voucher to the HRA.
4. When you find a new home, you need to have the new landlord fill out the Request for Tenancy Approval (RTA) - green form. **The RTA must be submitted to the HRA by 4:30 p.m. on the 15th of the month for rent assistance to begin on the 1st of the following month.**
5. HRA will determine if the rent is reasonable for the unit you selected.
6. HRA will request an inspection.
7. HRA will require a copy of the lease you have signed with the landlord.
8. HRA will enter into a Housing Assistance Payments Contract with your new landlord to begin making rent assistance payments on your behalf.

If an RTA is not turned in by the deadlines, assistance may be delayed up to one month.

If moving outside the Metro HRA service area

If you are moving outside of Metro HRA's service area, rules will change. Your new housing authority may have different rules regarding bedroom size, eligibility, RTA deadlines and will determine when your rent assistance will begin. If you have located a unit in the area you are moving to, you must return the RTA to Metro HRA. Metro HRA will then forward your file to the housing authority where you are moving. The process **MAY** cause delays in the start of your rental assistance in your new unit. Be prepared. The receiving housing authority must approve the unit you select and the unit must pass an inspection. If you move into the unit before final approval from the new housing authority, you may be held responsible for the full rent on the unit.

Repayment agreements must be paid in full, prior to the issuance of a voucher to move out of Metro HRA jurisdiction.

Can you rent from a relative?

You cannot receive Housing Choice Voucher assistance in a home owned by a parent, child, grandparent, grandchild, sister or brother of any member of your household. The HRA may approve renting from a relative as a reasonable accommodation for a family member who is a person with disabilities. It is your responsibility to request an accommodation for HRA consideration.

Reasonable Accommodation / Violence Against Women Act (VAWA)

An exception to program rules may be considered in accordance with the Violence Against Women Act (VAWA) or as a reasonable accommodation request for persons with disabilities. It is your responsibility to contact the HRA and request an accommodation, in writing, if you are a victim of VAWA or a person with disabilities. You must explain what accommodation or exception is being requested and how it will help you use the HRA programs. The request must be reasonable.

Where can you use your Rental Assistance (Portability)?

Housing Choice Voucher rent assistance can be used anywhere in the United States where there is a housing authority operating the Housing Choice Voucher program. However, if you are receiving assistance for the first time, you may be required to live in Metro HRA's service area for one year prior to moving to another housing authority's service area.

Who will screen your rental application?

Landlords are responsible for screening all tenants for suitability. The HRA must give prospective owners your current address and your current and previous landlord's name and address, if known to the HRA.



METRO HRA INFORMAL REVIEWS/HEARINGS

Informal Reviews are provided for applicants who are denied assistance before the effective date of the Housing Assistance Payment Contract.

Informal Hearings are provided for participants when the HRA makes a decision regarding the eligibility and/or the amount of assistance.

Applicants and participants must be notified of their ineligibility in writing by the HA.

If you would like to submit an appeal, you must send that request in writing within ten days of the Housing Authority's notice of decision.

INFORMAL HEARING PROCEDURES (Participants Only)

If a family does not appear at a scheduled hearing and has not rescheduled the hearing in advance, the family must contact the HA within two (2) working days. The HA will reschedule the hearing only one time if the family can show good cause for the failure to appear.

In the case of damage claims, hearings are rescheduled upon mutual agreement of both owner and family.

Families have the right to:

- Present written or oral objections to the HA's determination;
- Examine the documents in the file which are the basis for the HA's action, and all documents submitted to the Hearing Officer;
- Copy any relevant documents at their expense;
- Present any information or witnesses pertinent to the issue of the hearing;
- Request that HA staff be available or present at the hearing to answer questions pertinent to the case; and
- Be represented by legal counsel, advocate, or other designated representative at their own expense.

If the family requests copies of documents relevant to the hearing, the HA will make the copies for the family. In no case will the family be allowed to remove the file from the HA's office.

In addition to other rights outlined in the HA's Administrative Plan, Chapter 19, Complaints and Appeals, the HA has a right to:

- Present evidence and any information pertinent to the issue of the hearing;
- Be notified if the family intends to be represented by legal counsel, advocate, or another party;
- Examine and copy any documents to be used by the family prior to the hearing;

- Have its attorney present; and
- Have staff persons and other witnesses familiar with the case present.

The Informal Hearing shall be conducted by the Hearing Officer appointed by the HA who is neither the person who made or approved the decision, nor a subordinate of that person. The HA appoints hearing officers who **are employees of the Metropolitan Council and are not directly involved with HRA daily operations.**

The hearing shall concern only the issues for which the family has received the opportunity for hearing. Evidence presented at the hearing may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

No documents may be presented which have not been provided to the other party before the hearing if requested by the other party. "Documents" includes records and regulations.

The Hearing Officer may ask the family for additional information and/or might adjourn the Hearing in order to reconvene at a later date, before reaching a decision.

If the family misses an appointment or deadline ordered by the Hearing Officer, the action of the HA shall take effect and another hearing will not be granted.

The Hearing Officer will determine whether the action, inaction or decision of the HA is legal in accordance with HUD regulations and this Administrative Plan based upon the evidence and testimony provided at the hearing. Factual determinations relating to the individual circumstances of the family will be based on a preponderance of the evidence presented at the hearing.

A notice of the Hearing Findings shall be provided in writing to the HA and the family within **ten (10) working days** and shall include:

- A clear summary of the decision and reasons for the decision;
- If the decision involves money owed, the amount owed;
- The date the decision goes into effect.

The HA is not bound by hearing decisions:

- Which concern matters in which the HA is not required to provide an opportunity for a hearing;
- Which conflict with or contradict to HUD regulations or requirements;
- Which conflict with or contradict Federal, State or local laws; or
- Which exceed the authority of the person conducting the hearing.

The HA shall send a letter to the participant if it determines the HA is not bound by the Hearing Officer's determination within **ten (10) working days**. The letter shall include the HA's reasons for the decision.

All requests for a hearing, supporting documentation and a copy of the final decision will be retained in the family's file.

Successful Renting in One Page

Finding Your Place

Go to www.housinglink.org

Select your criteria (Bedrooms, Rent, etc)

Use the map! It's interactive

Click "Show Listings" to see results

Know Who You Are

What is your monthly income?

What is your credit score?

What is your rental history?

What is your criminal background?

Get the Landlord's Rental Criteria in Writing

How much income do they require?

What credit scores will they accept?

What are their rental history requirements?

What past criminal activity do they decline?

Note: DO NOT PAY AN APPLICATION FEE IF YOU DO NOT MEET THE LANDLORD'S CRITERIA

Fees You May Have to Pay

Application Fee - \$20 - \$70

Security Deposit – Varies, but anywhere from \$100 – One month's rent is common

Administrative Fee – It's not as common as the first two, but some properties charge this fee. The amount varies.

Late Fees – Up to 8% of your rent payment if you pay your rent late.

Move-In Day

Fill out a move in/move out form and make detailed notes about the unit's condition. Is the carpet worn in spots? Write it down. Is there a scratch on the wall? Write it down. Both you and your landlord should sign this document and both get a copy. That way you aren't blamed for wear and tear or damages you didn't create.

Living in the Unit

Pay rent on time

Communicate maintenance issues right away

Know the rules in your lease. Getting evicted because you have loud parties or are noisy will come back to haunt you.

Keep your unit clean & be a good neighbor

Moving Out

How far in advance do you have to notify the landlord that you are leaving? (It's in your lease)

Clean the unit thoroughly

Give the landlord your new address so they can send you the security deposit (It's refunded if the unit is in good condition).

Is Your Background Causing You Trouble?

Be open & honest about what happened & explain why things are better now.

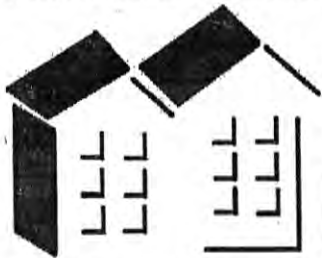
Do not pay an application fee if you don't meet the rental criteria.

Offer solutions. Will the landlord accept you if you pay a higher security deposit or have a co-signer on the lease?



U.S. Department of Housing and Urban Development

Office of Public and Indian Housing (PIH)



RHIP

RENTAL HOUSING INTEGRITY IMPROVEMENT PROJECT

What You Should Know About EIV

A Guide for Applicants & Tenants of Public Housing & Section 8 Programs

What is EIV?

The Enterprise Income Verification (EIV) system is a web-based computer system that contains employment and income information of individuals who participate in HUD rental assistance programs. All Public Housing Agencies (PHAs) are required to use HUD's EIV system.

What information is in EIV and where does it come from?

HUD obtains information about you from your local PHA, the Social Security Administration (SSA), and U.S. Department of Health and Human Services (HHS).

HHS provides HUD with wage and employment information as reported by employers; and unemployment compensation information as reported by the State Workforce Agency (SWA).

SSA provides HUD with death, Social Security (SS) and Supplemental Security Income (SSI) information.

What is the EIV information used for?

Primarily, the information is used by PHAs (and management agents hired by PHAs) for the following purposes to:

1. Confirm your name, date of birth (DOB), and Social Security Number (SSN) with SSA.
2. Verify your reported income sources and amounts.
3. Confirm your participation in only one HUD rental assistance program.
4. Confirm if you owe an outstanding debt to any PHA.
5. Confirm any negative status if you moved out of a subsidized unit (in the past) under the Public Housing or Section 8 program.
6. Follow up with you, other adult household members, or your listed emergency contact regarding deceased household members.

EIV will alert your PHA if you or anyone in your household has used a false SSN, failed to report complete and accurate income information, or is receiving rental assistance at another address.

Remember, you may receive rental assistance at only one home!

EIV will also alert PHAs if you owe an outstanding debt to any PHA (in any state or U.S. territory) and any negative status when you voluntarily or involuntarily moved out of a subsidized unit under the Public Housing or Section 8 program. This information is used to determine your eligibility for rental assistance at the time of application.

The information in EIV is also used by HUD, HUD's Office of Inspector General (OIG), and auditors to ensure that your family and PHAs comply with HUD rules.

Overall, the purpose of EIV is to identify and prevent fraud within HUD rental assistance programs, so that limited taxpayer's dollars can assist as many eligible families as possible. EIV will help to improve the integrity of HUD rental assistance programs.

Is my consent required in order for information to be obtained about me?

Yes, your consent is required in order for HUD or the PHA to obtain information about you. By law, you are required to sign one or more consent forms. When you sign a form HUD-9886 (*Federal Privacy Act Notice and Authorization for Release of Information*) or a PHA consent form (which meets HUD standards), you are giving HUD and the PHA your consent for them to obtain information about you for the purpose of determining your eligibility and amount of rental assistance. The information collected about you will be used only to determine your eligibility for the program, unless you consent in writing to authorize additional uses of the information by the PHA.

Note: If you or any of your adult household members refuse to sign a consent form, your request for initial or continued rental assistance may be denied. You may also be terminated from the HUD rental assistance program.

What are my responsibilities?

As a tenant (participant) of a HUD rental assistance program, you and each adult household member must disclose complete and accurate information to the PHA, including full name, SSN, and DOB; income information; and certify that your reported household composition (household members), income, and expense information is true to the best of your knowledge.

Remember, you must notify your PHA if a household member dies or moves out. You must also obtain the PHA's approval to allow additional family members or friends to move in your home prior to them moving in.

What are the penalties for providing false information?

Knowingly providing false, inaccurate, or incomplete information is **FRAUD** and a **CRIME**.

If you commit fraud, you and your family may be subject to any of the following penalties:

1. Eviction
2. Termination of assistance
3. Repayment of rent that you should have paid had you reported your income correctly
4. Prohibited from receiving future rental assistance for a period of up to 10 years
5. Prosecution by the local, state, or Federal prosecutor, which may result in you being fined up to \$10,000 and/or serving time in jail.

Protect yourself by following HUD reporting requirements. When completing applications and reexaminations, you must include all sources of income you or any member of your household receives.

If you have any questions on whether money received should be counted as income or how your rent is determined, **ask your PHA**. When changes occur in your household income, **contact your PHA immediately** to determine if this will affect your rental assistance.

What do I do if the EIV information is incorrect?

Sometimes the source of EIV information may make an error when submitting or reporting information about you. If you do not agree with the EIV information, let your PHA know.

If necessary, your PHA will contact the source of the information directly to verify disputed income information. Below are the procedures you and the PHA should follow regarding incorrect EIV information.

Debts owed to PHAs and termination information reported in EIV originates from the PHA who provided you assistance in the past. If you dispute this information, contact your former PHA directly in writing to dispute this information and provide any documentation that supports your dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record from EIV.

Employment and wage information reported in EIV originates from the employer. If you dispute this information, contact the employer in writing to dispute and request correction of the disputed employment and/or wage information. Provide your PHA with a copy of the letter that you sent to the employer. If you are unable to get the employer to correct the information, you should contact the SWA for assistance.

Unemployment benefit information reported in EIV originates from the SWA. If you dispute this information, contact the SWA in writing to dispute and request correction of the disputed unemployment benefit information. Provide your PHA with a copy of the letter that you sent to the SWA.

Death, SS and SSI benefit information reported in EIV originates from the SSA. If you dispute this information, contact the SSA at (800) 772-1213, or visit their website at: www.socialsecurity.gov. You may need to visit your local SSA office to have disputed death information corrected.

Additional Verification. The PHA, with your consent, may submit a third party verification form to the provider (or reporter) of your income for completion and submission to the PHA.

You may also provide the PHA with third party documents (i.e. pay stubs, benefit award letters, bank statements, etc.) which you may have in your possession.

Identity Theft. Unknown EIV information to you can be a sign of identity theft. Sometimes someone else may use your SSN, either on purpose or by accident. So, if you suspect someone is using your SSN, you should check your Social Security records to ensure your income is calculated correctly (call SSA at (800) 772-1213); file an identity theft complaint with your local police department or the Federal Trade Commission (call FTC at (877) 438-4338, or you may visit their website at: <http://www.ftc.gov>). Provide your PHA with a copy of your identity theft complaint.

Where can I obtain more information on EIV and the income verification process?

Your PHA can provide you with additional information on EIV and the income verification process. You may also read more about EIV and the income verification process on HUD's Public and Indian Housing EIV web pages at: <http://www.hud.gov/offices/pih/programs/pih/hip/liv.cfm>.

The information in this Guide pertains to applicants and participants (tenants) of the following HUD-PIH rental assistance programs:

1. Public Housing (24 CFR 960); and
2. Section 8 Housing Choice Voucher (HCV), (24 CFR 982); and
3. Section 8 Moderate Rehabilitation (24 CFR 882); and
4. Project-Based Voucher (24 CFR 983)

February 2010



U.S. Department of Housing and Urban Development

Office of Public and Indian Housing (PIH)



RHIP

RENTAL HOUSING INTEGRITY IMPROVEMENT PROJECT

Lo que usted debe Saber sobre EIV

Una guía para inquilinos & de solicitantes de vivienda pública y programas de la sección 8

¿Qué es EIV?

El sistema de verificación de renta de Enterprise (EIV) es un sistema informático basado en web que contiene información de empleo y los ingresos de las personas que participan en programas de asistencia de alquiler de HUD. Todas agencias de vivienda pública (PHAs) son necesarios para utilizar el sistema EIV de HUD.

¿Qué información se encuentra en EIV y dónde procede?

HUD obtiene información acerca de usted de su PHA local, la administración de seguro social (SSA) y U.S. Departamento de salud y servicios humanos (HHS). HHS ofrece HUD con salario y la información de empleo, según lo informado por los empleadores; y la información de compensación por desempleo, según lo informado por la Agencia Estatal de la fuerza laboral (SWA).

SSA ofrece HUD con la muerte, la seguridad social (SS) y la información de ingresos de seguridad suplementarios (SSI).

¿Qué se usa la información de EIV?

En primer lugar, la información es utilizada por la PHAs (y agentes de administración contratados por PHAs) para los siguientes fines para:

1. Confirmar su nombre, fecha de nacimiento (DOB) y número de seguro Social (SSN) con SSA.
2. Compruebe sus fuentes indicaron que su ingreso y cantidades.
3. Confirmar su participación en un único HUD alquiler asistencia programa.
4. Confirmar si usted debe una deuda pendiente a cualquier PHA.
5. Confirmar cualquier Estado negativo si ha movido de una unidad subvencionada (en el pasado) bajo el programa de vivienda pública o de la sección 8.
6. Seguimiento con usted, a otros miembros adultos del hogar o a su contacto de emergencia lista con respecto a miembros fallecidos por hogar.

EIV enviará una alerta su PHA si usted o alguien de su hogar ha utilizado un SSN falsa, no se pudo obtener información de ingresos completa y precisa de informe, o está recibiendo asistencia de alquiler en otra dirección. **Recuerde que puede recibir asistencia de alquiler en sólo una casa!**

EIV que también alertas de PHAs si debemos una deuda pendiente a cualquier PHA (en cualquier Estado o territorio) y ningún Estado negativo cuando usted voluntariamente o involuntariamente se mueve fuera de una unidad subvencionada bajo el programa de vivienda pública o de la sección 8. Esta información se utiliza para determinar su elegibilidad para asistencia de alquiler en el momento de la aplicación.

La información en EIV es también utilizada por HUD, Oficina del Inspector General (OIG de HUD) y auditores para garantizar que su familia y PHAs se cumplan con las reglas de HUD.

En general, el propósito de EIV es identificar y prevenir el fraude dentro de programas de asistencia de alquiler de HUD, por lo que los dólares del contribuyente limitada

pueden ayudar a tantas familias elegibles como sea posible. EIV ayudará a mejorar la integridad de los programas de asistencia de alquiler de HUD.

¿Es mi consentimiento necesario para información a ser obtenida acerca de mí?

