Inclusionary Housing Program Guide
St. Louis Park

Updated January 2020
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Introduction to the Inclusionary Housing Program (IHP)

Properties developed using local funds or because of inclusionary policies are subject to specific rules designed to ensure that affordability pledges made by owners and developers remain available to low and very low income tenants throughout the required Period of Affordability (the POA). This Guide is designed to assist owners and their agents with planning and maintaining compliance with the local requirements associated with these assisted rental properties.

It is the responsibility of the City of St. Louis Park (city) to monitor the continuing compliance of affordable units in accordance with local policy and governing agreements throughout the POA. The following procedures apply to all rental properties that received funds under the local Inclusionary Housing Program (IHP). Any violation of the IHP requirements could constitute a covenant default of the governing agreement(s) and imposition of all local government rights and remedies.

While successful operation of an affordable property is management intensive, the owner/agent is responsible for ensuring that the governing agreement requirements are properly administered. Thorough understanding of requirements and compliance monitoring procedures requires training of owners/agents. The owner/agent should ensure that it knows and understands the requirements of the inclusionary housing policy and the compliance requirements since failure to comply may have very serious consequences. The city recommends that owners, management agents and site managers (collectively referred to as owner/agent throughout this document) receive compliance training before certifying or leasing any affordable units. At a minimum, training should cover key compliance terms, determination of rents, household eligibility, file documentation, procedures for maintaining the required unit mix and reporting. Record retention and property condition standards are also key to maintaining compliance. Attending educational opportunities as offered is strongly recommended to keep up with any procedural changes to the IHP.

Should the IHP assisted property also receive an allocation of Section 42 tax credits (Low Income Housing Tax Credits), and the property is found to be compliant with the tax credit program, then the city will consider the property compliant with the IHP. **Owners/Agents of IHP assisted properties must annually certify to the city that the property is compliant with the Low Income Housing Tax Credit program.**

The city’s determination to monitor the project for compliance with requirements of the IHP does not make it liable for an owner’s/agent's noncompliance. This Guide will be made available to the owner/agent at project financial closing and will be posted on the website of the city. The city, in its sole discretion, may delegate its compliance reporting and monitoring responsibilities to a third party. IHP assisted properties will have a compliance review at initial lease up and every third (3rd) year thereafter. However, the city reserves the right to conduct a compliance review annually.
Chapter 1 – Overview

The following is an overview the Inclusionary Housing Program. It is not intended to be detailed or comprehensive. The requirements of the IHP apply to market rate residential developments that receive financial assistance from the city. The Inclusionary Policy applies to new developments and mixed-used developments that create ten (10) or more residential dwelling units, any renovation or reconstruction of an existing building that contains at least ten (10) residential dwelling units, and/or any change in use of all or part of an existing building from a non-residential use to a residential use that includes at least ten (10) dwelling units.

1.01 Period of Affordability (POA)
Affordable units created under the Inclusionary Housing Program (IHP) are rent and income controlled for 25 years. This term is referred to as the Period of Affordability or POA.

Owners/agents should refer to the property’s governing agreements (Declaration of Covenants, Conditions and Restrictions, Regulatory Agreement, etc.) to determine the specific terms and conditions that govern the property.

1.02 Affordable Dwelling Units (ADUs)

At least ten percent (5%) to eighteen percent (20%) of the total number of dwelling units in a development assisted with local funds under the IHP will be designated as Affordable Dwelling Units (ADUs). The percentage applied is based on the affordability standard included in the development.

Affordability Standards – Rental Projects –
If an IHP property is also assisted with Low Income Housing Tax Credits (LIHTC), the IHP Affordability Standard is based on the LIHTC election (20/50 or 40/60).

If an IHP property is NOT assisted with LIHTC, then the city determines which affordability standard applies.

5% at 30%
At least five percent (5%) of the total units developed shall be affordable to households with incomes at or below thirty percent (30%) (Multifamily Tax Subsidy Income Limits, i.e. tax credit income limits).

10% at 50%
At least ten percent (10%) of total units developed shall be occupied by households at or below fifty percent (50%) of the MTSP.
20% at 60%
At least twenty percent (20%) of total units developed shall be occupied by households at or below sixty percent (60%) of the MTSP.

Affordability Standards – For Sale Projects
For-sale home ownership developments will be required to pay a payment in lieu of including affordable units in the development. The payment in lieu will be an amount equal to the difference between the average market rate sale price of the for-sale units in the development and the for-sale home purchase amount affordable to a household with an income at or below eighty percent (80%) AMI of the Metropolitan Statistical Area (MSA, i.e. HOME income limits). The amount of the difference will be multiplied by a number equal to fifteen percent (15%) of the total number of for-sale units in the development.

1.03 Student Households
The IHP adopted the Low Income Housing Tax Credit (LIHTC) program restrictions on student households and excludes any household where all members are full time students. A full-time student household may qualify if one of the following exceptions is met:
1. Married and eligible to file joint tax return
2. Single parent with dependent child(ren)
3. Receives assistance (MFIP) under Title IV of Social Security Act
4. Enrolled in a job training program
5. At least one member was previously in foster care

1.04 Inclusionary Housing Program (IHP) Rent Limits
Every ADU is subject to maximum allowable rents based on bedroom size for the area in which the property is located. These maximum rents are referred to as the IHP rents. These limits represent the maximum that owners/agents can charge for rent, including an allowance for tenant paid utilities, and other non-optional charges (i.e. required renter’s insurance).

In the event IHP rent limits decrease for an area, or utility allowances increase, an owner/agent may be required to reduce the rent charged but will not be required to lower rents below those in effect at the time of project commitment.

1.05 Rental Assistance
Tenant Based Section 8 Housing Choice Vouchers. Tenants with Section 8 vouchers, or similar state or federal tenant based rental assistance (TBRA) subsidies tied to a tenant and not a unit, cannot be charged rent that exceeds the applicable IHP rent for the unit. Rents charged must be comparable to other ADUs not receiving rent assistance. For example, if the owner/agent charges less than the maximum IHP rent for non-voucher holders, it cannot charge a higher rent to voucher holders.

Tenants receiving rental assistance, including Section 8 subsidy, must not be refused tenancy in an ADU based solely on the fact that they receive rental assistance.
1.06 Allowable Fees and Charges
Fees considered reasonable and customary may be charged, such as application fees and parking fees, if such fees are customary for rental housing in the neighborhood. Fees for services such as bus transportation or meals can only be charged if the services are voluntary and are not a condition of occupancy. An eligible tenant cannot be charged a fee for the work involved in completing the additional forms or documentation required for the IHP, such as the Tenant Income Certification.

1.07 Fixed or Floating Affordable Dwelling Units
ADUs may be “fixed” or “floating” and are designated on a property-by-property basis. The enforcement agreement must contain fixed or floating unit designations.

**Fixed Units** – The ADUs are identified by unit number and never change. Units in properties where all units are ADUs are automatically considered fixed.

If units throughout a project are not comparable (as defined by the city) or are in several scattered sites, the ADU unit designation should be fixed.

**Floating Units** – The ADUs may change over time as long as the total number of ADUs in the property remains constant. If a property’s enforcement agreement does not specify floating units, then the units that were initially designated as ADUs at project completion will be used to determine comparable floating units.

See Chapter 2, Maintaining the Unit Mix, for more information.

1.08 Rent Increases
If ADU rents remain below the maximum allowed, an owner/agent may impose a rent increase as allowed by the enforcement agreement no earlier than one year from the date the project was completed and no more frequently than annually thereafter. If an owner/agent wishes to increase rents, the request must be within reasonable limits to cover increases in expenses such as real estate taxes or operating expenses. At no time can proposed rent increases exceed the current MTSP (LIHTC rents) rent limits for that development.

If the owner/agent increases rents as provided above, tenants must be given a written notice in accordance with lease provisions before implementation.

