



## Summary of Draft Changes to the SOP 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.
73. **NON SMOKING BUILDING:** A building where smoking is prohibited in all indoor areas which include but are not limited to apartments, shared areas, entryways, hallways, stairwells, balconies, lobbies, community rooms, laundry rooms and all outdoor areas including building grounds and the parking lot except where there is a designated area.
80. **RENT:** Includes **Flat Rent, Income Based Rent, Minimum Rent, Monthly Rent, Retroactive Rent** and any Rent owing on a repayment agreement.
84. **SMOKE FREE BUILDING:** A building where smoking is prohibited on the entire property including but are not limited to all indoor and outdoor areas, apartments, all shared areas, entryways, hallways, stairwells, balconies, lobbies, community rooms, laundry rooms, building grounds and the parking lot.

### 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 8<sup>th</sup> St S and 1212 9<sup>th</sup> 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:**

C. Retro rent repayment agreements

- 1) All Retro Rent due and owing will be included in determining the threshold of \$5000
  - 2) MPHA will not offer a repayment agreement if the amount of Retro Rent is \$5000 or more and is due in part or in total to Tenant’s conduct. If the Retro Rent is not timely paid, MPHA will terminate the lease for non-payment of Rent.
  - 3) If the amount of Retro Rent is \$5000 or more and is due in part or in total to Tenant’s conduct, MPHA will terminate the lease for cause regardless of whether the Retro Rent is paid. Cause may include when The Tenant: i) did not report or under reported the income; ii) provided incomplete or inaccurate information or misrepresented any information on an income-reporting document; or iii) did not inform MPHA in writing that the amount of income on the lease addendum was incorrect.
  - 4) If a Tenant owes less than \$5000 in Retro Rent or owes any amount through no fault of the Tenant, MPHA should offer a Retro Rent repayment agreement to the Tenant. If the Tenant does not sign a repayment agreement within 30 days after the Retro Rent is due, MPHA will terminate the lease for non-payment of Rent.
  - 5) The repayment agreement shall state:
    - a. the paragraph(s) in the lease which were violated and that the Tenant may be subject to a termination of tenancy; .
    - b. that the Retro Rent is in addition to the Monthly Rent;
    - c. that the terms of the agreement may be renegotiated if there has been a 25% decrease or increase in the Tenant Family’s income;
    - d. that a late or missed payment is a default of the agreement and may result in termination of tenancy.
  - 6) Retro Rent Monthly Payment Amounts.
    - a) Except for Minimum Rent Tenants, the initial monthly Retro Rent on a repayment agreement shall not exceed 10% of the Tenant Family’s Total Tenant Payment.
    - b) Minimum Rent Tenants shall pay the greater of \$25 per month or 10% of the Total Tenant Payment that the Tenant should have paid at the time the income was earned.
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.

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.