Si, se requiere su consentimiento a fin de que HUD o el PHA para obtener información acerca de usted. Por ley, se requiere firmar uno o varios formularios de consentimiento. Cuando usted firma un formulario de HUD-9886 (*Ley Federal de confidencialidad y autorización para la publicación de información*) o un PHA formulario de consentimiento (que cumple con los estándares de HUD), está dando HUD y la PHA su consentimiento para ellos obtener información acerca de usted con el fin de determinar su elegibilidad y el importe de la ayuda de alquiler. Se utilizará la información recopilada sobre usted sólo para determinar su elegibilidad para el programa, usos adicionales a menos que usted da su consentimiento por escrito a autorizar, de la información por la PHA.

Nota: Si usted o cualquiera de los miembros de su hogar adultos se niegan a firmar un formulario de consentimiento, su solicitud de asistencia de alquiler inicial o continua puede ser denegado. Usted también puede ser terminado desde el programa de asistencia de alquiler de HUD.

¿Cuáles son mis responsabilidades?

Como un inquilino (participante), de un programa de asistencia de alquiler de HUD, usted y cada miembro adulto del hogar deben revelar información completa y precisa a la PHA, incluyendo nombre completo, SSN y DOB; la información de ingresos; y certifica que su hogar denunciado composición (los miembros del hogar), ingresos y gastos información es fiel a lo mejor de su conocimiento.

Recuerde, usted debe notificar a su PHA si muere o se mueve de un miembro de hogar. También debe obtener la PHA de la aprobación para permitir que otros miembros de la familia o amigos mover en su casa **antes de** que se les moviéndose en.

¿Cuáles son las sanciones por proporcionar información falsa?

Proporcionar deliberadamente falsa, inexacta, o información incompleta es **fraude y una delincuencia**.

Si se cometen fraude, usted y su familia pueden estar sujetos a cualquiera de las siguientes sanciones:

1. Desalojo
2. Terminación de la asistencia
3. Reembolso de alquiler que usted debe haber pagado si le informó de su ingreso correctamente
4. Prohibición de recibir asistencia de alquiler futuro durante un período de hasta 10 años
5. Acusación por el fiscal federal, estatal o local, que puede resultar en que ser multado con hasta 10.000 dólares y de la hora de servir en la cárcel.

Protegerse por HUD siguiente requerimientos de reporting. Al completar aplicaciones y reexaminaciones, debe incluir todas las fuentes de ingresos que recibe de usted o cualquier miembro de su hogar.

Si tienes alguna pregunta sobre si se debe contar dinero recibido como ingresos o cómo se determina su alquiler, **pedir su PHA**. Cuando ocurren cambios en su ingreso familiar, **póngase en contacto con su PHA inmediatamente** determinar si esto afectará su asistencia de alquiler.

¿Qué hago si la información de EIV es incorrecta?

A veces la fuente de información de EIV puede hacer un error al enviar o información acerca de usted. Si no está de acuerdo con la información de EIV, saber su PHA.

Si es necesario, su PHA pondremos en contacto con la fuente de la información directamente para verificar la información de la disputa de los ingresos. A continuación se encuentran los procedimientos que usted y el PHA deben seguir con respecto a información incorrecta de EIV.

Deudas deben a PHAs e información de terminación informó en EIV se origina en la PHA que le proporcionaron ayuda en el pasado. Si usted disputa esta información, póngase en contacto con su ex PHA directamente por escrito a la disputa de esta información y proporcionar toda la documentación que sea compatible con la disputa. Si el

PHA determina que la información disputada es incorrecta, el PHA se actualizará o eliminará el registro de EIV.

Empleo y información de salario informó en EIV se origina en el empleador. Si usted disputa esta información, póngase en contacto con el empleador por escrito a la disputa y solicitud de corrección de la disputa de empleo y/o la información de salarios. Proporcionar su PHA con una copia de la carta que envió a su empleador. Si no puede obtener el empleador para corregir la información, ponerse en contacto con el SWA para asistencia.

Desempleo beneficiarse de información informó en EIV se origina en la SWA. Si usted disputa esta información, póngase en contacto con el SWA por escrito a la disputa y solicitud de corrección de la información de beneficios de desempleo disputa. Proporcionar su PHA con una copia de la carta que envió a la SWA.

Información de beneficio de muerte, SS y SSI informó en EIV se origina del SSA. Si usted disputa esta información, póngase en contacto con el SSA en 772-1213 (800), o visite su sitio Web en: www.socialsecurity.gov. Que necesite visitar su oficina local de la SSA para han cuestionado la muerte información corregida.

Verificación adicional. El PHA, con su consentimiento, podrá presentar un formulario de verificación de terceros para el proveedor (o reportero) de sus ingresos para su terminación y presentación a la PHA.

También puede proporcionar la PHA con documentos de terceros (es decir, Wikipedia: Esbozo de remuneración, beneficio cartas de premio, extractos bancarios, etc.) que puede tener en su posesión.

Robo de identidad. EIV desconocido información le puede ser un signo de robo de identidad. A veces alguien puede utilizar su SSN, a propósito o por accidente. Por lo tanto, si sospecha que alguien está usando su SSN, debe comprobar los registros de seguridad social para garantizar que sus ingresos se calculan correctamente (llamar a la SSA al (800) 772-1213); archivo de una denuncia de robo de identidad con su departamento de policía local o la Comisión Federal de comercio (llamada FTC al (877) 438-4338, o usted puede visitar su sitio Web en:

<http://www.ftc.gov>). Proporcionar su PHA con una copia de su queja de robo de identidad.

¿Dónde puedo obtener más información sobre EIV y el proceso de verificación de ingresos?

Su PHA puede proporcionarle información adicional sobre EIV y el proceso de verificación de ingresos. También puede leer más sobre EIV y la verificación de ingresos procesan en del HUD públicas y vivienda de India de EIV de páginas web en: <http://www.hud.gov/offices/hiv/programs/hiv/ipliv.cfm>.

La información de esta guía se refiere a los solicitantes y participantes (inquilinos) de los siguientes programas de asistencia de alquiler de HUD-PIH:

1. Público de vivienda (24 CFR 960); y
2. Sección 8 Housing Choice Voucher (VHC), (24 CFR 982); y
3. La sección 8 de rehabilitación moderada (24 CFR 882); y
4. Basado en el proyecto vale (24 CFR 983)

Mi firma a continuación es la confirmación de que he recibido a esta guía.

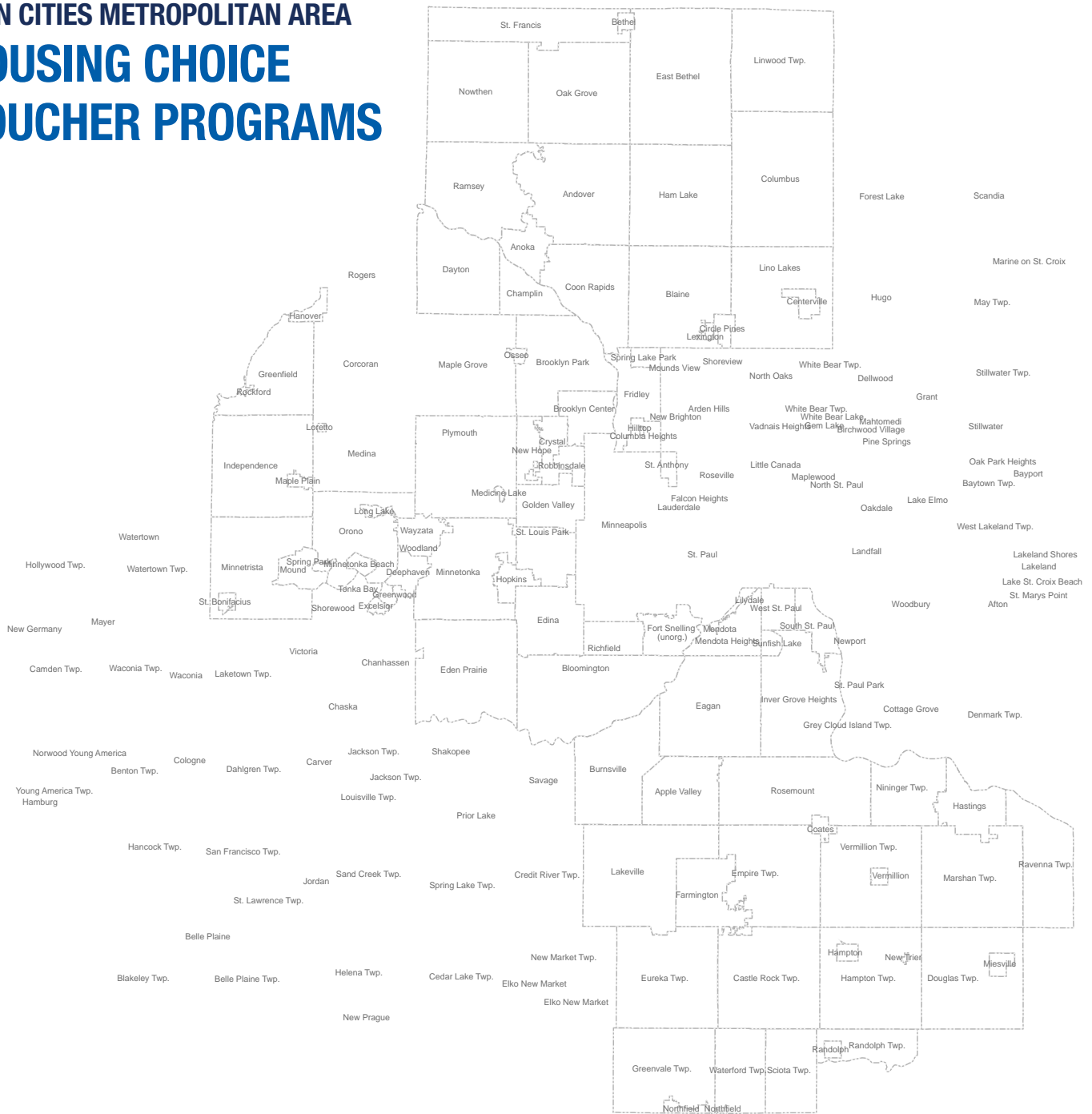
Signature

Date

de Marzo de 2010

APPENDIX

TWIN CITIES METROPOLITAN AREA HOUSING CHOICE VOUCHER PROGRAMS



Twin Cities Area Housing Authorities:

Metro HRA
(612) 602-1428

Minneapolis PHA
(612) 342-1480

St. Paul PHA
(651) 298-5158

Bloomington HRA
(952) 563-8937

Plymouth HRA
(763) 509-5410

Richfield HRA
(612) 861-9770

St. Louis Park HRA
(952) 924-2579

Dakota County CDA
(651) 675-4400

Scott County CDA
(952) 402-9022

Washington County HRA
(651) 458-0936



Further, as discussed above, a landlord must disclose to a prospective tenant that he or she has received a notice of contract for deed cancellation or notice of mortgage foreclosure prior to entering into a lease with a tenant or accepting payment of rent or a security deposit. In addition, a bank which forecloses on a landlord's property generally must provide a foreclosure advice notice to a tenant at the same time it serves the landlord with a notice of sale. A bank may be liable to the tenant for \$500 if it violates this statute. (46)

8. UTILITIES

The lease should state who is responsible for paying which utility bills. In some cases, the landlord pays for heat, electricity and water. Sometimes the tenant is responsible for these bills. If this issue is not addressed in the lease, the tenant and landlord should work out their own understanding. It is good to put this agreement in writing, and have it signed by both parties. Information about utility shut-offs is found on page 28.

Single-Metered Residential Buildings

Landlords are permitted to rent residential buildings with a single utility meter, if they comply with all the conditions in the law. (47) The landlord must provide prospective tenants with a notice of the total utility cost for the building by month for the most recent calendar year. (48) The landlord must have a fair and equitable method for dividing the utility bill and billing the tenants. (49) The method for apportioning the bill and billing tenants must be put in writing in all leases. The lease must contain a provision that upon the tenant's request, the landlord will provide a copy of the actual utility bill for the building along with each portioned utility bill. Also, upon a tenant's request, the landlord must provide actual utility bills for any time a tenant has received a divided bill. The landlord must keep copies of utility bills for the last two years or from the time the landlord bought the building, whichever is longer.

By September 30 of each year, a landlord with a single-metered residential building who bills for gas and electrical charges must inform tenants in writing of the possible availability of energy assistance from low-income home energy assistance programs. This notice must include the toll-free telephone number of the home energy assistance program. (50)

If a landlord violates this law, it is considered a violation of the landlord's duty to keep the property fit for its intended use. (51) (See pages 14-18 for a description of tenant remedies.) The law does not govern how tenants occupying a unit, such as roommates, divide the utility bill between themselves. If a landlord interrupts or causes the interruption of utility services, the tenant may recover from the landlord triple damages or \$500, whichever is greater, plus reasonable attorney's fees (see pages 28-29 for information on "utility shutoffs"). (52)

9. MAINTENANCE

According to Minnesota law the landlord is responsible to make sure that the rental unit is:

- 1) Fit to live in.
- 2) Kept in reasonable repair.
- 3) Kept in compliance with state and local health and housing codes.
- 4) Made reasonably energy efficient to the extent that energy savings will exceed the costs of upgrading efficiency.

These landlord obligations cannot be waived. (53) A tenant who experiences problems with a landlord who is not making necessary repairs or who is not providing a unit that is fit to live in should refer to Section 15 for details on how to resolve such issues.

Some repairs or maintenance duties (like yard work) can become the duty of the tenant if:

- 1) Both parties agree in writing that the tenant will do the work **and**
- 2) The tenant receives adequate consideration (payment), either by a reduction in rent or direct payment from the landlord. (See Section 15 for procedures to be followed in repair disputes.) (54)

10. UNLAWFUL DESTRUCTION OF PROPERTY

The tenant must not abuse the rental property and must pay for any damage the tenant causes beyond normal wear and tear. A landlord may sue a tenant for the willful and malicious destruction of residential rental property. The party that wins may recover actual damages, costs, and reasonable attorney's fees, as well as other damages determined by the court. (55)

11. ALTERATIONS

Ordinarily, a tenant is not allowed to paper or paint walls, resurface floors, dismantle or install permanent fixtures, alter woodwork or carpet, or make other changes without the landlord's permission. Tenants should speak with a landlord before making any alterations.



DURING THE TENANCY

12. THE RENT

Payments

Tenants must pay rent on the due date, whether they have a periodic lease or a definite term lease. The due date and amount of rent are set by the lease. If a tenant does not pay the rent, the landlord may take legal action to evict the tenant.

When an apartment is rented to individuals who will live as roommates, 100 percent of the rent is due from the unit. Typically, roommates come to an agreement as to how the rent cost will be divided. However, if a roommate vacates the unit while the lease is still in effect, the rent stated in the lease is still due regardless of who continues to reside in the unit. For example, two people agree to share a unit and to a 50 percent split of the monthly rental cost. If one roommate moves out prior to the end of the lease, unless the landlord agrees otherwise, the remaining roommate will still have to pay 100 percent of the rent.

If a unit is vacated before the lease ends, the leaseholder(s) is still responsible to pay the rent for the full term (if the lease is definite term) or for the full rental period (if it is a periodic lease). The landlord may allow a new tenant to pick up the balance of the lease (known as a sublease).

Late Fees

The rent must be paid on the date it is due. When a tenant is late in paying rent, the landlord has the legal right to start eviction proceedings. (See page 24 for an explanation of eviction proceedings.) If a tenant pays rent late, the lease may require the tenant to pay a late fee. The lease must state how much the late fee will be and when it is due. The late fee must be a reasonable amount that compensates the landlord for actual damages resulting from late payment but is not designed to penalize the tenant. (56)

Raising the Rent

Under a periodic tenancy, a landlord cannot raise the rent unless he or she gives proper written notice. Proper notice is one rental period plus one day. (See page 20 for an explanation of proper notice.) During a definite term lease, rent cannot be raised during the term unless the lease allows for an increase.