1.09 Utility Allowances
The IHP requires that an allowance for tenant paid utilities be considered as a housing cost to the tenant and be factored in when determining rent for an ADU. The St. Louis Park Housing Authority approved the use of the current Metro HRA Utility Allowance Schedule) as the document to use to determine an ADU’s utility allowance.
Utility allowance schedules are usually updated annually. It is the owner’s/agent’s responsibility to obtain an updated utility allowance and retain in the property records. Changes in utility allowances must be implemented at the annual rent certification. If an increase in the utility allowance causes the ADU rent to exceed the applicable IHP rent limit, the unit rent must be adjusted (lowered) to bring the gross rent of the unit into compliance with the IHP rent limits. However, at no time will the ADU rent be adjusted to an amount lower than the ADU rent in place at project commitment.

If the property is regulated by HUD, Rural Development (RD), or another form of project based subsidy, the program approved utility allowance may be used.

1.10 Record Retention
Owners/agents must retain project records for a minimum of five years beyond the property's required POA. Tenant records, including income verifications, development rents, and unit inspections must be retained for the most recent five year period, until five years after the effective period terminates.

Owners/agents must maintain applicant and tenant information in a way to ensure confidentiality. Any applicant or tenant affected by negligent disclosure or improper use of information may bring a civil action for damages against the owner/agent and seek other relief, as appropriate. Owners/agents must dispose of records in a manner that will prevent any unauthorized access to personal information, e.g., burn, pulverize, shred, etc.

1.11 Leases
Each lease must include the legal name(s) of the parties to the agreement and all other occupants, a description of the unit to be rented (address), the term of the lease, the rental amount, the use of the premises, and the rights and obligations of each party. The lease shall also inform the tenant that fraudulent statements and information are grounds for eviction and that the tenant could become subject to penalties available under federal law.

Initial leases for ADUs must be for six (6) months unless another term is mutually agreed to by owner/agent and tenant. If tenant agrees to a shorter term, that agreement must be in writing and kept in the tenant’s file. At no time can a lease term be for less than 30 days.

ADU leases must contain language that the owner/agent reserves the right to adjust tenant rents in accordance with the IHP rent limits and/or in the event a tenant’s income increases above the income limits of the IHP.

The lease must also contain a provision that the owner/agent retains the right to recertify the tenant’s income and household composition on an annual basis. The tenant’s failure to cooperate with the annual recertification constitutes a violation of the lease.
If the lease used for the ADU unit does not contain any of the required provisions and/or contains any prohibited provisions, an IHP Lease Addendum must be signed by the tenant and kept in the tenant’s file. If a new lease is executed, a new IHP Lease Addendum must also be executed. Prohibited lease terms are defined in the IHP Lease Addendum (see Appendix B).

An IHP Lease Addendum is not required when the HUD model lease for subsidized housing is used.

1.12 Income Certification
The owner/agent must verify and certify tenant income eligibility and student status at move in and recertify at least annually thereafter. At initial move in, or when first being determined eligible for an ADU and in every 3rd year of the affordability period (not tenancy), household composition, income and income from assets must be verified via third party verification or other forms of supporting documentation and kept in the tenant’s file. In other years, tenants must, at a minimum, self-certify to their anticipated income (including income from assets), family size, and composition.

As part of the monitoring process, tenant files will be reviewed at initial occupancy of the project and every 3rd year thereafter.

1.13 Increases in Income
The owner/agent must ensure that any tenant whose income increases above the IHP income eligibility guidelines pays not less than the market or similar rent as the other non-ADUs in the development. A minimum notice of 60 days is required for increases to tenant rent. The unit must be marketed to eligible tenants when vacated.

For units assisted with both IHP funds and Low-Income Housing Tax Credits (LIHTC), a tenant is not considered over income until income exceeds the applicable 140% LIHTC limit. When a tenant’s income exceeds the LIHTC limit, the tenant’s rent is adjusted to the LIHTC rent limit if the project is 100% LIHTC or, if the project is mixed income, the market rent for similar non-ADUs in the property.

1.14 Property Standards
The owner/agent must keep all units in compliance with local codes and other applicable state and local building codes to ensure the units are decent, safe, and sanitary at all times.

Housing built before 1978 may contain lead based paint. Before renting pre-1978 housing, owner/agent must disclose the presence of known lead based paint and/or lead based paint hazards in the dwelling and/or property. Tenants must receive a federally approved pamphlet on lead poisoning prevention entitled Protect Your Family from Lead in Your Home and must sign a receipt acknowledging that the pamphlet was provided. The signed receipt must be kept in the tenant’s file.
1.15 Affirmative Marketing
Owners/agents must adhere to Equal Opportunity, Affirmative Marketing, and Fair Housing practices in all marketing efforts, eligibility determinations and other transactions. The Equal Housing Opportunity logo or statement (We do business in accordance with the Federal Fair Housing Law. It is illegal to discriminate against any person because of race, color, religion, sex, handicap, familial status, or national origin.) must be used in all advertising of vacant units.

In addition to the federal protections mentioned above, the Minnesota Human Rights Act makes it illegal to discriminate against any person with respect to housing and real property, because of race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation or familial status.

A file must be maintained with all marketing efforts related to the property including newspaper ads, social service contacts, photos of signs posted, etc. Records will be reviewed during on site monitoring to ensure that all efforts follow federal requirements and are being adequately documented.

1.16 Fair Lease and Grievance Procedures
Fair lease and grievance procedures should be objective. They should clearly state:

- To whom a tenant should direct a complaint;
- Who will investigate and/or respond to the complaint; and
- By when the tenant should expect to receive a response.
Chapter 2 – Maintaining the Unit Mix

2.01 Fixed Affordable Dwelling Units
Properties with units that are not comparable in terms of size, amenities and features must have fixed ADUs. Fixed ADUs means specific units are designated as the ADUs for the duration of the affordability period. Owner/Agent must maintain these specific units as the ADUs.

Maintaining the required number of ADUs, is called complying with the unit mix requirements. At no time will non-ADUs be subject to IHP rent and income requirements when the ADUs are fixed.

When an owner/agent recertifies a tenant’s income, he or she may find that the tenant’s income has increased. A tenant is considered “over income” in the IHP when:

- The tenant occupies an ADU and the tenant income increases to 120% of the current IHP income limit for that family size; or
- For ADUs that are also LIHTC units, a tenant is considered “over income” when its income goes over 140% of the qualifying tax credit election (50% or 60%) for that unit.

When a tenant is over income, the unit that the tenant occupies is considered temporarily out of compliance with the IHP’s occupancy and unit mix requirements. Temporary noncompliance due to an increase in an existing tenant’s income is permissible if the owner/agent takes specific steps to restore the correct unit mix in the property as soon as possible. When the tenant’s income exceeds the IHP’s income limit (120% or 140% if also LIHTC), its rent must also be adjusted.

The owner/agent cannot immediately terminate the lease based on the tenant’s increase in income to above the IHP income limit. Instead, the owner/agent may extend/renew the lease for up to one year. If the tenant is still over income at the time of the next recert, a 60-day notice to vacate may be issued to the tenant. If the tenant is determined to be under the IHP income limit at the time of recert, the unit is considered back in compliance.

2.02 Floating Affordable Dwelling Units
Properties with units that are comparable in terms of size, amenities and features can have floating ADUs. Properties with floating ADUs must maintain the required number of ADUs throughout the POA, however the initial ADUs do not have to remain as ADUs throughout the POA.

When ADUs float, the specific units that carry the ADU designation may change, or float, among assisted and non-assisted units during the POA. If/when an initial ADU goes out of compliance due to a tenant’s income going over the IHP (or LIHTC) income limit, a non-ADU can replace the
out of compliance ADU if the tenant income and unit rent of the non-ADU meet the ADU requirements. In other words, the ADU designation “floats” to another unit. For example, if a property has an over income tenant in an ADU, when the next non-ADU comparable unit becomes available, it is designated as an ADU and rented to an income eligible tenant. The unit occupied by the over income tenant is redesignated as a market rate unit.

