

Summary of Draft Changes to the Public Housing Statement of Policies 2013

Part I: Definitions

Added or changed definitions, which also will change the numbering

64. **MINIMUM RENT:** Is Rent not based upon income and is \$75 per month

69. **MONTHLY RENT:** The Rent amount the Family pays monthly as determined by MPHA. Monthly Rent may include Flat Rent, Income Based Rent, Minimum Rent and Retroactive Rent. If MPHA supplies all utilities (except telephone or cable TV) and other essential housing services are supplied by MPHA, Monthly Rent equals the Total Tenant Payment. If MPHA does not supply all utilities (except telephone or cable TV) and other essential housing service, and these costs are not included in the Monthly Rent amount, Monthly Rent equals Total Tenant Payment less the Utility Allowance.

80. **RENT:** Includes **Flat Rent, Income Based Rent, Minimum Rent**, Monthly Rent, Retroactive Rent and any Rent owing on a repayment agreement.

Part V: Waiting list Assignment Plan and Designation of Buildings:

5. Unit offering

D. Highrise Units

6) One bedroom units at 1515 Park Ave, 1225 8th St S and 1212 9th St S will be offered to residents who are lease compliant at those buildings who want to transfer from a studio unit. One bedroom units will be offered based on move-in date, with the tenant who has lived in their current studio unit the longest receiving the first offer. A resident will be offered 2 units at which time they will be placed at the bottom of the list and the second offer date will serve as the “move-in date”.

Part XVIII Rent Collections Policy:

4. Revenue Recapture Notice and Hearing

B. Notice to Tenant

d. The notice will state that: 1) the debt can be set off against the refund unless the time period allowed by law for the collecting the debt has expired; 2) the Tenant may be exempt from the Revenue Recapture Program, if the Tenant was receiving food support, transitional child care or transitional medical assistance at the time of recapture; and 3) the Tenant has the opportunity to request hearing to contest the validity of the claim and whether proper notice was given.

C. Retro rent repayment agreements

- c. The repayment agreement shall state:
 - i. the paragraph(s) in the lease which were violated and that the tenant may be subject to a termination of tenancy;
 - ii. that the Retroactive Rent is in addition to the Monthly Rent;
 - iii. that the terms of the agreement may be renegotiated if there is a decrease or increase in the family's income;
 - iv. that a late or missed payment is a default of the agreement and may result in termination of tenancy;

- d. The Retroactive Rent and Monthly Rent payments shall not exceed 40% of the family's monthly income.

F. Hearing Procedures

- b. The Tenant has the burden to show that the Tenant was receiving food support, transitional child care or transitional medical assistance at the time of recapture.