13. TENANT'S RIGHT TO PRIVACY

Generally, a landlord may only enter a tenant's unit for a "reasonable business purpose" after making an effort to give the tenant reasonable notice. (57) If a landlord violates this law, the tenant can take the landlord to court to break the lease, recover the damage deposit, and receive a civil penalty of up to \$100 per violation. (58)

Examples of a reasonable business purpose include:

- 1) Showing the unit to prospective tenants. (59)

- 2) Showing the unit to a prospective buyer or insurance agent. (60)
- 3) Performing maintenance work. (61)
- 4) Showing the unit to state or local officials (i.e., fire, housing, health, or building inspectors) inspecting the property. (62)
- 5) Checking on a tenant causing a disturbance within the unit. (63)
- 6) Checking on a tenant the landlord believes is violating the lease. (64)
- 7) Checking to see if a person is staying in the unit who has not signed the lease. (65)
- 8) Checking the unit when a tenant moves out. (66)
- 9) Performing housekeeping work in a senior housing unit. A senior housing unit is a building where 80 percent of the tenants are age 55 or older. (67)

A tenant's right to prior notice may not be waived in any residential lease. (68) However, the landlord may enter the unit without giving prior notice in the following situations:

- 1) When immediate entry is necessary to prevent injury to property or people due to concerns over maintenance, building security, or law enforcement. (69)
- 2) When immediate entry is necessary to determine a tenant's safety. (70)
- 3) When immediate entry is necessary to comply with state law or local ordinance. (71)

If a landlord enters without giving prior notice and the tenant is not present, the landlord must give written notice to the tenant. (72) If the landlord violates this law, the tenant may recover up to \$100 per violation in court. (73)

14. TENANTS MAY SEEK POLICE AND EMERGENCY ASSISTANCE

A landlord cannot evict, penalize, or limit a tenant's right to call the police or call for emergency assistance in response to a domestic incident or any other situation. (74) Any lease provision that limits this right is illegal and void (75) and a tenant may sue a landlord for \$250 or actual damages, whichever is greater, and reasonable attorney's fees for violations of this law. (76) This law, however, does not prevent a landlord from taking appropriate action against a tenant for breach of lease, disturbing the peace and quiet of other tenants, damage to property, disorderly conduct, etc. (77)

Additionally, while no municipality may require eviction of a tenant or otherwise charge or penalize a landlord for a tenant's use of police or emergency assistance, this law does not preclude local ordinances from penalizing landlords for failure to abate nuisances or disorderly conduct on rental property. (78)

15. REPAIR PROBLEMS

Minnesota law requires landlords to keep units in reasonable repair. This requirement cannot be waived. (79) However, the landlord and the tenant can agree the tenant will do certain specific repairs or maintenance if:

- 1) This agreement is in writing and conspicuous (easy to notice) **and**
 - 2) The tenant receives something adequate in return (for example, a rent reduction or payment from the landlord for the work). (80)
-

If the tenant has trouble getting the landlord to make necessary repairs in the unit, the tenant may use one or more of the following remedies:

- 1) File a complaint with the local housing, health, energy or fire inspector - if there is one - and ask that the unit be inspected. If there is no city inspector for the community, write the landlord and request repairs within 14 days. If management fails to make such repairs, the tenant may file a rent escrow action.
- 2) Place the full rent in escrow with the court, and ask the court to order the landlord to make repairs.
- 3) Sue the landlord in district court under the Tenant's Remedies Act.
- 4) Sue in conciliation court or district court for rent abatement (this is the return of part of the rent, or, in extreme cases, all of the rent).
- 5) Use the landlord's failure to make necessary repairs as a defense to either the landlord's Eviction Action based on nonpayment of rent, or the landlord's lawsuit for unpaid rent. (See page 18 for a further explanation of defenses a tenant may use.)

Let's examine these one at a time.

Calling In An Inspector

If a landlord will not correct a repair problem, a local housing, health, energy, or fire inspector can be called by the tenant. If the inspector finds code violations in the unit, the inspector will give the landlord a certain amount of time to correct them. If the landlord does not make the corrections, the inspector has the authority to serve a summons on the landlord to appear in court. (81)

A landlord may not retaliate (strike back) by filing an eviction notice, increasing rent, or decreasing services because a tenant contacts an inspector. (See page 27 for more information about retaliation.) (82)

Rent Escrow

A rent escrow action is a simplified procedure that permits a tenant to seek relief for housing violations on his or her own without the assistance of an attorney. Tenants may place rent in an escrow account when a landlord will not correct housing violations. Under the rent escrow law, tenants can pay their rent to the court administrator rather than to the landlord, and ask the court to order the landlord to make repairs. (83) A tenant may wish to speak with a private attorney or Legal Aid attorney for advice before proceeding. The following are the rules and procedures for rent escrow that must be strictly followed: The first step is to either contact the housing inspector or notify the landlord in writing about the violation. As stated earlier, the housing inspector can order the landlord to make repairs if there are violations of the housing code. (84) It is important to contact the inspector and get a copy of the order. If the repairs are not made within the time the inspector orders, a tenant can deposit rent with the court administrator along with a copy of the notice of code violation. (85)

Even if there is no local housing code, Minnesota law says landlords must keep rental property fit to live in and in good repair. (86) If a landlord has failed to maintain the dwelling so it is fit to live in, has not kept the dwelling in good repair, has not complied with state and local health and housing codes, or has violated the written or oral lease, the tenant should notify the landlord in writing. It is very important that the tenant keep a copy of this letter. If the problem is not corrected within 14 days, the tenant can deposit the rent payment with the court administrator along with a copy of the letter that was given to the landlord. (87)

A tenant may file a rent escrow action any time after the requisite notice or inspection orders have expired. To file a rent escrow action, a tenant needs to pay to the court administrator all rent, if any, that is due. (88)

There is a small filing fee, but the administrator can waive the fee if the tenant's income is very low. (89) The tenant must give the administrator a copy of the inspector's order or the tenant's letter to the landlord. The tenant should estimate how much it will cost to make the repairs. The tenant must also give the administrator the landlord's name and address. A court administrator will provide the tenant with a rent escrow petition form. (90)

Once the rent has been deposited with the court, the court administrator will schedule a hearing. The hearing will take place within 10 to 14 days. In most cases, the court will notify the landlord of the hearing by mail. If fixing the housing code violation will cost more than the conciliation court limit (currently \$7,500), however, then personal service is required. Someone other than the tenant must give the hearing notice to the landlord. (91) The landlord can take legal action to evict the tenant if the tenant does not deposit the full amount of rent in escrow with the court administrator. (92)

After the hearing, if the tenant proves that a violation exists, the judge may do any of the following:

- 1) Order the landlord to fix the problem. (93)
- 2) Allow the tenant to make the repairs and deduct the cost from the rent. (94)
- 3) Appoint an administrator to collect rent and order repairs. (95)
- 4) Return all, none, or part of the rent to the tenant. (96)
- 5) Order that future rent be paid to the court or that the rent be abated (eliminated or reduced), until repairs are made, or that part of the rent be abated or refunded. (97)
- 6) Fine the landlord. (98)

If the tenant does not prove that there is a housing code violation, or if the tenant does not deposit the full amount of rent with the court, then the money and deposit will be given to the landlord. (99)

A tenant must follow the other terms of the lease while paying rent into escrow. According to Minnesota law, a tenant's rent escrow rights and remedies may not be waived or modified by any oral or written lease or other agreement. (100)

Using the Tenants Remedies Act

Under the Tenants Remedies Act ("TRA"), a tenant can sue for the same items as in a Rent Escrow Action:

- 1) A health or housing code violation. (101)
- 2) A violation of the landlord's obligation to keep the rental unit in reasonable repair. (102)
- 3) A violation of an oral or written rental agreement or lease. (103)

Some non-profits can also sue on behalf of a whole building's tenants with a TRA. A TRA, however, contains more complicated procedures than a Rent Escrow Action.

Before going to court under this act, a tenant should talk to the landlord about the needed repairs and try to get the landlord to fix them. If the landlord does not make the repairs within a reasonable time, the tenant should:

- 1) Notify the local housing, health, energy, or fire inspector (if there is one). (104)
- 2) Get a written copy of the inspector's report. This will describe the problem and allow the landlord a certain number of days to repair it. If no inspector has been used, the tenant must inform the landlord in writing of the repair problem at least 14 days before filing a lawsuit. (105)
- 3) Wait for the required time to pass, and then, if the repair work has not begun or progressed, bring suit in district court. (106) In court, the tenant must produce evidence that the problem exists (and should submit a copy of the inspector's report if there is one). The tenant must also explain how the problem can be resolved. (107)

Rent Abatement (return of money)

Before suing for rent abatement (a return of rent paid for a unit that was in disrepair), the tenant should try to get the landlord to make the repairs. Only after it appears the repairs won't be made, and further requests seem pointless, should the tenant try to bring a legal action for rent abatement. The tenant should then be prepared to prove:

- 1) The existence of a condition(s) affecting safety, health or the fitness of the dwelling as a place to live. (108)
- 2) The landlord was notified, knew, or should have known, about the defective condition(s). (109)
- 3) The landlord failed to repair the defective condition(s), or make adequate repairs, after having a reasonable time to do so. (110)

Although it is unclear under present Minnesota law how the amount of rent reduction (damages or money) should be determined, the tenant may be able to recover either:

- 1) The difference in value between the condition the rental unit would have been in had the landlord met the landlord's legal duty to make repairs, and the actual condition of the dwelling without the repairs; or
- 2) The extent to which the use and enjoyment of the dwelling has been decreased because of the defect.

The tenant may sue for rent reduction in conciliation court if the amount the tenant is seeking is less than the maximum amount the conciliation court has jurisdiction to decide. If the tenant's claim exceeds the conciliation court maximum, a lawsuit would have to be brought in district court, or the amount the tenant is asking for would have to be reduced to the jurisdictional limit of conciliation court. (Currently, claims of up to \$7,500 can be decided in conciliation court.)

Withholding Rent

Tenants may withhold rent if there is a serious repair problem or code violation. Because the tenant may have to defend this action in court, it may be better to use a Rent Escrow Action; however, if the tenant chooses to withhold rent, he/she should follow these steps:

- 1) Notify the landlord, in writing, of the needed repairs (both parties should keep a copy) and give the landlord a chance to make repairs. (111)
- 2) Notify the housing, health, energy, or fire inspector (if there is one) if the landlord does not make the repairs. (112)
- 3) Get a written copy of the inspector's report. (113)
- 4) Notify the landlord in writing that all or part of the rent will be withheld until the repairs are made. (114)

If a tenant decides to withhold rent, the tenant should be prepared to defend that action in court. It is very likely that the landlord will begin eviction proceedings. (115) The tenant must not spend the withheld rent money. The tenant must bring the money to court when the tenant is summoned (required) to appear in court. The judge may order the tenant to deposit the rent with the court. Tenants who fail to comply with the judge's order to deposit rent with the court may not have their defenses heard and can be evicted.

If the court decides the tenant's argument is valid, it can do any number of things. It may, for instance, order the rent to be deposited with the court until the repairs are made, or it may reduce the rent in an amount equal to the extent of the problem. (116) On the other hand, if the tenant loses, the tenant will have to pay all the rent withheld, plus court costs. In addition, the case will be reported to a tenant screening service, affecting future credit and tenant screening checks. Therefore, withholding rent may create more of a risk to the tenant than a Rent Escrow, Tenant Remedies Action, or a rent abatement action.

Defense

A tenant in poorly maintained rental housing can also use the landlord's failure to make necessary repairs as a defense to:

- 1) The landlord's Eviction Action based on nonpayment of rent. (117)
- 2) The landlord's lawsuit for unpaid rent. Again, the tenant should be prepared to show that the landlord was notified, or knew, or should have known, about the defective conditions, but failed to repair them despite having a reasonable chance to do so. (118)

16. NEIGHBORHOOD ORGANIZATIONS

A neighborhood organization is an incorporated group in a specific geographical area formed to promote community safety, crime prevention, and housing quality in a nondiscriminatory manner. A neighborhood organization can act on behalf of a tenant with the tenant's written permission, or it can act on behalf of all tenants in a building with a majority of the tenants' permission. (119)

In most situations, a neighborhood organization acts much like a tenant. A neighborhood organization can:

- 1) Call for an inspection of a building about which it has zoning concerns. (120)
- 2) Take to court the owner of a building in which a housing violation may exist. (121)
- 3) Take to court the owner of any unoccupied buildings in its area. (122)

If a violation is found to exist, a judge can rule in favor of the tenant(s) and/or the neighborhood organization. Among other options, the court can order the owner to comply with all housing codes, under the court's jurisdiction, for up to one year. Additionally, the court can rule against the owner of the building for reasonable attorney's fees, not to exceed \$500. (123)

The court may appoint a neighborhood organization as the designated administrator for a building as a result of legal action. When this happens, the administrator may collect rent, contract for materials and services to remedy violations, and perform other duties as outlined by the court. (124)

17. UNINHABITABLE OR CONDEMNED BUILDINGS

A landlord may not accept rent or a security deposit for residential rental property condemned or declared unfit for human habitation by a state or local authority if the tenancy started after the premises were condemned or declared unfit for human habitation. By violating this law, the landlord is liable to the tenant for actual damages and three times the amount of all money collected from the tenant after the date the property is condemned or declared unfit by state or local officials. This includes court costs and attorney's fees. Actual damages can include items such as moving expenses, temporary lodging and other costs. (125) If a building is condemned, a landlord must return the tenant's security deposit within five days after the tenant moves from the building, unless the tenant's willful, malicious or irresponsible conduct caused the condemnation. (126)

Minnesota law states that if a building is destroyed or becomes uninhabitable or unfit to live in through no fault of the tenant, the tenant may vacate the rental unit. In that situation, the tenant is not required to pay further rent to the landlord. (127) If the building has not been condemned, however, a tenant who relies upon this law to break a lease may run the risk that a court will not agree that the building was uninhabitable. The tenant may want to consider using the remedies discussed on pages 14-18 rather than to vacate the rental unit without proper notice.



ENDING THE TENANCY

18. PROPER NOTICE

When the landlord or tenant ends the tenancy, he or she must abide by both the terms of the lease and by state law. The notice requirements for periodic and definite term tenancies differ.

For Periodic Tenancies

If there is no provision in the lease stating how much advance notice must be given to end the tenancy, the law provides that written notice must be received by the other party at least one full rental period before the last day of the tenancy. This means the day before the last rent payment is due. (128)

For example, if a tenant who pays rent on the first day of each month (in a month-to-month periodic tenancy) wishes to leave at the end of June, the tenant must inform the landlord in writing on or before May 31. This is because May 31 is one day before the June rental period begins. No matter when during June the tenant actually leaves, the tenant is responsible for the entire month's rent. If the tenant or landlord misses the proper notice deadline - even by a day - the notice is void (no good) and the tenancy continues as if no notice was given.

The effective date of the notice is the date it is received. If the notice is mailed May 31, it will not be received by the other party until at least June 1, and will be ineffective to end the tenancy by June 30. The proper notice provision also applies to the landlord. If the landlord wants to end the tenancy, he or she must give the tenant advance written notice the day before that last rental period begins. If the landlord misses the deadline, the notice is defective and the tenancy is automatically extended for another month. The landlord must provide the tenant a second proper, written notice to vacate the rental property at least one day before the last rental period begins. (129)

For Definite Term Tenancies

Procedures for ending a definite term tenancy are generally written into the lease. Tenants with a definite term lease have to pay for the entire term no matter when they leave, unless the landlord agrees to accept new tenants who would take over the remaining payments. But some term leases have provisions allowing the tenant to "break" the lease. Often in such cases, the tenant is required to pay a "breaklease" fee - a sum of money and/or the tenant's security deposit.

Some definite term leases spell out what kind of notice is needed to end the tenancy when the lease ends. Typically this is a written notice presented 30 to 60 days before the lease ends. Often such a requirement is part of an automatic renewal provision. Automatic renewal means if the tenant does not give notice he or she can be held to an additional period of time - for example, one or two months beyond the original term of the lease.

But if the automatic renewal is for an extra two months or more, the landlord must give the tenant written notice and call the tenant's attention to the automatic renewal provision. If the landlord does not, the automatic renewal provision cannot be enforced. The renewal notice must be given either by personal service or

by registered or certified mail. It must be received by the tenant 15 to 30 days before the tenant has to give the landlord written notice to vacate. (130) The tenant may not use the security deposit as the last month's rent, except that the tenant may withhold rent for the last month of a contract for deed cancellation period or mortgage foreclosure redemption period. (131) These terms are defined on page 6.

Holdover Tenants

If there is no provision in the lease about what happens when the lease ends (for example, nothing is said about converting the tenancy to a month-to-month tenancy), the lease simply expires and the tenant becomes a "holdover tenant," and the lease is renewed on a month-to-month basis. (132) Some leases in rural areas (outside of a city) are renewed for a full term. At this point, unless the landlord agrees to continue the tenancy or a new lease is signed, the landlord can start eviction proceedings at any time and without notice. (See page 24 for laws covering eviction.) However, once the landlord accepts a rent payment from the tenant after the tenancy term runs out, then the tenancy is automatically renewed for another rental period and it becomes a periodic (usually month-to-month) tenancy.

Section 8 and Public Housing Programs

Section 8 is a federal rent assistance program that provides rent subsidy payments for low-income families renting privately owned housing. Under Section 8, a monthly rent subsidy payment is made to the owner and the tenant pays about 30 percent of the tenant's income toward rent. For more information on Section 8 and other housing subsidy programs, contact the U.S. Department of Housing and Urban Development, (612) 370-3000, or the local public housing authority listed in the telephone directory.

19. RIGHT OF VICTIMS OF DOMESTIC ABUSE TO TERMINATE LEASE

A victim of domestic violence who fears imminent domestic abuse against the tenant or the tenant's minor children if the tenant or the tenant's minor children remain in the leased premises may terminate a residential lease agreement under certain conditions. The tenant must provide advance written notice to the landlord stating that:

- 1) The tenant fears imminent domestic abuse from a person named in an order for protection or no contact order (133) **and**
- 2) The tenant needs to terminate the tenancy (134) **and**
- 3) The specific date the tenancy will terminate. (135)

The law requires that the advance written notice must be delivered before the termination of the tenancy by mail, fax, or in person, and must include the order for protection or no contact order. The landlord is prohibited from disclosing information provided in this written notification and may not enter the information into any shared database or provide it to any person or entity. However, the landlord may use the information as evidence in an eviction proceeding, action for unpaid rent or damages arising out of the tenancy, claims under section 504B.178 with the tenant's permission, or as otherwise required by law. (136)

The tenant is responsible for the rent payment for the full month in which the tenancy terminates and an additional amount equal to one month's rent. (137) This amount must be paid on or before the tenancy terminates. In the event that the tenant owes the landlord rent or other amounts for a period before the termination of the lease, the tenant will continue to owe that amount to the landlord. (138) If there are multiple tenants on the lease, the lease will continue for the remaining tenants. (139)

20. THREE-DAY NOTICE DURING WINTER

Tenants who vacate their units between November 15 and April 15 must tell their landlord they are vacating at least three days before they move. This allows the landlord time to take steps to make sure the pipes don't freeze. A tenant's failure to notify the landlord is a misdemeanor. Exceptions to this requirement are cases where the unit's pipes are not subject to freezing or where the tenant is leaving on the day the tenancy is supposed to end anyway. (140)

21. REFUND OF THE SECURITY DEPOSIT

At the end of the tenancy, a landlord must return a tenant's security deposit plus simple, non-compounded interest, (141) or give the tenant a written explanation as to why the deposit (or any part of the deposit) will not be returned. The landlord must do this within 21 days after the day the tenancy ends, provided that the tenant has given the landlord a forwarding address. If a tenant has to leave because the building is condemned, the landlord must return the deposit within five days after the tenant leaves, and after receipt of the tenant's new address or delivery instructions (unless the condemnation was due to the tenant's willful, malicious or irresponsible conduct). (142) If the landlord does not return the deposit or return an explanation in the time allowed, the landlord must pay the tenant a penalty equal to the amount withheld and interest and also pay the tenant the amount of the deposit and interest wrongfully withheld. (143) Minnesota law allows a landlord to withhold from a security deposit only the amount necessary for unpaid rent (144), damages to the rental unit beyond ordinary wear and tear (145), or other money the tenant owes to the landlord under an agreement (e.g. water bills). (146)

When a landlord's interest in the property ends (for example, because of death, foreclosure, or contract for deed cancellation), the security deposit must be transferred to either the new owner or returned to the tenant. This must be done within 60 days after the current landlord's interest in the property ends or when the new landlord is required to return the security deposit under the rules discussed earlier, whichever is the earlier time. (147)

If a landlord does not return or transfer the deposit, the court may penalize the landlord \$200 for each deposit not returned or transferred. (148)

Interest

Interest begins on the first day of the month following the full payment of the security deposit. Interest runs to the last day of the month in which the landlord returns the deposit. When a tenant has sued to recover a withheld deposit, interest would run to the day the judgment is entered in favor of the tenant. (149)

Taking the Matter to Court

If a tenant does not get the deposit back, or is dissatisfied with the landlord's explanation for keeping part or all of the deposit, the tenant can take the matter to court (this is usually the conciliation court in the county where the rental property is located). (150) There, it is up to the landlord to justify his or her actions. The Attorney General's Office has prepared a brochure entitled *Conciliation Court: A User's Guide to Small Claims Court*, which offers useful tips on how to file a claim and proceed in conciliation court.