Maintaining the required number of comparable ADUs is called complying with the unit mix requirements.

When recertifying a tenant’s income, an owner/agent may find that the tenant’s income has increased. A tenant is considered “over income” when:

- The tenant occupies an ADU and the tenant income increases over the current IHP income limit (120% AMI) for that family size; or
- In ADUs that are also LIHTC units, a tenant is considered “over income” when its income increases to 140% or more of the qualifying tax credit election (50% or 60%) for that unit.

When a tenant is over income, the unit that the tenant occupies is considered temporarily out of compliance with the IHP’s unit mix requirements. Temporary noncompliance due to an increase in an existing tenant’s income is permissible if the owner/agent takes specific steps to restore the required unit mix in the property. The rents of the over income tenants can be adjusted.

When redesignating units in a property with floating ADUs, owner/agent can choose to substitute a unit that is equal or “greater” than the original ADU, but generally they cannot substitute one that is “lesser”. A lesser unit can be substituted only when doing so preserves the original unit mix. A greater unit is one that might be considered preferable because of larger size or additional bedrooms. The goal is to maintain the same number and type of ADUs as were originally designated. Therefore, if an owner/agent makes a substitution that is “greater,” it can later substitute an available unit that is “lesser” to restore the original unit mix.

Once a comparable non-ADU unit is designated as the new ADU, the unit with the over income tenant is redesignated as a non-ADU or market rate unit. At this point, the owner/agent may adjust the tenant’s rent without regard to the IHP rent requirements (although requirements from other funding sources may still apply). Rent increases are subject to the terms of the lease.

Note, a tenant in a floating ADU whose income exceeds IHP income limit is not required to pay more than the market rent for a comparable, unassisted unit in the property.

The owner/agent cannot terminate the lease based on the tenant's increase in income.
Chapter 3 – General Occupancy Guidelines

3.01 Qualification of Applicants
Applicants for ADUs shall be advised early in their initial visit to the property that there are maximum income limits that apply to these units. They will also be made aware that the anticipated income of all persons expecting to occupy the unit must be verified and included on a Tenant Income Certification form prior to occupancy, and that tenant income and student status will be reviewed annually.

A tenant may not occupy an ADU in a property receiving IHP assistance if that tenant is considered a “full-time student household”. If at least one occupant of the household living in an ADU is a part-time student, the household is not considered a full-time student household and is exempt from the student rule.

If every member of a household that occupies an ADU is, was, and/or will be a full-time student during any part of any 5 calendar months (spanning previous, current and/or upcoming year), and no exceptions apply, then the household is not eligible to occupy an ADU.

The Student Rule exceptions are:
1) Married and eligible to file a joint federal tax return
2) Single parent(s) with dependent child(ren)
3) Receive assistance under Title IV of Social Security Act
4) Enrolled in job training program
5) At least one member of the HH was previously in foster care

Verification of student eligibility must be maintained in the tenant file along with the income certification (if mixed income property) and must be recertified annually.

3.02 Eligibility Determination
A fully completed Household Questionnaire is critical to an accurate determination of eligibility. The information furnished on the application should be used as a tool to determine all sources of anticipated income and assets.

After the tenant completes the Household Questionnaire, the owner/agent must have all income verified by obtaining source documentation (award letters, offers of employment, W-2’s, check stubs (not paycheck), bank statements, investment records, etc.) or by a third party (public agency, employer, financial institution). If total cash value of assets is less than $5000, assets can be self-certified using the HTC24 Under $5000 Certification. Assets exceeding $5000 must be third party verified. The application, income and asset verifications, and lease are to be executed prior to move in. All occupants in an ADU must be certified and have a valid lease on file. All household members age 18 and over must sign all required documents.
3.03 Change in Household Composition
If a tenant in an ADU (no LIHTC) wishes to have an additional person move into the unit within the first 6 months of occupancy the following steps must be taken:

1. The prospective tenant must complete a Household Questionnaire and allow time for verification of income and assets as required of the initial tenant; and
2. The prospective tenant's income must be added to the current tenant's certification and a determination made as to whether the new household is still within the IHP income guidelines. If the new household income exceeds the guidelines, then once proper notice is given, the tenant must pay the market rate. If the ADU is floating, the ADU designation must be floated to another eligible unit. The new rent of the now over income household cannot exceed market rent for a comparable unassisted unit.

The tenant file shall also be documented when any household member vacates the unit.

3.04 Minimum Lease Requirements
Initial tenant leases, including a signed and dated IHP lease addendum (if applicable) must be on file and must specify a term of at least 6 months. Subsequent lease terms may be of shorter duration. Leases must not contain any of the prohibited lease terms. Any non-renewal or termination of leases must be in accordance with the lease and/or IHP lease addendum.

The owner/agent must comply with IHP requirements on evictions as well as state law regarding eviction procedures. There must be a written notice that gives a tenant at least 30 days to vacate its unit, regardless of whether tenant has violated the law or lease terms.

Under the IHP, tenancy may be terminated only for:
- Serious or repeated violation of the terms and conditions of the lease.
- Violation of applicable federal, state, or local law.
- Other good cause.

Owners/agents must comply with the lease requirements found in Section 601 of the Violence Against Women Reauthorization Act (VAWA) of 2013. The city highly encourages owners/agents to use the VAWA Lease Addendum, form HUD-5382 or its successor VAWA Lease Addendum form. In general, owner/agent may not construe an incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking as a serious or repeated violation of a lease term by the victim, or threatened victim, as good cause for terminating tenancy. However, in accordance with VAWA 2013, owner/agent may bifurcate a lease to terminate the tenancy of an individual who is a tenant or lawful occupant and engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against another lawful occupant living in the unit or other affiliated individual as defined in the VAWA 2013.
Owner/Agent should include a copy of HUD form 5382 or its successor form with each tenancy termination or eviction notice to allow an individual to certify that he or she is a victim of domestic violence, dating violence, sexual assault or stalking. The form is to be completed and submitted to owner/agent within 14 business days or an agreed upon extension date, for the individual to receive protection under the VAWA.

3.05 House Rules
Developing a set of house rules is a good practice. The decision about whether to develop house rules for a property rests solely with the owner/agent. If house rules are listed in the lease as an attachment, then they must be attached to the lease. By identifying allowable and prohibited activities in housing units and common areas, the owner/agent provides a structure for treating tenants equitably and for making sure tenants treat each other with consideration. House rules are also beneficial in keeping properties safe and clean and making them more appealing and livable for the tenants. They are also extremely beneficial if it becomes necessary to evict a tenant for inappropriate behavior. For more information on House Rules, refer to Chapter 6-9 of the HUD 4350.3 REV 1, Change 4 Handbook.

3.06 Number of Persons Per Unit
There is no federal regulation governing the number of persons allowed to occupy a unit based on size however ADU’s will have a minimum requirement of at least one person per bedroom. It is important, though, to be consistent when accepting or rejecting applications. It is required that the owner/agent determine the minimum and maximum number of people that will be allowed to occupy each size unit and put that formula in writing as part of the **Tenant Selection Plan** and submit to the city for approval. The owner/agent may refer to the HUD Handbook 4350.3 REV 1, Change 4, Chapter 3-23, regarding occupancy standards. By following the standards described, owners/agents can ensure that applicants and tenants are housed in appropriately sized units in a fair and consistent manner as prescribed by law.

3.07 Tenant Selection Plan
Owner/Agent must develop a formal written policy that clearly states the procedures and criteria the owner/agent will consistently apply in drawing applicants from the waiting list, screening for suitability for tenancy, and implementing income targeting requirements. The Tenant Selection Plan must state if there is an elderly restriction (“seniors only” building due to funding source) in the admission of tenants, citing supporting documentation to ensure nondiscrimination in the selection of tenants. The owner/agent must submit its Tenant Selection Plan to the city for approval prior to initial occupancy.