If the judge decides the landlord acted in "bad faith," the tenant can be awarded up to \$200 in punitive damages. If a landlord has failed to provide a written explanation, the landlord must return the withheld

deposit within two weeks after the tenant has filed a complaint in court, or the court will presume the landlord is acting in "bad faith." (151)

The law generally forbids tenants to use their security deposits to pay the rent. Those tenants who do may be taken to court and may have to pay the landlord the amount of the rent withheld plus a penalty. However, before the landlord can take a tenant to court, the landlord must give the tenant a written demand for the rent and a notice that it is illegal to use the security deposit for the last rent payment. The one exception to the prohibition on withholding rent is that a tenant may withhold rent for the last month of a contract for deed cancellation period or mortgage foreclosure redemption period. (152)



OTHER IMPORTANT LAWS

22. HOUSING COURTS

Housing courts in Ramsey (651-266-8285) and Hennepin counties (612-348-5186) hear and decide criminal and civil cases related to residential rental housing. This includes, for example, claims for rent abatement, rent escrow proceedings, eviction actions, and actions for violations of state, county or city housing codes. Housing courts ensure housing claims are brought before a single, trained referee. This is to encourage consistent decisions and prompt compliance with Minnesota's housing laws.

Ramsey and Hennepin County District Courts appoint a referee to hold hearings and make recommended decisions. After the hearing in each case, the referee's recommended findings and orders are sent to the district court judge. These become the findings and orders of the court when confirmed by the district judge. The landlord or tenant can ask the district court judge to review any order or finding recommended by the referee. The person who is requesting the review must file and serve (provide to the other party) a notice of the recommended order or finding. This must occur within 10 days. This notice must explain the reasons for requesting a review, and state the specific parts of the recommended findings or orders that are disputed. After receiving this notice, a time for the review hearing will be set. After the hearing the judge will decide whether to accept, reject or change the referee's recommended decision.

Hennepin and Ramsey county landlords and tenants are encouraged to use the housing courts to resolve housing related disputes that they cannot work out themselves.

23. EVICTION

Eviction Actions (Unlawful Detainer)

Landlords cannot forcibly remove tenants. In order to evict a tenant, a landlord must first bring an "Eviction Action," or what used to be called an "Unlawful Detainer" action against the tenant. This is a legal proceeding conducted in district court. To bring such an action the landlord must have a legitimate reason. According to state law, legitimate reasons can be nonpayment of rent, other breach of the lease, or cases where the tenant has refused to leave after notice to vacate has been properly served and the tenancy's last day has passed. (153) In general, if a tenant does not pay rent on the day it is due, the landlord may immediately bring an Eviction Action unless the lease provides otherwise.

After a contract for deed cancellation or mortgage foreclosure, the new owner of the building can also evict a tenant; provided that if the tenant leased the property during the contract for deed cancellation period or mortgage foreclosure redemption period under a lease beginning after the date the mortgage or contract for deed was signed and prior to the expiration of the time for redemption or termination, the tenant received proper notice to vacate. The law requires two month's written notice to vacate no sooner than one month after the expiration of the contract for deed cancellation period or mortgage foreclosure redemption period (these terms are defined on page 6); or two month's written notice to vacate no later than the expiration of the cancellation or redemption period. This second notice option requires that the tenant be held harmless for breaching the lease if the mortgage is redeemed or contract reinstated. (154)

With proper written notice, a landlord can end a month-to-month tenancy unless the landlord is limiting a tenant's right to call the police for emergency assistance or retaliating or discriminating against the tenant. (See pages 14, 27 and 31 for definitions of these terms.) Definite term leases can only be ended according to the notice specified in the lease or if there has been a significant breach of the lease and the lease allows eviction for breach.

There are a number of steps both landlords and tenants must take in an Eviction Action:

- 1) The landlord must file a complaint against the tenant in district court. At least seven days before the court date the landlord must have someone else serve the tenant with a summons ordering the tenant to appear in court. (155)
- 2) A court hearing must take place within seven to fourteen days after the court issues the summons. At the hearing, both the tenant and the landlord will be asked to give their sides of the story. (156)
- 3) The judge will then deliver a decision. If the judge decides the tenant has no legal reason for refusing to leave or pay the rent, the judge will order the tenant to vacate the rental unit. If necessary, the judge will order a law enforcement officer to force the tenant out. If the tenant can show immediate eviction will cause substantial hardship, the court shall allow the tenant a reasonable period of time (up to one week) in which to move. A tenant may not seek or receive a delay based on hardship if the tenant is causing a nuisance or seriously endangering the safety of other residents, their property, or the landlord's property. (157)

If the Eviction Action has been brought only because the tenant owes rent, and the landlord wins, the tenant can still "pay and stay." To pay and stay, the tenant must pay the rent that is past due (in arrears), plus interest (if charged), plus a \$5 attorney fee if an attorney represented the landlord, and finally, any "costs of the action." Costs of the action includes the filing fee (now about \$250 - \$255) plus the process server fee, plus witness fees if one was subpoenaed (called) for trial; costs do not include other legal or similar fees for handling/processing the case as those are capped at \$5.

The court may give the tenant up to a week to pay the court costs. If a tenant has paid the landlord or the court the amount of rent owed, but is unable to pay the interest, costs and attorney's fees, the court may permit the tenant to pay these amounts during the time period the court delays issuing a Writ of Recovery (eviction order). (158)

If the Eviction Action has been brought because the tenant has withheld the rent due to disrepair, the judge may order the tenant to deposit the rent with the court. If the tenant wins, the judge may order that the rent be abated (reduced), in part or completely. (See page 17 for a description of withholding rent.)

Following a motion by the tenant, the court may find that the landlord's eviction case is without merit. The judge may then decide to expunge (remove) the eviction case from the court's record. (159) See page 8 for a more complete discussion of expungement. If a tenant screening service (see page 7 for an explanation of tenant reports) knows that an eviction case file has been expunged, the tenant screening service must remove any reference to that file from data it maintains or disseminates. (160)

It should be understood that only a law enforcement officer can physically evict a tenant. The landlord cannot. A Writ of Recovery - which is issued at the time the decision is handed down - must be posted on the premises at least 24 hours before the actual eviction. The law enforcement officer can show up to perform the eviction anytime after the 24 hours have expired. (161)

A landlord may not obtain a judgment for unpaid rent in an Eviction Action. To obtain a judgment for unpaid rent, a landlord must bring a separate action in Conciliation Court or District Court.

Storage of Personal Property

When the law enforcement officer performs the eviction, the tenant's remaining property must either be stored on the premises or placed in storage in a bonded warehouse or other suitable storage place. (162)

In cases where the tenant's property will be stored on the premises, the landlord must prepare an inventory that is signed and dated in the presence of a law enforcement officer acting pursuant to a court order. A copy of the inventory must be mailed to the tenant at the tenant's last known address, or to an address provided by the tenant. (163) The inventory must include the following:

- 1) A listing of the items of personal property, and a description of the condition of that property. (164)
- 2) The date, the signature of the landlord, and the name and telephone number of the person authorized to release the property. (165)
- 3) The name and badge number of the police officer. (166)

The officer must keep a copy of the inventory. The landlord must remove, store and take care of the tenant's property. The landlord is liable for damages to, or loss of, the tenant's personal property. The landlord should notify the tenant of the date and approximate time the officer is scheduled to remove the tenant and the tenant's personal property from the premises. The notice must be sent by first class mail. The landlord should also make a good faith effort to notify the tenant by telephone, explicitly informing the tenant that the tenant and the tenant's property will be removed from the premises if the tenant has not vacated by the time specified in the notice. (167) According to Minnesota law, this provision may not be waived or modified by any oral or written lease or other agreement. (168)

To Get the Property Back

If the tenant's personal property is stored *on the premises*, the tenant may contact the landlord in writing to demand that the property be returned. The landlord does not have a lien on the property. If the tenant's property is stored *away from the premises* (at a bonded warehouse or other suitable storage place) the landlord has a lien (legal claim) on the tenant's personal property for the reasonable costs of removing, transporting, and storing the property plus court costs of the Eviction Action. The landlord can keep the property in such a circumstance until those expenses are paid. (169)

Whether the tenant's property is stored on or away from the premises, to get the property back the tenant does not have to pay any unpaid rent, late charges, etc. The landlord can sue the tenant in court for these costs.

Eviction for Illegal Activities

Every oral or written residential lease now includes a requirement that the following activities will not be allowed on the premises: making, selling, possessing, purchasing or allowing illegal drugs; illegally using or possessing firearms; allowing stolen property; or allowing prostitution or related activities. (170) A tenant violating this law loses the right to the rental property. An Eviction Action filed by a landlord for these reasons will be heard within five to seven days (rather than the usual 7 to 14 days.) (171)

If illegal drugs or contraband valued at more than \$100 are seized from the property, the landlord, upon being notified, (172) has 15 days to file to evict the tenant or ask the county attorney to do so. (173)

Landlords receiving notice of a second such occurrence involving the same tenant may forfeit their property unless they have filed to evict the tenant or asked the county attorney to do so. (174) Forfeiture of the property may occur if the value of the controlled substance is \$1,000 or more, or there have been two previous controlled substance seizures involving the same tenant. (175)

The tenant has a defense against eviction if the tenant has no knowledge of, or reason to know about, the drugs or contraband, or could not prevent them from being brought onto the premises. (176)

The landlord has a defense if the landlord was not notified of the seizure or had made every reasonable attempt to evict a tenant or to assign the county attorney that right. If the property is owned by a parent of the offender, the rental property cannot be forfeited simply based on the owner's knowledge of unlawful drug use unless the parent actively participated in, or knowingly allowed the unlawful activity, or the rental property was purchased with unlawful drug proceeds. (177)

Seizure of Property

Unlawful sale or possession of illegal drugs or unlawful sale of alcohol within a building is now a public nuisance. (178) A city attorney, county attorney, or the attorney general may file an abatement action against the landlord, and if the nuisance is not corrected, ask the court to seize the building. (179)

24. RETALIATION

A landlord may not evict a tenant or end a tenancy in retaliation for the tenant's "good faith" attempt to enforce the tenant's rights, nor can a landlord respond to such an attempt by raising the tenant's rent, cutting services, or otherwise adversely changing the rental terms. For instance, if a tenant has reported the landlord to a governmental agency for violating health, safety, housing, or building codes, the landlord cannot try to "get even" by evicting the tenant.

If, within 90 days of a tenant's action, the landlord starts an eviction action or gives the tenant a notice to vacate, the law presumes that the landlord is retaliating. It will then be up to the landlord to prove the eviction is not retaliatory. However, if the landlord's notice to vacate comes more than 90 days after a tenant exercises the tenant's rights, it will be up to the tenant to prove the eviction is retaliatory. These provisions also apply to oral rental agreements. (180)

25. UNLAWFUL EXCLUSIONS AND PROPERTY CONFISCATION

It is a misdemeanor for a landlord to physically lock out a tenant from the tenant's rental unit or otherwise prevent a tenant from living there (for example, by removing locks, doors, or windows from the rental unit) without a court order. (181) A tenant who has been unlawfully locked out may petition the district court to get back in. The petition must:

- 1) Give a description of the rental unit. (182)
- 2) Give the owner's name. (183)
- 3) State the facts that make the lockout or exclusion unlawful. (184)
- 4) Request that the tenant be given possession of the unit. (185)

If the court agrees with the tenant, it will order the sheriff to help the tenant get back in. If the court decides the landlord knew or should have known that the lockout or other exclusion was unlawful, the court can order the landlord to pay the tenant up to triple damages or \$500, whichever is greater, plus reasonable attorney's fees. (186) Also, a landlord cannot cart away or keep a tenant's belongings for nonpayment of rent or other charges. (187)

26. UTILITY SHUTOFFS

A landlord may not intentionally shut off a tenant's utilities. To do so is a misdemeanor. (188)

If a landlord has unlawfully cut off utility services, a tenant can sue the landlord in court to recover triple damages or \$500, whichever is greater, plus reasonable attorney's fees. However, a tenant may recover only actual damages if:

- 1) In the beginning, the tenant failed to notify the landlord of the interruption of utilities. (189)
- 2) The landlord, once notified, had the services reinstated within a reasonable time or made a good faith effort to do so. (190)
- 3) The cutoff was necessary to repair or correct equipment or to protect the health and safety of the tenants. (191)

Tenants, finding their utility service cut off, should notify the landlord immediately. If service is not restored within a reasonable time, they should notify a housing inspector (if there is one available) and may bring an emergency action in court if the landlord unlawfully cuts off utilities. (192)

Loss of Essential Services

When a landlord has contracted to pay for utilities but fails to pay and the utility company gives notice that services will be cut off, or if the utilities are shut off, the tenant or a group of tenants may pay to have the services continued or reconnected and may deduct that payment from their rent. But the tenant(s) must follow certain steps.

The tenant must notify the landlord either orally or in writing of the tenant's intention to pay the utility if, after 48 hours, the landlord fails to pay. Under certain circumstances, the notice period can be shorter. For example, if the furnace stops in the middle of winter because of a lack of fuel that the landlord was supposed to provide, less than a 48-hour notice is considered reasonable. If the landlord is notified orally, written notice must be mailed or delivered to the landlord within 24 hours after the oral notice. (193)

If the landlord has not paid the natural gas, electricity, or water utility, and the service remains disconnected, the tenant may pay the amount due for the most recent billing period. (194) If the disconnected service is heating oil or propane, and the service has not been reconnected, the tenant may order and pay for a one-month supply. (195)

In a residential building with less than five units, one of the tenants may take responsibility for the gas or electric bill and establish an account in the tenant's name. Then, each month the tenant would provide receipts to the landlord and deduct from the next rental payment the amount paid to restore and pay for these utility services. By law, any payments made to a utility provider in this manner must be considered the same as rent paid to the landlord. Payments made for water, heating oil, or propane may also be deducted from rent. (196)

Utilities include natural gas, water, electricity, home heating oil and propane. (197) This law applies to all utility providers, including municipalities and cooperatives that in most cases are not regulated by the Minnesota Public Utilities Commission. (198) The utility cannot collect payment from the tenant for the landlord's past bills. Also, the utility may not refuse service to a tenant due to the landlord's failure to pay past bills. (199)

27. COLD WEATHER RULE

The Minnesota Legislature developed the Cold Weather Rule to protect a tenant (or homeowner) from having their heat source permanently disconnected in winter (October 15 through April 15) if they are unable to pay their utility bills. (200) The Cold Weather Rule is implemented by the Minnesota Public Utilities Commission. The Cold Weather Rule does not prohibit shut-offs but does provide that a utility may not disconnect and must reconnect a customer whose household income is at or below 50% of the state median income if the customer enters into and makes reasonably timely payments under a mutually acceptable payment agreement. Customers whose household income is above 50% of the state median income also have the right to a payment agreement to prevent disconnection or get reconnected. (201) The Cold Weather Rule applies to all natural gas and electric utilities; it does **not** apply to delivered fuels, such as fuel oil, propane, and wood.

The Cold Weather Rule does not prevent a landlord from evicting a tenant or refusing to renew a lease that expires during this "cold weather" season.

Disconnection Notice

The Cold Weather Rule requires a utility company to notify its customers in writing before it disconnects their heat. The notice must be in easy-to-understand language and must contain the amount due, the date of the scheduled disconnection, the reasons for disconnection, and options to avoid disconnection. (202) A regulated public utility must notify a customer of disconnection at least seven working days in advance. (203) An unregulated utility—such as a cooperative or municipal utility—must notify a customer of disconnection at least 15 days in advance. (204) A disconnection may not generally happen on a Friday, Saturday, or Sunday, a holiday or the day before a holiday, while an appeal is pending, or after the close of business on the scheduled day of disconnection.

Payment Plans

A utility company must enter into payment agreements all year round, not just during the winter months. (205) Any residential customer, regardless of income or account status, may qualify for a payment agreement.

If you receive a disconnection notice or you know you cannot afford your utility bills, you must work directly with your utility company to set up a payment plan. Your utility company must consider your financial circumstances, as well as any "extenuating" circumstances, when it makes your payment plan. (206) If you agree to a payment plan, you must keep it. If your circumstances change and you can no longer afford your payment plan, you must contact your utility company and negotiate a new payment plan.

During the winter months, the Cold Weather Rule guarantees a reduced payment plan for consumers who meet certain guidelines. If you receive energy assistance or your household earns less than 50 percent of the state's median income, a public utility company cannot ask you to pay more than **ten percent** of your monthly household income toward current and past utility bills. (207) A cooperative or municipal utility can ask you to pay more than ten percent of your monthly household income, but it must consider your financial

circumstances. (208) Household income includes the income of all residents in your household but does not include any amount received for energy assistance. The state's median household income is \$40,758 for a family of four.

Your Right to Appeal

If you and your utility company cannot agree on a reasonable payment plan, you have the right to appeal.

If you are a customer of a public utility, you may appeal to the Minnesota Public Utilities Commission. (209) You must ask your utility company for an appeal form. Once you receive the appeal form, you must send it to the Minnesota Public Utilities Commission within seven working days. (210) After it receives your written appeal, the Minnesota Public Utilities Commission will review it and issue a decision within 20 working days. (211) During the appeal process, your utility company cannot disconnect your heat; if you have already been disconnected, your utility company must reconnect your service. (212) If your appeal is denied, your utility company must notify you in writing at least seven days before it disconnects your service. (213)

If you are the customer of a cooperative or municipal utility, you must appeal directly to your utility company before you are disconnected. (214)

Additional Resources

If you have questions about the Cold Weather Rule, contact your local utility or call the Consumer Affairs Office of the Minnesota Public Utilities Commission at (651) 296-0406 or 1-800-657-3782. If you meet low income guidelines, you may also be eligible for energy assistance funds. Your utility company or the Minnesota Public Utilities Commission can help you get in touch with these programs.

28. TENANT'S RIGHT TO A TAX CREDIT (CRP)

Minnesota law gives tenants (depending on income and amount of rent paid) a partial refund for the property taxes they pay indirectly through their rent. (215) To be eligible a tenant must rent a property tax-paying unit. If the tenant is renting from the government, a private college, some other person, or other entity not required to pay property taxes or make payments in lieu of taxes, the tenant is not eligible for a refund.

To claim the credit, the tenant must file with the Minnesota Department of Revenue a property tax refund return form (M-1RP) and include with it a "certificate of rent paid" ("CRP") that the landlord must supply to the person who is a renter on December 31. If the renter moves prior to December 31, the owner or managing agent may give the certificate to the renter at the time of moving, or mail the certificate to a forwarding address if one has been provided by the renter. The certificate must be made available to the renter before February 1 of the year following the year in which the rent was paid. (216) If there is a disagreement between the tenant and the landlord over how much rent was paid, or if the landlord fails to provide a certificate of rent paid form, a "Rent Paid Affidavit" can be requested from the Minnesota Department of Revenue. The property tax refund return for the previous year must be filed with the Department of Revenue by August 15. Questions may be directed to the department at (651) 296-3781. TTY users call 711 for Minnesota State Relay Service.

29. DISCRIMINATION

According to Minnesota law, landlords cannot legally refuse to sell, rent, or lease housing to potential tenants, or have different rental terms, on the basis of race, color, creed, religion, national origin, sex, marital status, sexual or affectional orientation, disability, or reliance on public assistance. (217) There is one exception to this: an owner living in a one-family unit may refuse to rent part of the premises on the basis of sex, marital status, sexual or affectional orientation, disability, or reliance on public assistance. (218)

Likewise, a landlord cannot discriminate against tenants by decreasing services that have been promised in the lease. (219) It is also illegal for landlords to discriminate against people with children (this is also called "familial status"). However, there are some important exceptions to this prohibition. Landlords can refuse to rent to persons with children when:

- 1) The vacancy is in an owner-occupied house, duplex, triplex or fourplex (220) **or**
- 2) The purpose of the building is to provide housing for elderly persons. (221)

To qualify for the second exemption the housing must:

- 1) Be provided under a state or federal program that is specifically designed and operated to assist elderly persons. (222)
- 2) Be intended for and solely occupied by persons 62 years of age or older (223) **or**
- 3) Be intended and operated for occupancy by at least one person 55 years of age or older per unit. At least 80 percent of the units must be occupied by one person 55 years of age or older per unit, and there must be the publication of, and adherence to, policies and procedures that demonstrate an intent to provide such housing. (224)

Additionally, a landlord is unable to discriminate against a tenant who requires a service dog. Every totally or partially blind, physically disabled, or deaf person who has a service dog, or who obtains a service dog while renting, shall be entitled to full and equal access to all housing accommodations. Furthermore, the tenant shall not be required to pay extra compensation to the landlord in order to have a service dog reside in the unit; however, the tenant shall be liable for any damage done to the premises by such service dog. (225)

Complaints about discrimination may be filed with the Minnesota Department of Human Rights, 190 East 5th Street, Suite 700, St. Paul, MN 55101; (651) 296-5663, or toll free, 1-800-657-3704. In Minneapolis, St. Paul, and some other locations, such complaints may also be filed with municipal civil or human rights departments. (226) Tenants may also wish to consult a private attorney about discrimination.

30. HANDICAPPED-ACCESSIBLE UNIT

Minnesota law requires that a disabled person, or a family with a disabled family member, must be given priority to handicapped-equipped rental housing. This law provides that if a non-disabled person, or a family that does not include a disabled person, is living in a handicapped-equipped unit, the owner must offer to rent a non-handicapped-equipped apartment to that person or family if:

- 1) A disabled person or a family with a disabled family member who will reside in the apartment has signed a rental agreement for the handicapped-equipped apartment. (227)

- 2) A similar non-handicapped-equipped apartment in the same rental housing complex is available at the same rent. (228)

The law requires that the owner must inform non-disabled people and families that do not include a disabled family member of the possibility that they may have to move to a non-handicapped-equipped rental unit. This information must be provided before an agreement is made to rent a handicapped-equipped unit. (229)

31. LANDLORD DISCLOSURE

Landlords must provide their tenants, in writing, with the name and address of:

- 1) The person authorized to manage the premises. (230)
- 2) The owner of the premises or the owner's authorized agent (the person or entity that will be receiving any notices or demands). (231)

The addresses given must be a street address, not a post office box number because it must be an address at which papers can be served (handed to the recipient). The disclosure can be inserted in the lease or can be put in some other written form. It must also be printed or typed and posted by the landlord in some clearly visible place on the premises. (232)

The disclosure is important because the tenant must be able to contact the landlord or agent when repairs are needed or other problems arise. Also, a landlord cannot take any legal action against a tenant to recover rent or to evict the tenant unless the disclosure has been given. (233)

Tenants who move out of a rental unit, or sublet their unit without giving the owner 30 days' written notice, lose the protection of the disclosure law. (234)

32. SUBLEASING

Subleasing means another person "takes over" a tenant's unit by moving into the unit, paying rent and doing all the things the original tenant agreed to do under the rental agreement. If nothing in the lease prohibits subletting, then the tenant can sublet. This means that the new tenant takes over the old tenant's duties, including paying the rent. It is best to get these agreements in writing and signed by both parties. Still, if the new tenant does not pay the rent, or if the new tenant damages the unit or leaves before the lease is up, the original tenant will be responsible to the landlord for any damage or unpaid rent. The original tenant can sue the new tenant for these costs. Most leases say the tenant can sublet only if the landlord agrees to it. If the tenant and landlord agree to sublet, it is best to get this agreement in writing.

33. ABANDONED PROPERTY

If law enforcement has performed an eviction, the storage of a tenant's personal property is explained on page 26 of this booklet. Otherwise, the personal property a tenant leaves behind after moving out must first be stored by the landlord. The landlord can charge the tenant all moving and storage costs, however, the tenant can get his or her property back before paying the moving and storage costs. If the tenant refuses to pay the moving and storage costs, the landlord can sue the tenant to recover those costs. (235)

Sixty days after the landlord has either received a notice of abandonment, or it has become reasonably apparent that the unit has been abandoned, the landlord may sell or get rid of the property in whatever way the landlord wishes. The landlord must make a reasonable effort, however, to contact the tenant at least two weeks before the sale of the items, to let the tenant know they are being sold or disposed of. The landlord must do this either by personally giving the tenant a written notice of the sale or by sending the notice by certified mail (return receipt requested) to the tenant's last known address or likely living quarters if that is known by the landlord. The landlord must also post a notice of the sale in a clearly visible place on the premises for at least two weeks before the sale.

The landlord may use a reasonable amount of the money from the sale to pay for the costs of removing and storing the property, back rent, damages caused by the tenant, and other debts the tenant owes the landlord under an agreement. Money earned in excess of the landlord's costs belongs to the tenant, if the tenant has written and asked for it. The landlord may not withhold the tenant's property pending payment of any rent that may be owing. If the tenant has asked for the property back before the 60 day waiting period ends, the landlord must give the property back. (236)

The landlord must return the tenant's property within 24 hours after the tenant's written demand, or 48 hours (not counting weekends and holidays) if the landlord has moved the tenant's property somewhere other than the building. If the landlord or the landlord's agent does not allow the tenant to reclaim the property after the tenant has written for it, the tenant may sue for a penalty not to exceed \$300 plus any damages the tenant suffered plus reasonable attorney's fees. (237)

34. EXPANDED DEFINITION OF "TENANT"

Caretakers and other individuals who exchange their services (instead of money) for rent are considered tenants. As such, these individuals are entitled to all rights and remedies provided to tenants by law. (238)

35. SMOKING IN COMMON AREAS

Minnesota's Clean Indoor Air Act prohibits smoking in all common areas within apartment buildings. (239)

36. MANUFACTURED HOME PARK RESIDENTS

Manufactured home owners who rent lots in manufactured home parks have special rights and responsibilities under Minnesota law. (240) The Minnesota Attorney General's Office publishes a brochure detailing these rights and responsibilities. To receive *The Manufactured Home Parks Handbook*, contact the Attorney General's Office as listed on page 44.



REFERENCES AND RESOURCES

37. REFERENCES

Minnesota statutes can be found on the Minnesota Office of the Revisor of Statutes website at: www.leg.state.mn.us/leg/statutes.asp. Information on federal laws can be found on the Office of the Law Revision Counsel website at: <http://uscode.house.gov/lawrevisioncounsel.shtml>.

- 1 Minn. Stat. § 299C.68 (2008).
 - 2 Minn. Stat. § 299C.67 (2008).
 - 3 Minn. Stat. § 299C.67, subd. 2(a) (2008).
 - 4 Minn. Stat. § 299C.69, subd. (a) (2008).
 - 5 Minn. Stat. § 299C.67, subd. 2(b)(1) (2008).
 - 6 Minn. Stat. § 299C.69, subd. (b) (2008).
 - 7 Minn. Stat. § 299C.67, subd. 2(a)(2), (2)(a)(3) (2008); Minn. Stat. § 299C.67, subd. (2)(b)(2), (2)(b)(3) (2008).
 - 8 Minn. Stat. § 299C.68, subd. 1 (2008).
 - 9 Minn. Stat. § 299C.68, subd. 2 (2008).
 - 10 Minn. Stat. § 504B.173, subd. 1 (2008).
 - 11 Minn. Stat. § 504B.173, subd. 2 (2008).
 - 12 Minn. Stat. § 504B.175 (2008).
 - 13 Minn. Stat. § 504B.178, subd. 3(b) (2008), (3)(b)(1), (3)(b)(2).
 - 14 Minn. Stat. § 504B.178, subd. 8 (2008).
 - 15 Minn. Stat. § 504B.178, subd. 2 (2008).
 - 16 Minn. Stat. § 504B.178, subd. 3(b) (2008).
 - 17 Minn. Stat. § 504B.235, subd. 3 (2008).
 - 18 15 U.S.C. § 1681 et. seq. (2008).
 - 19 Minn. Stat. § 504B.245 (2008).
 - 20 Minn. Stat. § 504B.235, subd. 4 (2008).
 - 21 15 U. S. C. § 1681g (2008).
 - 22 15 U. S. C. § 1681h (2008).
 - 23 15 U. S. C. § 1681j (2004); Minn. Stat. § 13C.01, subd. 1(a) (2008).
 - 24 15 U. S. C. § 1681i (2008).
 - 25 15 U. S. C. § 1681m (2008).
 - 26 15 U. S. C. § 1681e (2008).
 - 27 Minn. Stat. § 484.014 (2008).
 - 28 Minn. Stat. § 484.014 (2008).
 - 29 Minn. Stat. § 504B.111, subd. 3 (2008).
 - 30 Minn. Stat. § 504B.111 (2008).
 - 31 Minn. Stat. § 504B.111 (2008).
 - 32 Minn. Stat. § 504B.115, subd. 2 (2008).
 - 33 Minn. Stat. § 504B.265 (2008).
 - 34 Minn. Stat. § 504B.001, subd. 13 (2008).
 - 35 Minn. Stat. § 504B.135 (2008).
 - 36 Minn. Stat. § 504B.135 (2008).
 - 37 Minn. Stat. § 504B.135 (2008); *Oesterreicher v. Robertson*, 187 Minn. 497, 245 N.W. 825 (1932).
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- 38 Minn. Stat. § 504B.145 (2008).
39 Minn. Stat. § 504B.151 (2008).
40 Minn. Stat. § 504B.151, subd. 1(b) (2008).
41 Minn. Stat. § 504B.151, subd. 2 & 3 (2008).
42 *Fisher v. Heller*, 219 NW 79, 174 Minn 233 (1928).
43 Minn. Stat. § 504B.195, subd. 1(a) (2008).
44 Minn. Stat. § 504B.195, subd. 1(b) (2008).
45 Minn. Stat. § 504B.195, subd. 3 (2008).
46 42 U. S. C. § 4851 et. seq. (“Residential LeadBased Paint Hazard Reduction Act of 1992”); Minn. Stat. § 504B.151 (2008); Minn. Stat. § 580.042 (2008).
47 Minn. Stat. § 504B.215, subd. 2(a) (2008).
48 Minn. Stat. § 504B.215, subd. 2(a)(1) (2008).
49 Minn. Stat. § 504B.215, subd. 2(a)(2) (2008).
50 Minn. Stat. § 504B.215, subd. 2(a)(2) (2008).
51 Minn. Stat. § 504B.215, subd. 2 (2008).
52 Minn. Stat. § 504B.221(a) (2008).
53 Minn. Stat. § 504B.161, subd. 1 (2008).
54 Minn. Stat. § 504B.161, subd. 2 (2008).
55 Minn. Stat. § 504B.165(a) (2008).
56 *Gorco Constr. v. Stein*, 256 Minn. 476, 99 NW2d 69, 74 (1959).
57 Minn. Stat. § 504B.211, subd. 2 (2008).
58 Minn. Stat. § 504B.211, subd. 6 (2008).
59 Minn. Stat. § 504B.211, subd. 3(1) (2008).
60 Minn. Stat. § 504B.211, subd. 3(2) (2008).
61 Minn. Stat. § 504B.211, subd. 3(3) (2008).
62 Minn. Stat. § 504B.211, subd. 3(4) (2008).
63 Minn. Stat. § 504B.211, subd. 3(5) (2008).
64 Minn. Stat. § 504B.211, subd. 3(6) (2008).
65 Minn. Stat. § 504B.211, subd. 3(8) (2008).
66 Minn. Stat. § 504B.211, subd. 3(9) (2008).
67 Minn. Stat. § 504B.211, subd. 3(7) (2008).
68 Minn. Stat. § 504B.211, subd. 2 (2008).
69 Minn. Stat. § 504B.211, subd. 4(1) (2008).
70 Minn. Stat. § 504B.211, subd. 4(2) (2008).
71 Minn. Stat. § 504B.211, subd. 4(3) (2008).
72 Minn. Stat. § 504B.211, subd. 5 (2008).
73 Minn. Stat. § 504B.211, subd. 6 (2008).
74 Minn. Stat. § 504B.205, subd. 2 (2008).
75 Minn. Stat. § 504B.205, subd. 2 (2008).
76 Minn. Stat. § 504B.205, subd. 5 (2008).
77 Minn. Stat. § 504B.205, subd. 4 (2008).
78 Minn. Stat. § 504B.205, subd. 3 (2008).
79 Minn. Stat. § 504B.161 (2008).
80 Minn. Stat. § 504B.161, subd. 2 (2008).
81 Minn. Stat. § 504B.395, subd. 1(4) (2008).
82 Minn. Stat. § 504B.441 (2008).
83 Minn. Stat. § 504B.385 (2008).