In accordance with the VAWA of 2013, the selection criteria cannot deny admission on the basis that the applicant has been a victim of domestic violence, dating violence, sexual assault or stalking. Owner/Agent should provide to each applicant/tenant HUD form 5382 or its successor form to allow the applicant/tenant to provide information regarding his or her status as a victim of domestic violence, dating violence or stalking.
Owners/agents may refer to the HUD Handbook 4350.3 REV 1, Change 4, Chapter 4, when developing a tenant selection plan. The city will review the Tenant Selection Plan as part of its monitoring process.

3.08 Government Data Practices Act Disclosure Statement Form
In working with applicants and tenants, the owner/agent warrants compliance with applicable data privacy laws and regulations including the Minnesota Government Data Practices Act, which sets policies on the information that can be obtained, stored and/or released in connection with public programs. To comply with this law, the Inclusionary Housing Program Government Data Practices Act Statement form must be kept in each tenant’s permanent file. Note that this is not a release authorization for verification of income and assets and must not be used as such. Each adult household member’s name must be printed clearly at the top in the box provided. An unsigned and/or undated form is not valid and will be noted as insufficient at time of file inspection.

1. The form is to be signed one time and is valid as long as the resident lives at the property and participates in the program(s) identified in item #2 on page 1 of the form. If a resident moves from one unit to another, the original signed and dated form should be moved to the file for the new unit. A copy should be kept in the move out file for the old unit.

2. A valid form must include all relevant attachments. Some properties or units within a property may require 2 or more attachments for multiple programs.

3. Only one form is needed per unit as long as the head of household, spouse, co-head, and all household members over the age of 18 have signed and dated the form.

4. If an adult is added to the household or a minor reaches age 18, they must be added to, sign, and date the original form. It is not necessary to complete a new form.

5. A copy of the form should be made available to the applicant/tenant. It is acceptable to give them an unsigned copy.

6. For new residents, the form should be completed at the time of initial application.

A Government Data Practices Act Disclosure form that can be used for all ADUs is available on the city website.

3.09 Income Verification
At initial occupancy, owner/agent must determine whether prospective tenant(s) of ADUs qualify as low income households. Income eligibility is based on anticipated income as defined at 24 CFR 5.609 (Section 8). When collecting income verification documentation, owner/agent must consider any likely changes in income. Owner/Agent must follow appropriate steps in determining whether households are eligible prior to admittance.

Minnesota Housing provides sample verifications and other forms to assist owners/agents in qualifying eligible tenants. The release of information (at top of form) must be completed and signed by the person who is the subject of the verification prior to sending the form to an
employer or other income source. Completed and returned verifications are used to calculate and document income.

An Income and Asset Calculation Worksheet form is also available and can be used to assist in showing the individual calculations of income and asset income. This is **highly recommended** and will greatly assist an inspector during a file review. This form should be dated and signed by the owner/agent.

### 3.10 Gross Annual Household Income

Gross annual income for households living in ADUs shall be determined in a manner consistent with Section 8 of the U.S. Housing Act of 1937.

Note that the information below only provides a summary. The *Technical Guide for Determining Income and Allowances for the HOME Program* is a good resource and can be found on HUD’s website. The HUD Handbook 4350.3 is also an excellent resource.

The determination of annual income must include all types of income in the amount **anticipated** to be received by the tenant in the 12 months following certification/recertification. Owner/Agent should use current circumstances to project income, unless verification forms or other verifiable documentation indicate that a change will occur (increase/decrease in rate of pay and/or hours). However, if the owner/agent is unable to determine annual income using current information because the family reports little to no income, or because income fluctuates, the owner/agent may average past actual income received or earned within the last 12 months before the certification date to calculate annual income.

### 3.11 Factors that Affect Household Size

When determining family size for occupancy, the owner/agent must include the following individuals who are not currently living in the unit:

- Children temporarily absent due to placement in a foster home;
- Children in joint custody arrangements who are present in the household 50% or more of the time;
- Children who are away at school but who live with the family during school recesses;
- Unborn children of pregnant women. When a pregnant woman is an applicant, the unborn child is included in the size of the household and is included for purposes of determining the maximum allowable income. The rental application should ask the following question: “Will there be any changes in household composition within the next 12-month period?” If an applicant answers that a child is expected, the owner/agent should explain to the tenant that to count the child as an additional household member and use the corresponding income limit, a self-certification of pregnancy must be provided.
- Children who are in the process of being adopted;
• Temporarily absent family members who are still considered family members. For example, the owner/agent may consider a family member who is working in another state on assignment to be temporarily absent. Persons on active military duty are considered temporarily absent (except if the person is not the head, co-head or spouse or has no dependents living in the unit). If the person on active military duty is the head, co-head, or spouse, or if the spouse or dependents of the person on active military duty resides in the unit, that person’s income must be counted in full;

• Family members in the hospital or rehabilitation facility for periods of limited or fixed duration. These persons are temporarily absent as defined above.

Persons permanently confined to a hospital or nursing home are not considered household members.

When determining family size for establishing income eligibility, the owner/agent must include all persons living in the unit except the following:

• Live-in aides
• Children of live-in aides
  • A live-in aide/attendant is a person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities, and who:
    ▪ Is determined to be essential to the care and well-being of the person(s);
    ▪ Is not obligated for the support of the person(s); and
    ▪ Would not be living in the unit except to provide the necessary supportive services.

While a relative may be a live-in aide/attendant, they must meet the above requirements, especially the last. The live-in aide qualifies for occupancy only if the individual needing supportive services requires the aide’s services and remains a tenant, and may not qualify for continued occupancy as a remaining family member. The owner/agent must obtain verification from the person’s physician, psychiatrist or other medical practitioner or health care provider that the live-in aide is needed to provide the necessary supportive services essential to the care and well-being of the person and should not add the attendant to the lease. The owner/agent may not require applicants or tenants to provide access to confidential medical records or to submit to a physical examination.

Some households may include other persons who are considered family members for the purposes of determining household size and income eligibility, including:

• Foster adults
• Foster children

Please see Appendix A for more detail on whose income is counted, what is counted as income and what is not, and how to account for income generated by assets.
3.12 General Income Verification Requirements

All income and asset sources must be disclosed on the eligibility application and verified. A good application must be used as the basis for determining what verifications will be necessary. The application, along with all supporting documentation and the Tenant Income Certification, will be reviewed by city staff or its agent during a tenant file review.

The following describes the types of third party verification in order of acceptability:

1. Third party verification from source (written):
   a. An original or authentic document generated by a third-party source that is dated within six months from the date of receipt by the owner/agent. Such documentation may be in possession of the tenant (or applicant), and commonly referred to as tenant provided documents. These documents are considered third party verification because they originated from a third party source. Examples of tenant provided documentation that may be used include, but are not limited to: pay stubs, payroll summary report, employer notice/letter of hire/termination, SSA benefit letter, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices.

   Owner/Agent must consider the following when using tenant provided documentation:
   i. Is the document current? Documentation of public assistance may be inaccurate if it is not recent and does not show any changes in the family’s benefits or work and training activities.
   ii. Is the documentation complete? Owner/Agent may not accept pay stubs to document employment income unless the applicant or tenant provides the most recent two months of consecutive pay stubs to illustrate variations in hours worked. Actual paychecks or copies of paychecks should never be used to document income because deductions are not shown on the paycheck.
   iii. Is the document an unaltered original? The greatest shortcoming of tenant provided documents as a verification source is their susceptibility to undetectable change through the use of high quality copying equipment. Documents with original signatures are the most reliable. Photocopied documents generally cannot be assumed to be reliable.

2. Written documentation may be sent directly to the third party source by mail or electronically by fax, email or internet.

3. Third party verification from source (verbal).
   When clarifying information over the telephone, it is important to be certain that the person on the telephone is the party he or she claims to be. Generally, it is best to telephone the verification source rather than to accept verification from a source calling the property management office. Verbal verification must be documented in the file.
When verifying information by phone, the owner/agent must record and include in the tenant’s file the following information:

a. Third party’s name, position, and contact information;
b. Information reported by the third party;
c. Name of the person who conducted the telephone interview; and
d. Date and time of the telephone call.

4. Self-Certification
   An owner/agent may accept a tenant’s notarized statement or signed affidavit regarding the veracity of information submitted only if the information cannot be verified by another acceptable verification method. In these instances, the owner/agent must document the file why third-party verification was not available. The owner/agent may witness the tenant signature(s) in lieu of a notarized statement or affidavit.

   The following describes use of electronic information when used as third party verification.

   Electronic Verification. The owner/agent may obtain accurate third party written verification by facsimile, email, or Internet, if adequate effort is made to ensure that the sender is a valid third party source.

   a. Facsimile. Information sent by fax is most reliable if the owner/agent and the verification source agree to use this method in advance during a telephone conversation. The fax should include the company name and fax number of the verification source.

   b. Email. Similar to faxed information, information verified by email is more reliable when preceded by a telephone conversation and/or when the email address includes the name of an appropriate individual and firm.

   c. Internet. Information verified on the Internet is considered third party verification if the owner/agent is able to view web-based information from a reputable source on the computer screen. Use of a printout from the Internet may also be adequate verification in many instances.

Steps used to obtain written verification as described in 1, 2 and 3 above must be documented to show just cause for using other types of verification. The owner/agent must include the following documents in the tenant file:

1. A written note explaining why third party verification is not possible.
2. A copy of the date stamped original request that was sent to the third party.
3. Written notes or documentation indicating follow up efforts to reach the third party to obtain verification.
4. A written note indicating the request has been outstanding without a response from the third party.

Note: If a tenant is employed by a business owned by the tenant’s family or is employed by the property owner/agent or the management company, a copy of a recent pay stub, verifying year-to-date earnings, is also required.
Upon receipt of all verifications, owner/agent must determine if the resident is qualified for participation in the IHP. All verifications should be reviewed and calculations made as necessary.

### 3.13 Corrections to Documents
Sometimes it is necessary to make corrections or changes to documents. A document that has been altered with correction fluid or "white out" will not be accepted by the city. When a change is needed on a document, the person making the correction must draw a line through the incorrect information, write or type the correct wording or number, and have all parties initial and date the change.

### 3.14 Effective Term of Verifications
Verifications of any kind are valid for 120 days prior to an ADU tenant’s move in date or recertification date.

### 3.15 Over Income Households
When determining eligibility to occupy an ADU, the household's gross income must always be considered. However, if a tenant goes over the income guidelines at recertification, the owner/agent must raise the over income tenant’s rent as soon as the lease permits in accordance with the terms of the lease (see Chapter 2). The IHP does not require interim rent adjustments.

### 3.16 Annual Recertification
All households occupying an ADU must be recertified at least annually from the date of occupancy. Annual recertifications must be effective on or before the occupancy anniversary date of the previous certification. Owner/Agent may align recertification dates with other program certifications or so that all units in the property are recertified at one time during the year. However, if a period of twelve (12) months passes without a recertification being completed for any ADU, the unit is considered out of compliance. If the requirement to recertify is included in an ADU lease or addendum, tenant refusal to comply can be considered a violation of the lease and is grounds for termination.

Income must be third party verified in every 3rd year of the affordability period, not tenancy.

### 3.17 Tenant Files
Owner/Agent must maintain a tenant file for each ADU. All permanent documents must be kept together so they are accessible at each compliance review (income certification and supporting documentation, lease/IHP addendum, etc.). Annual recertification information, including the tenant questionnaires, release forms, verifications, and annual inspection reports must be grouped together by year, with the most recent year on top for review.
The tenant files must contain the following:

- City Government Data Practices Act Statement
- Household Questionnaire
- Acceptable verifications of income and assets
- Verification of student eligibility
- Tenant Income Certification (Initial Certification and Annual Recertification)
- Signed lease agreement and IHP addendum (if needed)
- Move in inspection report
- Lead based paint acknowledgements (rental rehabilitation only; built pre-1978)

All move out files should also contain the following:

- Written 30-day (or greater) notice to vacate (if not available – document in file)
- Move out inspection report (both parties signed and dated)
- Security deposit refund (check number and date) or letter of intent to withhold security deposit within 14 days of move out
- Itemized list of costs charged to tenant within 45 21 days

Tenant records, including income verifications, development rents, and unit inspections must be retained for the most recent five year period, until five years after the affordability period terminates.
Chapter 4 – Reporting Requirements

The owner/agent must maintain a report of all tenants residing in each ADU at the time of application through the end of the affordability period and submit annual reports to the city in a form and manner requested by the city.

Annual compliance reports are due to the city by February 15th or as otherwise specified by the city, of each year during the affordability period. If the due date falls on a weekend or a holiday, reports are due the following business day. Reports and other required documents must be submitted as directed by the city on an annual basis.

4.01 Annual Owner/Agent Certifications
Complete the Owner/Agent Certification to certify compliance with IHP requirements for the preceding calendar year. Owner/Agent Certifications must be printed, signed and dated by the authorized Owner/Agent Representative, then scanned and submitted as directed by the city on an annual basis.

4.02 Compliance Reports
The city will annually monitor IHP compliance by reviewing annual Owner/Agent Certifications and analyzing compliance information submitted by the owner/agent. Failure to submit the Owner/Agent Certification and/or update the report on all units and their related activity by the due date will constitute noncompliance with the IHP and the related loan documents.

4.03 Utility Allowance Source Document
Owners/Agents must submit the utility allowance source documents applicable to the reporting period. Multiple utility allowance source documents may apply to one reporting period.
Chapter 5 – Compliance Inspections

Compliance inspections (file reviews) will be conducted after initial lease up and every 3 years. This coincides with the tax credit monitoring schedule. When possible, efforts will be made to combine IHP reviews with tax credit monitoring.

Inspections may be conducted more frequently if the city determines it to be necessary based on concerns raised during a previous review or other information.

The compliance inspection includes, but is not limited to, an inspection of at least 20% of the ADU tenant files (with a minimum of four (4) units). Additionally, owners/agents of these properties must annually certify that each building and all units are suitable for occupancy and in compliance with State and local health, safety, and other applicable codes, ordinances and requirements.

The city will contact the owner/agent in advance to schedule the tenant file review. The property inspection and tenant file review may be conducted at the same time or may be conducted separately by different city staff.

5.01 Physical Inspections
The goal of the physical inspection is to ensure that the property and units are being well maintained and in compliance with State and local health, safety, and other applicable codes, ordinances and requirements.

Owners/Agents should conduct routine property inspections and perform any needed maintenance to ensure that the property continually complies with all applicable requirements.

Properties with ADUs must be physically inspected per the City’s rental licensing requirements.

5.02 Review of Tenant Files and Property Records
During the tenant file review, city staff will review tenant income certifications, third party verifications or other forms of income documentation, leases, lead based paint disclosure forms, and other management information for selected units.

City staff will also review the following property information:
- Utility Allowances and supporting documentation
- Current written tenant selection plan, occupancy policy and/or house rules if changes were made since the last review
- Current lease and lease addenda
- Affirmative Fair Housing Marketing Plan (if applicable)
- Advertising
- Equal Housing Opportunity posters, logos
- Correspondence

Page 24 of 28
• Marketing plans
• Tenant ledgers for all units inspected

5.03 Review of Ongoing Lead Based Paint Maintenance (24 CFR 35.1355)
Owners/Agents of properties built before 1978 that have not been verified as lead free by a lead inspection must institute ongoing maintenance of painted surfaces and safe work practices as part of regular building operations. This includes: A visual inspection of lead based paint annually and at unit turn over, repair of all unstable paint, and repair of encapsulated or enclosed areas that are damaged.