- 84 Minn. Stat. § 504B.185 (2008).
- 85 Minn. Stat. § 504B.385, subd. 1(a) and (b) (2008).
- 86 Minn. Stat. § 504B.161 (2008).
- 87 Minn. Stat. § 504B.385, subd. 1(c) (2008).
- 88 Minn. Stat. § 504B.385, subd. 1(d) (2008).
- 89 Minn. Stat. § 563.01 (2008).
- 90 Minn. Stat. § 504B.385, subd. 5 (2008).
- 91 Minn. Stat. § 504B.385, subd. 5(d) (2008).
- 92 Minn. Stat. § 504B.385, subd. 2 (2008).
- 93 Minn. Stat. § 504B.425(b) (2008).
- 94 Minn. Stat. § 504B.425(c) (2008).
- 95 Minn. Stat. § 504B.425(d) (2008).
- 96 Minn. Stat. § 504B.385, subd. 9 (2008).
- 97 Minn. Stat. § 504B.385, subd. 9 (2008).
- 98 Minn. Stat. § 504B.385, subd. 9 (2008).
- 99 Minn. Stat. § 504B.385, subd. 10 (2008).
- 100 Minn. Stat. § 504B.385, subd. 11 (2008).
- 101 Minn. Stat. § 504B.001, subd. 14(1) (2008).
- 102 Minn. Stat. § 504B.001, subd. 14(2) (2008).
- 103 Minn. Stat. § 504B.001, subd. 14(3) (2008).
- 104 Minn. Stat. § 504B.185 (2008).
- 105 Minn. Stat. § 504B.395, subd. 4(1) (2008).
- 106 Minn. Stat. § 504B.395, subd. 2 (2008).
- 107 Minn. Stat. § 504B.395, subd. 6 (1)(2)(3) (2008).
- 108 *Fritz v. Wharthen*, 298 Minn. 54, 213 N.W 2d 339 (1973).
- 109 *Fritz v. Wharthen*, 298 Minn. 54, 213 N.W 2d 339 (1973).
- 110 *Fritz v. Wharthen*, 298 Minn. 54, 213 N.W 2d 339 (1973).
- 111 *Fritz v. Wharthen*, 298 Minn. 54, 213 N.W. 2d 339 (1973).
- 112 *Fritz v. Wharthen*, 298 Minn. 54, 213 N.W 2d 339 (1973).
- 113 *Fritz v. Wharthen*, 298 Minn. 54, 213 N.W 2d 339 (1973).
- 114 *Fritz v. Wharthen*, 298 Minn. 54, 213 N.W 2d 339 (1973).
- 115 *Fritz v. Wharthen*, 298 Minn. 54, 213 N.W 2d 339 (1973).
- 116 *Fritz v. Wharthen*, 298 Minn. 54, 213 N.W 2d 339 (1973).
- 117 *Fritz v. Wharthen*, 298 Minn. 54, 213 N.W 2d 339 (1973).
- 118 *Fritz v. Wharthen*, 298 Minn. 54, 213 N.W 2d 339 (1973).
- 119 Minn. Stat. § 504B.001, subd. 5(1)(2) (2008).
- 120 Minn. Stat. § 504B.185 (2008).
- 121 Minn. Stat. § 504B.395, subd. 1(2) (2008).
- 122 Minn. Stat. § 504B.395, subd. 1 (2008).
- 123 Minn. Stat. § 504B.425(g) (2008).
- 124 Minn. Stat. § 504B.445 (2008).
- 125 Minn. Stat. § 504B.204 (2008).
- 126 Minn. Stat. § 504B.178, subd. 3(a)(2) (2008).
- 127 Minn. Stat. § 504B.131 (2008).
- 128 Minn. Stat. § 504B.135 (2008); *Oesterreicher v. Robertson*, 187 Minn. 497, 245 N.W 825 (1932).
- 129 Minn. Stat. § 504B.135 (2008); *Oesterreicher v. Robertson*, 187 Minn. 497, 245 N.W 825 (1932); *Eastman v. Vetter*, 57 Minn. 164, 58 N.W 989 (1894).
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- 130 Minn. Stat. § 504B.145 (2008).
- 131 Minn. Stat. § 504B.178, subd. 8 (2008).
- 132 Minn. Stat. § 504B.141 (2008).
- 133 Minn. Stat. § 504B.206, subd. 1(a)(1) (2008).
- 134 Minn. Stat. § 504B.206, subd. 1(a)(2) (2008).
- 135 Minn. Stat. § 504B.206, subd. 1(a)(3) (2008).
- 136 Minn. Stat. § 504B.206, subd. 2 (2008).
- 137 Minn. Stat. § 504B.206, subd. 3(a) (2008).
- 138 Minn. Stat. § 504B.206, subd. 1(b) (2008).
- 139 Minn. Stat. § 504B.206, subd. 4 (2008).
- 140 Minn. Stat. § 504B.155 (2008).
- 141 Minn. Stat. § 504B.178, subd. 2 (2008).
- 142 Minn. Stat. § 504B.178, subd. 3(a)(1)(2) (2008).
- 143 Minn. Stat. § 504B.178, subd. 4 (2008).
- 144 Minn. Stat. § 504B.178, subd. 3(b)(1) (2008).
- 145 Minn. Stat. § 504B.178, subd. 3(b)(2) (2008).
- 146 Minn. Stat. § 504B.178, subd. 3(b)(1) (2008).
- 147 Minn. Stat. § 504B.178, subd. 5 (2008).
- 148 Minn. Stat. § 504B.178, subd. 7 (2008).
- 149 Minn. Stat. § 504B.178, subd. 2 (2008).
- 150 Minn. Stat. § 504B.178, subd. 9 (2008).
- 151 Minn. Stat. § 504B.178, subd. 7 (2008).
- 152 Minn. Stat. § 504B.178, subd. 8 (2008).
- 153 Minn. Stat. § 504B.285 (2008).
- 154 Minn. Stat. § 504B.285, subd. 1 (2008).
- 155 Minn. Stat. § 504B.321 (2008); Minn. R. Civ. Pro. 5.02.
- 156 Minn. Stat. § 504B.321 (2008).
- 157 Minn. Stat. § 504B.345 (2008).
- 158 Minn. Stat. § 504B.285, subd. 1 (2008).
- 159 Minn. Stat. § 484.014, subd. 2 (2008).
- 160 Minn. Stat. § 504B.241, subd. 4 (2008).
- 161 Minn. Stat. § 504B.365, subd. 1 (2008).
- 162 Minn. Stat. § 504B.365, subd. 3 (2008).
- 163 Minn. Stat. § 504B.365, subd. 3(d) (2008).
- 164 Minn. Stat. § 504B.365, subd. 3(d)(1) (2008).
- 165 Minn. Stat. § 504B.365, subd. 3(d)(2) (2008).
- 166 Minn. Stat. § 504B.365, subd. 3(d)(3) (2008).
- 167 Minn. Stat. § 504B.365, subd. 3(e)(f)(g) (2008).
- 168 Minn. Stat. § 504B.365, subd. 5 (2008).
- 169 Minn. Stat. § 504B.365, subd. 3(c) (2008).
- 170 Minn. Stat. § 504B.171 (2008).
- 171 Minn. Stat. § 504B.321, subd. 2 (2008).
- 172 Minn. Stat. § 609.5317 (2008).
- 173 Minn. Stat. § 609.5317, subd. 1(b) (2008).
- 174 Minn. Stat. § 609.5317, subd. 1(c) (2008).
- 175 Minn. Stat. § 609.5317, subd. 4 (2008).
- 176 Minn. Stat. § 609.5317, subd. 3 (2008).

177 Minn. Stat. § 609.5317, subd. 3 (2008); Minn. Stat. § 609.5311, subd. 3 (2008).
178 Minn. Stat. § 617.81 (2008).
179 Minn. Stat. § 617.83 (2008).
180 Minn. Stat. § 504B.441 (2008).
181 Minn. Stat. § 504B.225 (2008).
182 Minn. Stat. § 504B.375, subd. 1(b)(1) (2008).
183 Minn. Stat. § 504B.375, subd. 1(b)(1) (2008).
184 Minn. Stat. § 504B.375, subd. 1(b)(2) (2008).
185 Minn. Stat. § 504B.375, subd. 1(b)(3) (2008).
186 Minn. Stat. § 504B.231(a) (2008).
187 Minn. Stat. § 504B.101; Minn. Stat. § 504B.001 subd. 3 (2008).
188 Minn. Stat. § 504B.225 (2008).
189 Minn. Stat. § 504B.221, subd. (a)(1) (2008).
190 Minn. Stat. § 504B.221, subd. (a)(2) (2008).
191 Minn. Stat. § 504B.221, subd. (a)(3) (2008).
192 Minn. Stat. § 504B.381 (2008).
193 Minn. Stat. § 504B.215, subd. 3(a) (2008).
194 Minn. Stat. § 504B.381 (2008).
195 Minn. Stat. § 504B.215, subd. 3(h) (2008).
196 Minn. Stat. § 504B.215, subd. 3(b) and (i) (2008).
197 Minn. Stat. § 504B.215 (2008).
198 Minn. R. 7820.1400 (2007).
199 Minn. Stat. § 216B.096 (2008).
200 Minn. Stat. § 216B.096 (2008); Minn. Stat. § 216B.097 (2008).
201 Minn. Stat. § 216B.096, subd. 10 (2008).
202 Minn. Stat. § 216B.096, subd. 4 (2008); Minn. Stat. § 216B.097, subd. 2 (2008).
203 Minn. Stat. § 216B.096, subd. 7(c)(2) (2008).
204 Minn. Stat. § 216B.097, subd. 3(a)(4) (2008).
205 Minn. Stat. § 216B.098, subd. 3 (2008).
206 Minn. Stat. § 216B.098, subd. 3 (2008); Minn. Stat. § 216B.096, subd. 5 & 10 (2008).
207 Minn. Stat. § 216B.096, subd. 5 (2008).
208 Minn. Stat. § 216B.097, subd. 1(a)(2) (2008).
209 Minn. Stat. § 216B.096, subd. 3 (2008).
210 Minn. Stat. § 216B.096, subd. 8(b) (2008).
211 Minn. Stat. § 216B.096, subd. 8(c) (2008).
212 Minn. Stat. § 216B.096, subd. 7(c)(1) (2008).
213 Minn. Stat. § 216B.096, subd. 8(d) (2008).
214 Minn. Stat. § 216B.097, subd. 3(c) (2008).
215 Minn. Stat. § 290A.19 (2008).
216 Minn. Stat. § 290A.19 (2008).
217 Minn. Stat. § 363A.09 (2008).
218 Minn. Stat. § 363A.21, subd. 1(2) (2008).
219 Minn. Stat. § 363A.09, subd. 1(2) (2008).
220 Minn. Stat. § 363A.21, subd. 2(a) (2008).
221 Minn. Stat. § 363A.21, subd. 2(a) (2008).
222 Minn. Stat. § 363A.21, subd. 2(b)(1) (2008).
223 Minn. Stat. § 363A.21, subd. 2(b)(2) (2008).

- 224 Minn. Stat. § 363A.21, subd. 2(b)(3) (2008).
225 Minn. Stat. § 256C.025 (2008).
226 Minn. Stat. § 363A.06 (2008).
227 Minn. Stat. § 363A.40 (2008).
228 Minn. Stat. § 363A.40 (2008).
229 Minn. Stat. § 363A.40 (2008).
230 Minn. Stat. § 504B.181, subd. 1(1) (2008).
231 Minn. Stat. § 504B.181, subd. 1(2) (2008).
232 Minn. Stat. § 504B.181, subd. 2 (2008).
233 Minn. Stat. § 504B.181, subd. 4 (2008).
234 Minn. Stat. § 504B.181, subd. 5 (2008).
235 Minn. Stat. § 504B.271, subd. 1 (2008).
236 Minn. Stat. § 504B.271, subd. 1 (2008).
237 Minn. Stat. § 504B.271, subd. 2 (2008).
238 Minn. Stat. § 504B.001, subd. 12 (2008).
239 Minn. Stat. § 144.413, subd. 2 (2008).
240 Minn. Stat. § 327C (2008).

38. RESOURCE DIRECTORY

2-1-1 United Way First Call for Help

(651) 291-0211

For calls outside Minneapolis and St. Paul
1-800-543-7709

Alternative Dispute Resolution Services

Rochester

(507) 287-2249

Community Stabilization Project

801 Selby Avenue

St. Paul, MN 55104

(651) 225-8778

(Provides tenant organizing help)

City of St. Paul Information and Complaint Line

375 Jackson Street, Suite 220

Saint Paul, MN 55101

(651) 266-8989

www.stpaul.gov

Dispute Resolution Center

91 East Arch Street

St. Paul, MN 55130

(651) 292-7791

www.disputeresolutioncenter.org

(Serves Ramsey, Dakota, and Washington counties)

HOME Line

3455 Bloomington Avenue

Minneapolis, MN 55407

(612) 728-5767

1-866-866-3546 (Greater Minnesota)

(Serves entire state of Minnesota except the City of Minneapolis)

www.homelinemn.org

Housing Access Center

206 West Fourth Street, Room 112
Duluth, MN 55806
(218) 722-6808

Judicare of Anoka County

1201 89th Avenue NE, Suite 310
Blaine, MN 55434
(763) 783-4970
www.anokajudicare.org

Legal Aid Service of Northeastern Minnesota

Administrative office - Duluth
302 Ordean Building
424 West Superior Street
Duluth, MN 55802
(218) 726-4800
(218) 726-4826 (TTY)
1-800-622-7266
www.lasnem.org
(Serves Carlton, Cook, Lake and Southern St. Louis counties)

Local offices**Brainerd**

14091 Baxter Drive, Suite 116
Baxter, MN 56425
(218) 829-1701
1-800-933-1112
(Serves Aitkin, Cass, and Crow Wing counties)

Grand Rapids

350 NW 1st Avenue, Suite F
Grand Rapids, MN 55744
(218) 322-6020
1-800-708-6695
(Serves Itasca and Koochiching counties)

Pine City

235 Main Street South
Pine City, MN 55063
(320) 629-7166 (voice/TTY)
1-800-382-7166
(Serves Kanabec and Pine counties)

Virginia

Olcott Plaza, Suite 150
820 North Ninth Street
Virginia, MN 55792
(218) 749-3270 (voice/TTY)
1-800-886-3270
(Serves northern St. Louis County)

Legal Aid Society of Minneapolis

Downtown Minneapolis
430 First Avenue North, Suite 300
Minneapolis, MN 55401-1780
(612) 332-1441
(612) 334-5970 (New Clients)
(612) 332-4668 (TTY)
www.midmnlegal.org
(Serves Hennepin County)

Northside Office

125 West Broadway, Suite 105
Minneapolis, MN 55411
(Serves North and Northeast Minneapolis)

Southside Office

2929 Fourth Avenue South, Suite 201
Minneapolis, MN 55408
(Serves South Minneapolis)

Legal Assistance of Olmsted County

1136 Seventh Street NW
Rochester, MN 55901
(507) 287-2036
www.laocmn.org

Legal Services Advocacy Project

Midtown Commons
2324 University Avenue West, Suite 101
St. Paul, MN 55114
(651) 222-3749
www.lsapmn.org

**Legal Services of Northwest
Minnesota, Inc.**

Moorhead
Administrative Office
1015 Seventh Avenue North
P.O. Box 838
Moorhead, MN 56560
(218) 233-8585
1-800-450-8585 (clients only)
legalaid@lsnmlaw.org
(Serves Becker, Clay, Kittson, Marshall, Norman,
Pennington, Polk, Red Lake, Roseau, and Wilkin
counties)

Alexandria Legal Services

1114 Broadway
Alexandria, MN 56308
(320) 762-0663
1-800-450-2552
legalaid@lsnmlaw.org
(Serves Douglas, Grant, Otter Tail, Pope, Stevens,
Traverse, and Wadena [no seniors] counties)

Bemidji

215 Fourth Street NW
P.O. Box 1883
Bemidji, MN 56619
(218) 751-9201
1-800-450-9201
legalaid@lsnmlaw.org
(Serves Beltrami, Clearwater, Hubbard, Lake of the
Woods, and Mahnommen counties)

Anishinabe Legal Services

411 1st Street NW
P.O. Box 157
Cass Lake, MN 56633
(218) 335-2223
1-800-422-1335
info@alslegal.org
(Serves Indian and non-Indian residents of Leech
Lake, Red Lake, and White Earth reservations)

LSS HOUSING SERVICES

2414 Park Avenue
Minneapolis, MN 55404
1-888-577-2227
www.cccs.org

Mediation Services for Anoka County

2520 Coon Rapids Boulevard, Suite 100
Coon Rapids, MN 55433
(763) 422-8878
www.mediationservice.org
(Serves Anoka County)

Mid-Minnesota Legal Assistance

Cambridge
East Central Legal Service
1700 East Rum River, Suite B
Cambridge, MN 55008
(763) 689-2849
1-800-622-7772 (clients only)
www.midmnlegal.org
(Serves Chisago and Isanti counties; also serves
senior citizens in Anoka, Kanabec, Mille Lacs, and
Pine counties)

St. Cloud

St. Cloud Area Legal Services
830 West St. Germain, Suite 300
P.O. Box 886
St. Cloud, MN 56302
(320) 253-0121 (voice/ TTY)
1-888-360-2889 (voice/TTY clients only)
(Serves Benton, Mille Lacs, Morrison, Sherburne,
Stearns, Todd, and Wright counties)

Willmar

302 SW 5th Street, Suite 202
P.O. Box 1866
Willmar, MN 56201-1866
(320) 235-9600
(320) 235-9602 (TTY)
1-888-360-3666 (clients only)
(Serves Big Stone, Chippewa, Kandiyohi, Lac Qui
Parle, Lincoln, Lyon, Meeker, Renville, Swift, and
Yellow Medicine counties)

Minneapolis Housing Services Office

Public Service Center
250 South 4th Street, Room 510
Minneapolis, MN 55415
(612) 673-3000
www.ci.minneapolis.mn.us/residents/housing.asp
(Serves Minneapolis)

Conflict Resolution Center

2101 Hennepin Avenue South, Suite 100
Minneapolis, MN 55405
(612) 822-9883
www.mplsmediationprogram.org
mplsmediation@mtn.org
(Serves Minneapolis, St. Anthony, Edina,
Bloomington, Burnsville, Richfield, and Eden
Prairie)

Minnesota Multi Housing Association

1600 West 82nd Street, Suite 110
Bloomington, MN 55431
(952) 854-8500 (MHA Hotline)
www.mmha.com

Community Mediation Services, Inc.