• Ongoing Maintenance Records—Owner/Agent must keep ongoing maintenance records and records of relevant building operations for use during reevaluations.
• Owner/Agent must be trained in ongoing lead based paint maintenance, or must contract with a qualified individual or company to perform ongoing maintenance. Ongoing maintenance of lead based paint must be conducted only by individuals who have completed a HUD approved course on lead safe work practices, are licensed lead workers or lead supervisors, or are working under the direction of a licensed lead supervisor.
Chapter 6 – Correction and Consequences of Non-Compliance

If the city does not receive the required certifications and/or compliance reports when due or discovers by audit, inspection, or review, or in some other manner that the property is not in compliance with the requirements of the IHP, or with the property's loan documents, including the enforcement agreement, the city will notify the owner/agent as soon as possible.

6.01 Notice to Owner/Agent
The city will provide prompt written notice to the owner/agent of an IHP assisted property if the city does not receive the annual Owner/Agent Certification and income and occupancy report by the required due date. The city will also notify the owner/agent if it does not receive or is not permitted to inspect the tenant income certifications, supporting documentation, and rent records, or discovers by inspection, review, or in some other manner, that the property is not in compliance with the requirements of the IHP or with the property's loan documents, including the enforcement agreement.

6.02 Correction Period
The correction period will be established by the city and set forth in a Notice of Noncompliance to the owner and its agent. The city may extend the correction period, but only if the city determines there is good cause for granting the extension. Requests for an extension must be in writing from the owner/agent, must be received by the city no later than the last day of the correction period identified on the Notice of Noncompliance, and must include an explanation of the efforts to correct the noncompliance and the reason the extension is needed.

6.03 Owner's/Agent’s Response
The city will review the owner/agent’s response and supporting documentation, if any, to determine whether the noncompliance has been clarified, corrected or remains out of compliance.

Clarified noncompliance is, for example, where income eligibility was not properly documented and the inspector cannot make a reasonable determination that the unit is in compliance but the owner/agent conducts a retroactive (re)certification which completely and clearly documents the sources of income and assets that were in place at the time the certification should have been effective, and applies income and rent limits that were in effect on that date. If documentation is complete and it supports that the tenant was eligible as of the effective date, the file is considered clarified.

Corrected noncompliance is when a violation is observed and there is a period of time during which the unit is out of compliance, but the unit is brought back into compliance. For example, a late certification or re-certification is out of compliance on the certification due date, and back in compliance as of the date the last tenant signs theTenant Income Certification.
**Uncorrected noncompliance** is a violation that is not corrected or clarified by the end of the correction period.

Failure to correct all noncompliance could result in extension of the end of the POA, loss of Tax Increment Financing, or other legal remedies and may also affect the owner’s/agent’s eligibility for financing from the city under any or all its programs.

The city reserves the right to conduct a follow-up inspection if documentation is not sufficient to confirm that all life threatening health and safety violations and any other hazardous deficiencies have been corrected.
Chapter 7 – Requests for Action

7.01 Sale or Transfer
Any sale or transfer of the property must receive prior consent of the city. The new owner/agent must agree to the terms and conditions of the Inclusionary Housing Program as set forth in the governing documents recorded against the property.
Government Data Practices Act  
Disclosure Statement

Print name(s) of Household Members signing this form:

The City of St. Louis Park that provided the funding for the development of the property listed below is asking for this private information that relates to your application to occupy, or continue to occupy, a unit in the following property:

Some of the information you are being asked to provide may be considered private or confidential under the Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes Chapter 13. Section 13.04(2) of this law requires that you be notified of the matters included in this Disclosure Statement before you are asked to provide that information. The owner/agent of the Property may also ask you to supply information that relates to your application. The owner’s/agent’s request for information is not governed by the Minnesota Government Data Practices Act.

1. The City of St. Louis Park for the Inclusionary Housing Program is asking for information necessary for the administration and management of a local program to provide housing for low income families. Some of the information may be used to establish your eligibility to initially occupy, or to continue to occupy, a unit in the Property. Other information may be used to assist the City in the evaluation and management of some of the programs it operates.

2. As part of your application, you are asked to supply the information contained in the following attachment.

☐ Attachment 1 – Inclusionary Housing Program

The Attachment has two parts: Part A and Part B

3. The information asked for under Part A of the attachment may be used by the City and/or owner/agent to establish your eligibility to participate in the Inclusionary Housing Program or occupy an affordable dwelling unit in the Property. If you refuse to supply any portion of the information asked for under Part A, you may not qualify for initial or continued occupancy of a unit in the Property.

4. The information asked for under Part B will help the City in the evaluation and management of some of the programs it operates and your supplying of this information will be helpful to the City.
Failure to provide any of the information asked for under Part B will NOT affect whether or not you qualify for initial or continued occupancy of a unit in the Property.

5. The owner/agent may also ask for information to determine whether or not it will rent a unit in the Property to you. If you supply, or refuse to supply, any information requested by the owner/agent, it will NOT affect a decision by the City, but could affect the owner’s/agent’s decision to rent a unit to you. The determination by the owner/agent is separate from the City’s determination and the City does not participate, in any way, in the owner’s/agent’s decision.

6. All of the information that you supply will be accessible to staff of the City (and its agents) and may be made available to staff of the Office of the Minnesota Attorney General, the United States Department of Housing and Urban Development (HUD), the United States Internal Revenue Service (IRS) and other persons and/or governmental entities who have statutory authority to review the information, investigate specific conduct, and/or take appropriate legal action including but not limited to law enforcement agencies, courts and other regulatory agencies. The information may also be provided by the City to the owner’s management agents of the Property.

7. This Disclosure Statement remains in effect for as long as you occupy a unit in the Property and are a participant in the program(s) identified above.

I was (We were) supplied with a copy of and have read this Government Data Practices Act Disclosure Statement and the Attachment identified above.

Head of Household, Spouse, Co-Head and all household members age 18 or older must sign and date:

Applicant/Tenant signature ___________________________ Date ______________________

Applicant/Tenant signature ___________________________ Date ______________________

Applicant/Tenant signature ___________________________ Date ______________________

Applicant/Tenant signature ___________________________ Date ______________________

Applicant/Tenant signature ___________________________ Date ______________________

Applicant/Tenant signature ___________________________ Date ______________________
Attachment
Inclusionary Housing Program

Part A (Required to determine eligibility)

1. Information regarding the household composition including the name(s) and age(s) of all members in the household.
2. Student status.
3. The amount and source of all earned and unearned income of all household members.
4. The type, value and income derived from all household assets.
5. The type, value and income derived from all household assets disposed of for less than fair market value within the past 2 years.
6. Current and/or previous housing history (for program eligibility, if applicable).

Part B

1. Race
2. Ethnicity
3. Gender of head of household
4. Receipt of Public Assistance and Type of Assistance (MFIP, Section 8, GRH, etc.)
5. Homeless Household
6. Disabled Status
7. Household Type (single, elderly, disabled, etc.)
### INCOME AND ASSET CALCULATION WORKSHEET

**Applicant/Tenant Name:**

**Unit #:**

- Initial Certification  **Effective Date:**
- Recertification  **Effective Date:**

#### Household Members

1.   
2.   
3.   
4.   
5.   
6.   
7.   
8.   

#### Income

<table>
<thead>
<tr>
<th>Household Member</th>
<th>Income/Employment Source</th>
<th>Calculation (show full calculation)</th>
<th>Annual Income</th>
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*(I) Total Income from all sources: $*

#### Assets

<table>
<thead>
<tr>
<th>Household Member</th>
<th>Type of Asset</th>
<th>Cash Value</th>
<th>Market Value</th>
<th>Interest Rate</th>
<th>Actual Income</th>
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</table>

*Total Cash Value of Assets $*

*Total Actual Income from assets $*

If Total cash value of assets is more than $5,000 also multiply by .06%:

**Imputed Income from assets $**

*(II) Total Annual Income From Assets: $*

#### Gross Household Annual Income

<table>
<thead>
<tr>
<th>(I) Annual Income $</th>
<th>+</th>
<th>(II) Annual Income from Assets $</th>
<th>=</th>
<th>Gross Annual Household Income $</th>
<th>Income Limit $</th>
</tr>
</thead>
</table>

Worksheet completed by:  

Date:  

Calculation Worksheet
Inclusionary Housing Program Household Questionnaire

**Certification**

<table>
<thead>
<tr>
<th>Effective Date:</th>
<th>Household certifying for the following programs (circle all that apply):</th>
<th>Date and time received:</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>* Move In</td>
<td>Section 8</td>
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<tr>
<td></td>
<td>* Initial Cert</td>
<td>Housing Tax Credit</td>
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<td></td>
<td>* Recertification</td>
<td>HOME</td>
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<td></td>
<td>* Add a Member</td>
<td>Section 236</td>
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<tr>
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<td>Other:</td>
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</table>

**Property Name:**

**Bldg/Unit #:**

### HOUSEHOLD COMPOSITION

Applicants/Residents – Complete this application in your own handwriting. List all persons who will be living in the unit. Give the relationship of each family member to the Head of Household. If this eligibility application in being completed by an applicant who is applying for occupancy with an existing household, only include the information of the new applicant. Each household member age 18 years or older, and under age 18 if head, spouse, or co-head of household, must disclose income and assets and sign and date this application. All Households must also complete an Annual Student Certification (form HTC35).

<table>
<thead>
<tr>
<th>Household Member’s Name</th>
<th>Relationship</th>
<th>Date of Birth</th>
<th>Has or Will this person be a student* during this and/or the upcoming calendar year?</th>
<th>Social Security Number</th>
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</tbody>
</table>

* Include public and private elementary, junior and senior high, college, university, technical, trade and mechanical schools. Do not include on-the-job training courses. **If necessary, add additional pages for more household members.**

### HOUSEHOLD INCOME

List current and anticipated income for the 12-month period beginning on the anticipated move in date of effective date of recertification. Include all full-time, part-time or seasonal income even if completing this application in the off season.

**DOES ANY MEMBER RECEIVE OR EXPECT TO RECEIVE:**

Check YES or NO to each item and include gross monthly amount. List sources on page 2.

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
<th>Gross Monthly Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td>Wages, salaries (include overtime, shift differentials, tips, bonuses, commissions, etc.)? $</td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td>Does any member work for someone who pays them in cash or is self-employed? $</td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td>Regular pay for a member of the armed forces? $</td>
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<tr>
<td>4.</td>
<td></td>
<td>Public assistance (MFIP, GA)? $</td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td>Worker’s compensation? $</td>
</tr>
<tr>
<td>6.</td>
<td></td>
<td>Unemployment benefits or severance pay? $</td>
</tr>
<tr>
<td>7.</td>
<td></td>
<td>Student financial aid (public or private, not including student loans)? $</td>
</tr>
<tr>
<td>8.</td>
<td></td>
<td>Child support (check YES if you have a court order, even if not receiving full amount)? $</td>
</tr>
<tr>
<td>9.</td>
<td></td>
<td>Alimony or spousal maintenance? $</td>
</tr>
<tr>
<td>10.</td>
<td></td>
<td>Social Security or SSI (including amounts received on behalf of minor children) $</td>
</tr>
<tr>
<td>11.</td>
<td></td>
<td>Disability benefits (including Social Security disability)? $</td>
</tr>
<tr>
<td>12.</td>
<td></td>
<td>Regular payments from retirement benefits and/or pensions (PERA, railroad, etc.)? $</td>
</tr>
<tr>
<td>13.</td>
<td></td>
<td>Death benefits? $</td>
</tr>
<tr>
<td>14.</td>
<td></td>
<td>Regular payments from annuities or life insurance dividends? $</td>
</tr>
<tr>
<td>15.</td>
<td></td>
<td>Regular payments from inheritance, insurance settlement, lottery winnings, etc.? $</td>
</tr>
<tr>
<td>16.</td>
<td></td>
<td>Net income from rental property? $</td>
</tr>
<tr>
<td>17.</td>
<td></td>
<td>Regular cash and non-cash contributions, assistance with paying bills or gifts (do not include groceries) from individuals not living in the unit? $</td>
</tr>
<tr>
<td>18.</td>
<td></td>
<td>Are any changes to income expected within the next 12 months due to a raise, bonus or other reason? $</td>
</tr>
</tbody>
</table>

09-2017 IHP HHQ
19. Other types of income? $ 

### HOUSEHOLD ASSETS

**DOES ANY HOUSEHOLD MEMBER (INCLUDING CHILDREN) HAVE MONEY HELD IN:**

Check YES or NO to each item and include average or current balance as indicated. List sources in section below.

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
<th>Balance or Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>20.</td>
<td></td>
<td>Checking accounts? (use 6 month average)</td>
</tr>
<tr>
<td>21.</td>
<td></td>
<td>Savings accounts? (use current balance)</td>
</tr>
<tr>
<td>22.</td>
<td></td>
<td>Cash cards used to receive benefits or other income? (use current balance)</td>
</tr>
<tr>
<td>23.</td>
<td></td>
<td>Capital investments</td>
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<tr>
<td>24.</td>
<td></td>
<td>Stocks, Bonds and/or Securities</td>
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<tr>
<td>25.</td>
<td></td>
<td>Trusts*</td>
</tr>
<tr>
<td>26.</td>
<td></td>
<td>Whole and/or universal life insurance policies? (do not included term life insurance)</td>
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<tr>
<td>27.</td>
<td></td>
<td>401K*</td>
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<tr>
<td>28.</td>
<td></td>
<td>IRA/KEOGH accounts?</td>
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<tr>
<td>29.</td>
<td></td>
<td>Certificates of deposits (CDs)?</td>
</tr>
<tr>
<td>30.</td>
<td></td>
<td>Pension, retirement and/or annuity accounts?</td>
</tr>
<tr>
<td>31.</td>
<td></td>
<td>Money market accounts?</td>
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<tr>
<td>32.</td>
<td></td>
<td>Treasury bills?</td>
</tr>
<tr>
<td>33.</td>
<td></td>
<td>Lump sum payment (inheritance, insurance settlement, lottery winnings, capital gains)?</td>
</tr>
<tr>
<td>34.</td>
<td></td>
<td>Are any accounts held jointly with someone not in the unit? Which account and with whom?</td>
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<tr>
<td>35.</td>
<td></td>
<td>Other assets? (do not include personal property)</td>
</tr>
<tr>
<td>36.</td>
<td></td>
<td>Do you own a home or other real estate? If yes, list address below:</td>
</tr>
<tr>
<td>37.</td>
<td></td>
<td>Do you receive payments for a home you sold by Contract for Deed?</td>
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<tr>
<td>38.</td>
<td></td>
<td>Do you have any coin collections, antique cars, gems/jewelry (do not include wedding rings and personal jewelry), stamps or other items held as an investment?</td>
</tr>
<tr>
<td>39.</td>
<td></td>
<td>Any other assets held jointly with another person? If yes, list person and asset:</td>
</tr>
</tbody>
</table>

**Enter combined cash value of ALL household assets:**

* Include Trusts and 401Ks only if the funds are accessible to the household prior to termination of employment, retirement or death. If you are unsure, list the account and it will be verified.

**DO NOT LEAVE THIS SECTION BLANK!**

From the Income and Asset sections on page 1 and above (items 1 – 39), provide information (employer name, contact, address, account numbers, etc.) for all YES items. **All information must be verified.** If a household member has more than one source of income and/or asset, use a separate line for each item. Use additional sheets if necessary.

<table>
<thead>
<tr>
<th>Item Number</th>
<th>HH Member (use # from HH Comp section)</th>
<th>Name and address of employer, source of income, or where asset is held</th>
<th>Account Number</th>
</tr>
</thead>
</table>

Please attach documentation available to verify income (i.e. divorce/settlement papers, tax returns, social security award letter, etc.)