9220 Bass Lake Road, Suite 270
New Hope, MN 55428
(763) 561-0033
www.mediationprogram.com
(Serves Brooklyn Center, Brooklyn Park, Champlin,
Corcoran, Golden Valley, Hopkins, Maple Grove,
Minnetonka, Mound, New Hope, Orono, Plymouth,
Robbinsdale, and St. Louis Park)

Southern Minnesota Regional Legal Services

Administrative office
166 East 4th St., Suite 200
St. Paul, MN 55101
(651) 228-9823
St. Paul Telephone Intake : 651-222-4731
St. Paul Seniors Intake : 651-224-7301
Rural Counties Telephone Intake: 1-888-575-2954
smrls.administration@smrls.org
www.smrls.org

Local offices

Albert Lea
132 North Broadway Avenue
Albert Lea, MN 56007
(507) 377-2831
1-800-223-0280 (clients only)
1-888-575-2954 (new clients)
albertlea@smrls.org
(Serving Faribault, Freeborn, Mower, Rice, and
Steele counties.)

Mankato

12 Civic Center Plaza, Suite 3000
P.O. Box 3304
Mankato, MN 56002-3304
(507) 387-5588
1-800-247-2299 (clients only)
1-888-575-2954 (new clients)
mankato@smrls.org
(Serves Blue Earth, Brown, Martin, McLeod,
Nicollet, LeSueur, Sibley, Waseca, and Watonwan
counties)

Rochester Office

903 W Center Street, Suite 130
Rochester, MN 55902
(507) 292-0080
1-866-292-0080 (clients only)
1-888-575-2954 (new clients)
rochester@smrls.org

St. Paul Central Office

166 East 4th Street, Suite 200
St. Paul, MN 55101
(651) 222-5863
(651) 222-4731 (new clients)
(651) 224-7301 (new senior clients)
central@smrls.org
(Serving Carver, Dakota, Ramsey, Scott, and
Washington counties)

Shakopee Office

712 Canterbury Road South
Shakopee, MN 55379
(952) 402-9890
(651) 222-4731 (new clients)
shakopee@smrls.org
(Serves Carver, Dakota, and Scott counties)

Southern Minnesota Regional Legal Services (cont.)

Eastside and American Indian Branch Office
579 Wells Street, #100
St. Paul, MN 55130
(651) 222-5863
(651) 222-4731 (clients only)
eastside@smrls.org

Winona

66 East Third Street, Suite 204
Winona, MN 55987-3478
(507) 454-6660 (voice or TTY)
1-800-372-8168 (clients only)
1-888-575-2954 (new clients)
winona@smrls.org
(Serves Dodge, Fillmore, Goodhue, Houston, Olmstead, Wabasha, and Winona counties)

Worthington

421 Tenth Street
Worthington, MN 56187
(507) 372-7368
1-800-233-0023 (clients only)
1-888-575-2954 (new clients)
worthington@smrls.org
(Serves Cottonwood, Jackson, Murray, Nobles, Pipestone, Redwood, and Rock counties)

Minnesota Family Farm Law Project

12 Civic Center Plaza, Suite 3000
P.O. Box 3304
Mankato, MN 56002-3304
(507) 387-1211

Refugee, Immigrant, and Migrant Services St. Paul

450 North Syndicate Street, Suite 285
St. Paul, MN 55104
(651) 291-2837
(651) 255-0797
1-800-652-9733 (clients only)
rims@smrls.org

Rochester

903 West Center Street, Suite 130
Rochester, MN 55902
(507) 292-0080
1-866-292-0080 (for clients)
Rochester office: citizenship.rochester@smrls.org

Fargo

118 Broadway, #616
Fargo, ND 58102-4944
(701) 232-8872
1-800-832-5575 (clients only)
e-mail: fargo.migrant@smrls.org

Housing Alliance Law Office (HALO)

798 East 7th Street
St. Paul, MN 55106
(651) 771-9323

Minnesota Tenants Union

15 East 22nd Street
Minneapolis, MN 55404
(612) 871-7485

39. ADDITIONAL CONSUMER INFORMATION

Consumer Questions or Complaints

The Attorney General's Office answers questions regarding numerous consumer issues. The Attorney General's Office also provides mediation to resolve disputes between Minnesota consumers and businesses and uses information from consumers to enforce the state's civil laws.

If you have a consumer complaint, please contact the Attorney General's Office in writing:

Minnesota Attorney General's Office
445 Minnesota Street, Suite 1400
St. Paul, MN 55101

Citizens can also receive direct assistance from a consumer specialist by calling:

651-296-3353 or 1-800-657-3787

TTY: 651-297-7206 or TTY: 1-800-366-4812

(TTY numbers are for callers using teletypewriter devices.)

Additional consumer publications are available from the Attorney General's Office. Contact us to receive copies or preview the publications on our website: www.ag.state.mn.us.

- The Car Handbook
- Citizen's Guide to Home Building and Remodeling
- Conciliation Court
- The Credit Handbook
- Credit Reports
- Guarding Your Privacy: Tips to Prevent Identity Theft
- The Home Buyer's Handbook
- The Home Seller's Handbook
- Landlords and Tenants: Rights and Responsibilities
- Managing Your Health Care
- The Manufactured Home Parks Handbook
- Minnesota's Car Laws
- Private Mortgage Insurance Fact Sheet
- The Phone Handbook
- Probate and Planning: A Guide to Planning for the Future
- Reducing Unwanted Calls and Junk Mail
- Senior's Legal Rights
- Veterans and Service Members
- Other consumer bulletins



From the Office of
Minnesota Attorney General
Lori Swanson

Consumer Protection
445 Minnesota Street, Suite 1400
St. Paul, MN 55101

Landlords and Tenants: Rights and Responsibilities

**Metropolitan Council Housing and Redevelopment Authority (Metro HRA)
Notice of Occupancy Rights under the Violence Against Women Act¹**

To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation. The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees the **Housing Choice Voucher Program** is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.”

Protections for Applicants

If you otherwise qualify for assistance under **Housing Choice Voucher Program** you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

If you are receiving assistance under **Housing Choice Voucher Program**, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under **Housing Choice Voucher Program** solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

Removing the Abuser or Perpetrator from the Household

Metro HRA may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

¹ Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

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

If Metro HRA chooses to remove the abuser or perpetrator, Metro HRA may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, Metro HRA must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, Metro HRA must follow Federal, State, and local eviction procedures. In order to divide a lease, Metro HRA may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

Upon your request, Metro HRA may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, Metro HRA may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

- 1. You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
- 2. You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.
- 3. You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

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

Metro HRA will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

Metro HRA's emergency transfer plan provides further information on emergency transfers, and METRO HRA must make a copy of its emergency transfer plan available to you if you ask to see it.

Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

Metro HRA can, but is not required to, ask you to provide documentation to "certify" that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from Metro HRA must be in writing, and Metro HRA must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. Metro HRA may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to Metro HRA as documentation. It is your choice which of the following to submit if Metro HRA asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by Metro HRA with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.

- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.

- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, "professional") from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.

- Any other statement or evidence that Metro HRA has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, Metro HRA does not have to provide you with the protections contained in this notice.

If Metro HRA receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a

household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), Metro HRA has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, Metro HRA does not have to provide you with the protections contained in this notice.

Confidentiality

Metro HRA must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

Metro HRA must not allow any individual administering assistance or other services on behalf of Metro HRA (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

Metro HRA must not enter your information into any shared database or disclose your information to any other entity or individual. Metro HRA, however, may disclose the information provided if:

- You give written permission to Metro HRA to release the information on a time limited basis.
- Metro HRA needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires Metro HRA or your landlord to release the information.

VAWA does not limit Metro HRA's duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, Metro HRA cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if Metro HRA can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

1. Would occur within an immediate time frame, and
2. Could result in death or serious bodily harm to other tenants or those who work on the property.

If Metro HRA can demonstrate the above, Metro HRA should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

Other Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with The Requirements of This Notice

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with **Minneapolis HUD Field Office**.

For Additional Information

You may view a copy of HUD's final VAWA rule at

<https://www.gpo.gov/fdsys/pkg/FR-2016-11-16/pdf/2016-25888.pdf>

Additionally, Metro HRA must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact **Metropolitan Council HRA at 651-602-1428**.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

Attachment: Certification form HUD-5382

Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking.

**CERTIFICATION OF DOMESTIC VIOLENCE,
DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING,
AND ALTERNATE DOCUMENTATION**

U.S. Department of Housing and Urban Development
OMB Approval No. 2577-0286
Expires 06/30/2017

Purpose of Form: The Violence Against Women Act ("VAWA") protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, "professional") from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of "domestic violence," "dating violence," "sexual assault," or "stalking" in HUD's regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency;
or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

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

TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

1. Date the written request is received by victim: _____

2. Name of victim: _____

3. Your name (if different from victim's): _____

4. Name(s) of other family member(s) listed on the lease: _____

5. Residence of victim: _____

6. Name of the accused perpetrator (if known and can be safely disclosed): _____

7. Relationship of the accused perpetrator to the victim: _____

8. Date(s) and times(s) of incident(s) (if known): _____

10. Location of incident(s): _____

In your own words, briefly describe the incident(s):

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

Legal Service

Southern Minnesota Legal Services (Ramsey, Washington, Dakota and Scott/Carver Counties): intake
(651) 224-7301

Mid Minnesota Legal Services or Central Minnesota Legal Services (Hennepin County): intake # (612)
334-5970

Judicare of Anoka County (Anoka): intake # (763) 783-4970 or Central Minnesota Legal Services (Anoka):
intake # (612) 746-3710

Hotline Numbers

If you are not safe because of domestic violence call: 1 (800) 223-1111

If you are not safe because of sexual assault call: 1 (800) 656-4673

Battered Women's Shelters in the Twin Cities Metro Area

Shelter	City	Phone
Alexandra House	Blaine	(763) 780-2330
B. Robert Lewis House	Eagan	(651) 452-7288 (651) 405-9455 (TTY)
B. Robert Lewis House	Hastings	(651) 437-1291 (651) 437-2838 (TTY)
Case de Esperanza	St. Paul	(651) 772-1611
Cornerstone Advocacy Services	Bloomington, Edina Richfield and Eden Prairie	(952) 884-0330
Home Free	Plymouth	(763) 559-9008
Sojourner Project	Hopkins	(952) 933-7433
Tubman Family Alliance	Hennepin, Ramsey, and Washington Counties	(612) 825-0000

Battered Women's Advocacy Programs in the Twin Cities Metro Area:

Program	City	Phone
Aurora Center – University of MN	Minneapolis	(612) 626-2929
Stand-Point	Minneapolis	(612) 343-9842
Hennepin County Domestic Abuse Service Center	Minneapolis	(612)348-5073
Jewish Family Children Services Of Minneapolis	Golden Valley	(952) 542-4833
Jewish Family Services of St Paul	St Paul	(651)698-0767
Minnesota Coalition Against Sexual Assault	St Paul	(651) 209-9993
Minnesota Indian Women's Sexual Assault Coalition	St Paul	(651) 646-4800
OutFront Minnesota	Minneapolis	(612) 822-0127
Corner Stone	Brooklyn Center	(763) 533-0733
Southern Valley Alliance for Battered Women	Belle Plaine	(952) 873-4214
St. Paul Domestic Abuse Intervention Project	St Paul	(651) 645-2824
National Suicide Prevention Line		1 (800) 273-8255

HousingLink

CONTACT INFORMATION

600 18th Avenue North
 Minneapolis, MN 55411

Main: 612-522-2500

Fax: 612-521-1577

Email: info@housinglink.org

Website: www.housinglink.org

GET HELP WITH HOUSING

HousingLink is a 501(c)(3) nonprofit corporation. The mission of HousingLink is "to connect people and communities to information that supports the resolution of their affordable housing issues." HousingLink would like to see that "everyone has the information needed to obtain and keep safe, affordable housing."

You can contact HousingLink directly to request a copy of their Private Market Vacancy Report, which lists available units or search for housing on their website. The following information can also be found on their website as well as links to other websites with information about housing.

INFORMATION and REFERRAL

An *information and referral service* can help you find a service agency or assist you with questions. When you call an "I&R" service, you will be able to talk with an *Information and Referral Specialist*. This specialist will first ask you about your needs, and then refer you to an agency or service that can help you.

Disability Linkage Line™

The Disability Linkage Line™ is a free information, referral and assistance service making it easier for people with disabilities to connect with community services and supports.

Dial 1-866-333-2466

Senior LinkAge Line®

Senior LinkAge Line® is a free, statewide telephone information and assistance service which makes it easy for older adults and their families to find community services.

Dial 1-800-333-2433 or visit their website at <http://www.tcaging.org/findinghelp/sll.html>

United Way 2-1-1

United Way 2-1-1 is an information and referral service, serving a large portion of Minnesota, including the seven-county metropolitan area, and some of Western Wisconsin. From 8:30 am - 5:00 pm, United Way 2-1-1 may also have staff available to speak Hmong, Russian, Somali, and Spanish. Dial 2-1-1 or 651-291-0211 or visit their website at <http://www.unitedwaytwincities.org>.

ONLINE DIRECTORIES of SERVICES and RESOURCES

There are also websites that can help you find information you need.

MinnesotaHelp.info™

An online directory of services designed to help people in Minnesota identify resources such as human services, information and referral, financial assistance, and other forms of aid and assistance within Minnesota. It is especially rich in resource information for seniors and their caregivers; disabled and their caregivers; parents and families; and low income people. Visit the MinnesotaHelp website at <http://www.minnesotahelp.info>

United Way 2-1-1

United Way 2-1-1's metro area online database of information. Visit the United Way 2-1-1 website at <http://www.unitedwaytwincities.org>.

HOTLINES

There are also hotlines that can help you with a particular situation.

Homeline Tenant Hotline

Tenants may speak with a tenant advocate who will provide free advice regarding Minnesota landlord/tenant law. The advocate will provide practical advice on the law and offer options for resolving the problem. The Homeline Tenant Hotline is free and available to all tenants, regardless of income. Dial (612) 728-5767 in the metro or (866) 866-3546 for Greater Minnesota, or visit the Homeline website at <http://www.homelinemn.org>.

MHA Renters' Hotline

The Minnesota Multi Housing Association (MHA) has established a special hotline phone number for renters to find answers to common questions on subjects such as security deposits, leases, Certificates of Rent Paid, repairs and maintenance, cleaning, and giving notice to vacate. Dial 952-858-8222 or visit http://www.mmha.com/Resources/OwnerRenters/Renters_FAQs.asp.



Minnesota AIDS Project

CONTACT INFORMATION

1400 Park Avenue South
 Minneapolis, MN 55404
Main: 612-341-2060
Fax: 612-341-4057
TTY Metro: 612-373-2465
TTY State: 888-820-2437
Email: mapaidline@mnaidsproject.org
Website: www.mnaidsproject.org

INFORMATION on HIV and AIDS

On this website you will find programs and resources that can help no matter what impact HIV might have in your life— if you would like to find out how to reduce your risk of getting HIV, you can find programs designed to assist you; if you are thinking about taking an HIV test, you can find places that provide low or no cost testing throughout Minnesota. Maybe you have just tested positive and are interested in learning about what services are available for HIV-positive people or maybe you were diagnosed some time ago, but are just now looking for services. No matter where you are at with HIV disease, this on-line guide will help you find services, information and programs you need. If you have questions about any of the programs or resources you find, or you can't find what you are looking for, contact the MAP AIDSLine at 612-373-2437 or 1-800-248-2437, or by email at mapaidline@mnaidsproject.org



CONTACT INFORMATION

www.arcmn.org

770 Transfer Road #26
 St. Paul, MN 55114-1421
Phone: 651-523-0879 EXT 111

This organization can help people with developmental disabilities (mental retardation, cerebral palsy, Down syndrome, autism, epilepsy, childhood brain injury, and related conditions affecting a person's cognitive capabilities) with application fees, security deposits and utility deposits as a financial resource of last resort.



Center for Personal Assistance Services

http://pascenter.org/state_based_stats/agencies_home.php?state=minnesota

RESOURCES

MINNESOTA DEPARTMENT OF HUMAN SERVICES

Medicaid and Medicare Part D

Phone: 651-431-2670 or 800-657-3659

Fax: 651-431-7462

TTY: 800-627-3529

Web: http://www.dhs.state.mn.us/main/groups/healthcare/documents/pub/dhs_id_006254.hcsp

Medicaid is health insurance that helps many people who can't afford medical care pay for some or all of their medical bills. Federal law states that Medicaid eligibility is limited to pregnant women, children and teenagers, seniors, people with disabilities and people who are blind. Within these groups, certain eligibility requirements must be met, for example, your income and resources (like bank accounts, property, or other items that can be sold for cash) and whether you are a U.S. citizen or a lawfully admitted immigrant.

People who are eligible for Medicare Part D can receive free, impartial assistance through the Minnesota Linkage Line® (800) 333-2433. Beneficiaries and their families can call the line and speak to a specially trained staff person from 8 a.m. to 7 p.m. Monday through Friday, and from 8 a.m. to noon on Saturdays.

Minnesota Care

Phone: 657-297-3862 or 800-657-3672

TTY: 800-627-3529

Web: http://www.dhs.state.mn.us/main/groups/healthcare/documents/pub/dhs_id_006255.hcsp

Minnesota residents who have not been insured for four months and do not have access to affordable health care through an employer can also apply for MinnesotaCare.

MENTAL HEALTH SERVICES

Web: <http://mn.nami.org/MHservices.html#Crisis%20Services>

Many mental health services are made available to low-income households through the county where you live.

Anoka County

Adult Mental Health Services: 763-422-2722

Crisis Line: 763-236-7911

Hennepin County

Main Line: 612-348-8526

24 Hour Crisis Line: 612-379-6363

Ramsey County

Information and Referral: 651-266-7890

Crisis: 651-266-7900

REHABILITATIVE MENTAL HEALTH SERVICES

The Adult Rehabilitative Mental Health Services (ARMHS) assists people who have a mental illness that significantly impacts functioning in more than three areas. It is part of the Medical Assistance (Medical) State Plan Services. These services include in-home and community practical rehabilitation services to enable recipients to live successfully and independently. Providers are certified and may be contacted directly by recipients. For a list of providers by county, click [here](#).

The Community Support Program (CSP) is a state grant/county funded service. Recipients must have a Serious and Persistent Mental Illness and receive rehabilitation with a basic living and social skills focus. Contact your county for information and providers.

Program	City	Phone number
Bridgeview Services	Spring Lake Park	763-783-7440
Guild CSP	West St. Paul	651-457-2248
Charaka-Resources Inc.	Bloomington	612-752-8350
Northside CSP-People Inc.	Minneapolis	612-521-2116
Northwest CSP	Crystal	612-752-8300
Seward	Minneapolis	612-333-0331
The Lighthouse-Resources Inc.	Minneapolis	612-752-8200
Vail Place	Minneapolis	612-824-8061
Vail Place	Hopkins	952-938-9622
Dorothy Day Center	St. Paul	651-293-1919
Plymouth Church Drop In		612-871-7400 (407)
Apollo Center - People Inc.	St. Paul	651-227-6321

STATE UNIT ON AGING

Elmer L. Andersen Human Services Building
 540 Cedar Street
 St. Paul, MN 55155
TTY Service: 1-800-627-3529
Phone: 651-431-2500
Fax: 651-431-7453
Web: www.mnaging.org

The Minnesota Board on Aging is the gateway to services for seniors and their families. MBA listens to senior concerns, researches for solutions, and proposes policy to address senior needs.

In addition, MBA administer funds from the Older Americans Act that provide a spectrum of services to seniors, including Senior LinkAge Line™, Insurance Counseling and more.

LEGAL AID SOCIETY OF MINNEAPOLIS

430 1st Avenue North, Suite 300

Minneapolis, MN 55401

Phone: 612-334-5970**Web:** www.midmnlegal.org**ALSO SEE:** www.lawhelpmn.org

Mid-Minnesota Legal Assistance (MMLA) is the primary provider of general civil legal services to low-income and elderly people in 20 central Minnesota counties. It also provides legal services to elderly persons in two additional counties. MMLA provides these services through its three member corporations: the Legal Aid Society of Minneapolis (LASM), St. Cloud Area Legal Services, and Western Minnesota Legal Services. This structure allows MMLA to staff three offices in Minneapolis, as well as offices in St. Cloud, Cambridge and Willmar. The oldest corporate component of MMLA—the Legal Aid Society of Minneapolis—was founded in 1913. LASM is also the state-designated Protection and Advocacy agency for persons in Minnesota with developmental disabilities, mental illness and other disabilities. And it is the state Client Assistance Program that protects the rights of those seeking services from the vocational rehabilitation system.

In order to reach and serve certain disadvantaged client populations, MMLA has also created several special projects: the Seniors Law Project, the Youth Law Project, the Minnesota Disability Law Center, the Housing Discrimination Law Project, and the Family Farm Law Project. And, with its Community Legal Education Project, MMLA expands its poverty law outreach statewide, distributing newsletters, fact sheets, videos, and self-help materials, and conducting training and education sessions. Finally, MMLA's statewide Legal Services Advocacy Project (LSAP) represents the interests of low-income Minnesotans through legislative and administrative advocacy; LSAP's staff of attorneys and policy analysts work on the major substantive areas relevant to low-income people: immigration, housing, employment/ training, government benefits, seniors issues, utilities, family law and consumer law.

MINNESOTA DISABILITY LAW CENTER430 1st Avenue N, Suite 300

Minneapolis, MN 55401-1780

Phone: 612-332-1441, 1-800-292-4150**Fax:** 612-334-5755**TDD:** 612-332-4668**E-mail:** mndlc@midmnlegal.org**Web:** www.midmnlegal.org

The Minnesota Disability Law Center (MDLC) addresses the unique legal needs of persons with disabilities. A statewide project, MDLC provides free civil legal assistance to individuals with disabilities on legal issues that are related to their disabilities.



METROPOLITAN CENTER for INDEPENDENT LIVING

www.mcil-mn.org

1600 University Avenue W, Suite 16
St. Paul, MN 55104-3834
Phone: (651) 646-8342
TTY: (651) 603-2001
Fax: (651) 603-2006

Centers offer a wide variety of services. Four are essential to efforts of people with disabilities to live independently, including:

INFORMATION and REFERRAL

Centers maintain comprehensive information files on availability in their communities of accessible housing; transportation; employment opportunities; rosters of persons available to serve as personal care attendants, interpreters for hearing impaired people, or readers for visually impaired people; and many other services

INDEPENDENT LIVING SKILLS TRAINING

Centers provide training courses to help people with disabilities gain skills that would enable them to live more independently; courses may include using various public transportation systems, managing a personal budget, dealing with insensitive and discriminatory behavior by members of the general public, and many other subjects.

PEER COUNSELING

Centers offer a service in which a person with a disability can work with other persons who have disabilities and who are living independently in the community. The objective is to explore options and to solve problems that sometimes occur for people with disabilities, for example, making adjustments to a newly acquired disability, experiencing changes in living arrangements, or learning to use community services more effectively.

ADVOCACY

Centers provide two kinds of advocacy:

- (1) consumer advocacy, which involves center staff working with persons with disabilities to obtain necessary support services from other agencies in the community and;
- (2) community advocacy, which involves center staff, board members, and volunteers initiating activities to make changes in the community that make it easier for all persons with disabilities to live more independently.

OTHER SERVICES

Centers also offer a number of other services, generally depending on specific needs of their consumers and lack of availability elsewhere in the community. Among the most frequently provided services are community education and other public information services, equipment repair, recreational activities, and home modifications.



MINNESOTA
DEPARTMENT OF
COMMERCE

UTILITY ASSISTANCE

TELEPHONE BILL DISCOUNTS

As a Minnesota consumer, you may qualify for one of three programs that provide assistance with paying your telephone bill. Data shows that many Minnesota consumers are not aware of their eligibility for these programs. To be eligible, you must be enrolled in one of the following programs:

- Medicaid (medical assistance)
- Food support (food stamps)
- Minnesota Family Investment Program (MFIP)
- Supplemental Security Income (SSI)
- Federal Public Housing Assistance
- Low-Income Energy Assistance Program (LIHEAP)
- National School Free Lunch Program
- People with incomes at or below 135% of the Federal Poverty Guidelines

For questions about Lifeline or Link-Up, contact your local telephone company.

Lifeline:

This is a federally funded program that will provide a credit of up to \$8.62 each month on your bill (Exact credit may vary slightly by carrier.)

NOTE: Not all telephone companies offer Lifeline. Contact your carrier before completing and mailing your application.

Telephone Assistance Plan (TAP):

This program offers an additional \$1.75 monthly discount on your phone bill.

If you have a complaint against a telephone company regarding the TAP program, call or e-mail the Department of Commerce at telecome.comerce@state.mn.us or 651-296-1255

Link-Up:

This national program will pay up to 50% of your local telephone service connection and installation charges, up to a maximum of \$30.

Telephone Equipment Distribution (TED) Provides equipment for those who have a hearing loss, speech, and/or mobility impairment that limits their use of a standard telephone. To be eligible, you must have phone service or applied for phone service and meet income guidelines. Contact the Department of Human Services to request an application at ted.program@state.mn.us, 800-657-3663 or TTY: 888-206-6555.

ENERGY ASSISTANCE PROGRAM

The Energy Assistance Program (EAP) helps pay home heating costs. Households with the lowest incomes and highest energy costs receive the greatest benefit.

- Households who are at or below 50% of the state median income are eligible
- Size of grant is based on household size, income, fuel type and energy usage
- Households with the lowest income and highest fuel costs receive the highest grants
- Federally funded through the U.S. Department of Human Services
- Funds are available for renters or homeowners.

Services include:

- Provide direct payment to the energy supplier
- Educate consumers to use home heating energy efficiently and safely
- Advocate with energy suppliers and human service providers on behalf of consumers
- Crisis help for utility disconnections or necessary fuel deliveries
- Emergency heating system repair or replacement

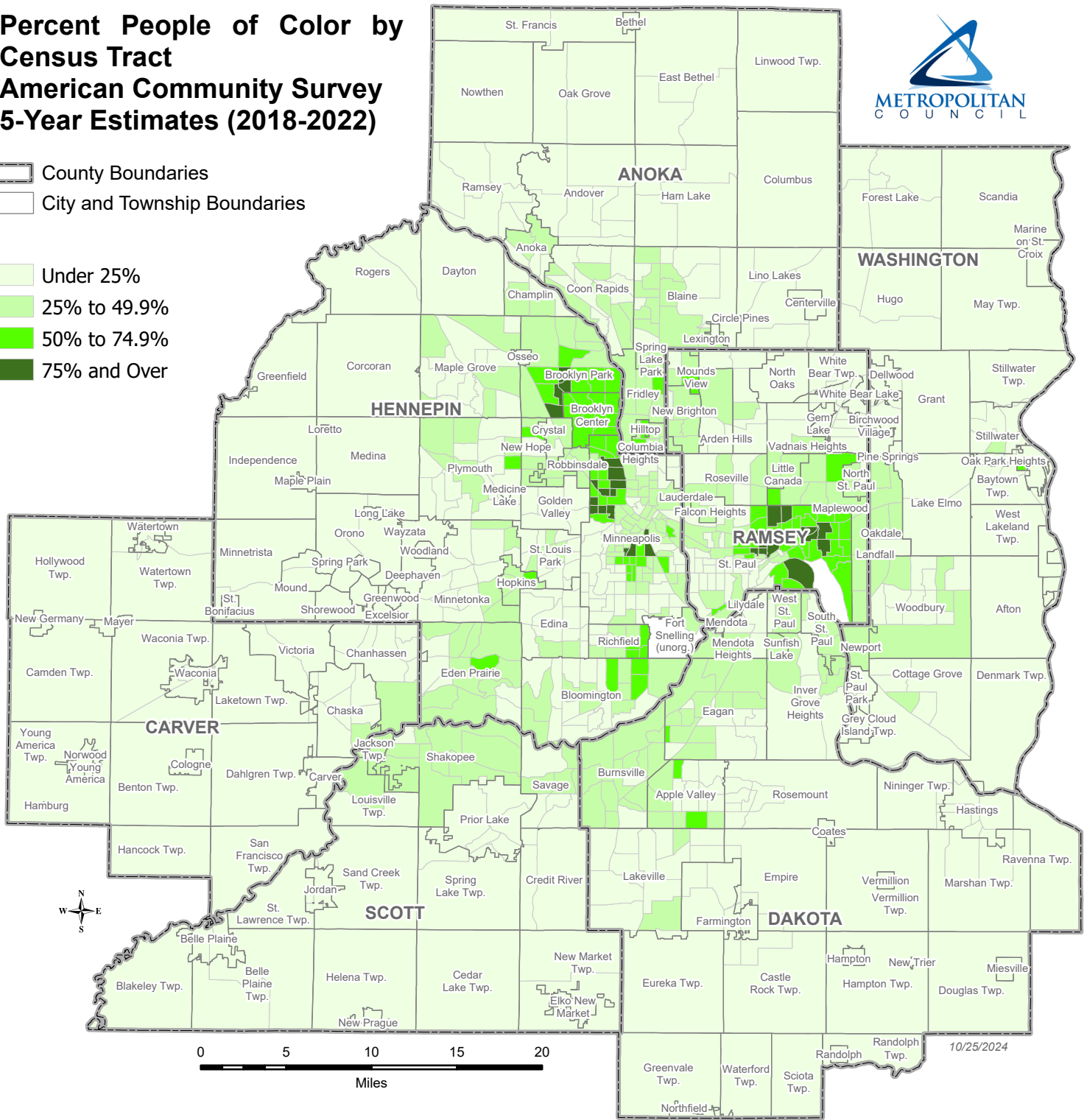
Minnesota residents may obtain an application and more information by calling 1-800-657-3710 to locate the local agency serving their county. To assist you better, please have a pen and paper available before calling the number.

Percent People of Color by Census Tract American Community Survey 5-Year Estimates (2018-2022)



County Boundaries
 City and Township Boundaries

Under 25%
 25% to 49.9%
 50% to 74.9%
 75% and Over



10/25/2024

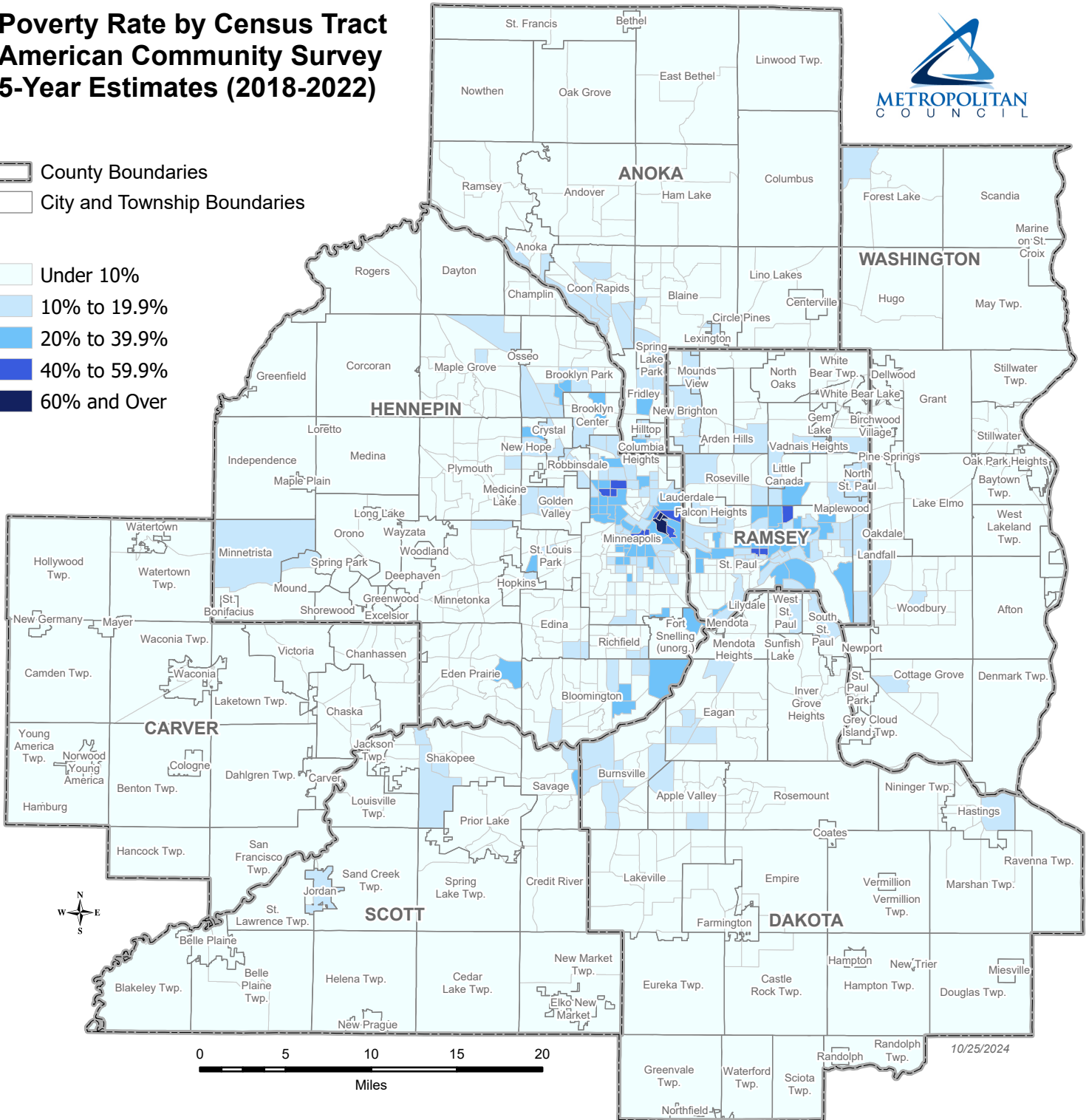
Poverty Rate by Census Tract American Community Survey 5-Year Estimates (2018-2022)



County Boundaries

City and Township Boundaries

- Under 10%
- 10% to 19.9%
- 20% to 39.9%
- 40% to 59.9%
- 60% and Over



ADDITIONAL TOPICS TO RESEARCH REGARDING YOUR NEW UNIT

EMPLOYMENT / SCHOOLS / TRANSPORTATION

EMPLOYMENT

For job search resources visit www.positivelyminnesota.com

WORK FORCE CENTERS within the Twin Cities Metro Area

Blaine: 763-783-4800
Bloomington: 952-346-4000
Brooklyn Park: 763-279-4400
Burnsville: 952-895-7600
Cottage Grove: 651-430-4162
Forest Lake: 651-275-7265
Minneapolis (N): 612-520-3500

Minneapolis (S): 612-821-4000
North St Paul: 651-779-5666
St Paul: 651-642-0679
Shakopee: 952-445-7087
West St Paul: 651-554-5955
Woodbury: 651-275-8650

SCHOOLS

For school options or education programs visit
<http://education.state.mn.us/MDE/index.html>

Check your school's report card:

http://www.education.com/reference/article/Ref_School_Report_Cards/

<http://www.city-data.com/schools-dirs/schools-MN.html>

<http://minncan.org/learn/reportcards?qclid=COzA7LrdvK8CFbEDQAodvEdExA>

TRANSPORTATION

Metro Transit

560 Sixth Avenue North
Minneapolis, MN 55411
612-373-3333 phone

www.metrotransit.org

TTY numbers for the deaf and hard of hearing

- > Route & Schedule Information - **612-341-0140**
- > Customer Relations / Lost & Found - **612-349-7439**
- > Rideshare - **612-349-7369**