I hereby certify that I/we [ ] have [ ] have not sold or given away any assets for less than the fair market value during the two-year (24 month) period preceding the date of this questionnaire. Any assets sold or disposed of for less than fair market value must be identified below:

<table>
<thead>
<tr>
<th>HH Member (use #)</th>
<th>Asset and estimated market value</th>
<th>Date sold/disposed</th>
<th>Amount Received</th>
</tr>
</thead>
</table>
# ADDITIONAL INFORMATION

The following questions pertain to every member of the household. Check either YES or NO in response to each question. Add an explanation below for all items checked YES.

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
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<tbody>
<tr>
<td>Will any household member, including children, live in the unit on a less than full time basis?</td>
<td></td>
</tr>
<tr>
<td>Do you anticipate any change in your household (someone moving in or out) during the next 12 months?</td>
<td></td>
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<tr>
<td>Does any adult member of the household have zero income? If yes, please list names(s) below:</td>
<td></td>
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<tr>
<td>Does/will the household receive rent assistance? If so, indicate from what source (Sec 8, etc.):</td>
<td></td>
</tr>
<tr>
<td>Does your household have any needs that might be better served by a unit that is accessible to persons with mobility, hearing or visual impairments? If yes, please explain:</td>
<td></td>
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</tbody>
</table>

## SIGNATURES

I/we certify that the foregoing information is true and complete to the best of my/our knowledge, and authorize the owner/manager to make inquiries to verify the statements herein. I/we further understand that any intentional misrepresentation on this form might result in a default in the rental agreement and/or eviction of this household. If any of the aforementioned information changes, I/we agree to notify owner/manager immediately.

Warning: U.S. Code, Title 31, Section 3729, False Claims, provides a civil penalty of not less than $5,000 and not more than $10,000, plus 3 times the amount of damages for any person who knowingly presents, or causes to be presented, a false or fraudulent claim; or who knowingly makes, or caused to be used, a false record or statement; or conspires to defraud the Government by getting a false or fraudulent claim allowed or paid.

<table>
<thead>
<tr>
<th>Applicant/Resident Signature:</th>
<th>Date:</th>
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<tbody>
<tr>
<td>Applicant/Resident Signature:</td>
<td>Date:</td>
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<td>Applicant/Resident Signature:</td>
<td>Date:</td>
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<td>Applicant/Resident Signature:</td>
<td>Date:</td>
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<tr>
<td>Applicant/Resident Signature:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

This applicant/resident required assistance in completing the Household Questionnaire due to:

<table>
<thead>
<tr>
<th>Assistance was provided by:</th>
<th>Date:</th>
</tr>
</thead>
</table>
INCLUSIONARY HOUSING PROGRAM LEASE ADDENDUM

Tenant: ___________________________________________________________

Address: __________________________________________________________

Lease Date: __________________________

The Property in which you are leasing received funding from the Inclusionary Housing Program. This program is designed to provide housing to low income individuals and families.

This addendum will be in effect for the duration of your occupancy.

By signing this Agreement, you and all adult household members acknowledge that you have read, understand and agree to the following provisions:

1. Inclusionary Housing Program Compliance: Tenant agrees to cooperate with all Owner requirements related to compliance with the IHP. Owner/agent shall have the right to terminate Tenant’s Lease with proper notice if changes in household income or assets, student status, household size, or federal rent subsidy, create the potential for owner’s/agent’s failure to comply with any IHP requirements.

2. Household Members: Only the following household members are permitted to occupy the unit. Owner/agent shall be notified immediately if changes to the household will occur. Occupancy by additional household members is subject to review and written approval by Owner and subject to eligibility requirements.

3. Certification of Eligibility: Owner reserves the right to update records regarding the continued eligibility of Tenant’s household for occupancy. All tenants must provide the required information, by the date specified in owner’s/agent’s request on household composition, student status, and income for all household members, and authorize release of such information to third-party sources for verification as outlined under the IHP Data Practices Act.

4. Student Status/Changes to Agreement/Occupancy: Tenant shall notify owner/agent immediately in writing if Tenant’s household size changes, household income increases, any household member becomes a full-time student, has a need for a live-in care attendant, or begins to receive HUD assistance.

Tenant further acknowledges and agrees that if Tenant or any other adult occupant of the unit becomes a full-time student, Tenant may become ineligible under the IHP requirements and Tenant’s lease may be immediately terminated.

If the number of household members should increase or decrease so that the household size is in conflict with occupancy criteria, owner/agent may elect to immediately terminate this Agreement or if an appropriate size unit is available, require Tenant to move to such unit subject to any additional program regulations that may apply.
5. Increase in Household Income: Once approved for an affordable dwelling unit, Tenant may continue to live in the unit even if income rises above the income limitations that apply to the project. However, if income rises above 120% of the income limitation, owner/agent may elect to terminate the lease upon 30 days written notice to the Tenant, or transfer Tenant to a market rate unit within the project, if one is available. Transfer to a market rate unit may increase the amount of Tenant’s rent.

6. Information Supplied: Tenant hereby certifies that the information supplied to Owner that has been used in determining Tenant’s qualifications to rent the unit, including but not limited to Tenant’s application, income certification, and recertification, is accurate and complete in all respects. Any intentional misstatement of qualifications or information shall constitute a material breach of the Lease and shall give owner/manager the option of immediately terminating this Lease. Cases involving intentional misrepresentation may be referred to law enforcement authorities for criminal prosecution.

7. Unit Transfer: If Tenant requests an apartment transfer, and owner/agent agrees to such transfer, Tenant may be required to complete the income certification process at the time of the request. All income, asset, and other eligibility requirements will need to be verified. All paperwork must be completed, appropriate paperwork signed and approval granted prior to the transfer taking place.

8. Good Cause: Owner may not evict or refuse to renew Tenant(s) lease without good cause as clarified by IRS Revenue Procedure 2005-37.

I have read and agree to the provisions above and understand that failure to comply with these provisions constitutes material non-compliance with this lease and establishes good cause for termination, nonrenewal of the lease, or eviction action.

______________________________________________   ____________________________  
Tenant                                           Date

______________________________________________   ____________________________  
Tenant                                           Date

______________________________________________   ____________________________  
Tenant                                           Date

______________________________________________   ____________________________  
Tenant                                           Date
ANNUAL STUDENT CERTIFICATION

This Annual Student Certification is being delivered in connection with the undersigned's application/occupancy in the following apartment:

Head of Household Name: ________________________________________________

Address: ___________________________________________ Unit: ______________

Circle A, B, or C as applicable (note that students include those attending public or private elementary schools, middle or junior high schools, senior high schools, colleges universities, technical, trade, or mechanical schools, but does not include those attending on-the-job training courses):

A. Household contains at least one occupant who is not a student and has not been/will not be a student for five months or more out of the current and/or upcoming calendar year (months need not be consecutive). If this item is checked, no further information is needed. Sign and date below.

B. Household contains all students, but is qualified because the following occupant(s) is/are a PART-TIME student(s). Verification of part time student status is required for at least one occupant.

C. Household contains all FULL-TIME students for five months or more out of the current and/or upcoming calendar year (months need not be consecutive). If this item is checked, questions 1-5, below must be completed:

1. Are the students married and entitled to file a joint tax return? Attach marriage certificate or tax return. YES NO

2. Is at least one student a single-parent with child(ren) and this parent is not a dependent of someone else, and the child(ren) is/are not dependent(s) of someone other than a parent? Attach student’s and if applicable, divorce/custody decree or other parent’s most recent tax return. YES NO

3. Is at least one student receiving Temporary Assistance to Needy Families (TANF), otherwise known as Minnesota Family Investment Program (MFIP)? Provide release of information for verification purposes. YES NO

4. Does at least one student participate in a program receiving assistance under the Job Training Partnership Act, Workforce Investment Act, or under other similar, federal, state or local laws? Attach verification of participation. YES NO

5. Does the household consist of at least one student who was, within 5 years of the effective date of the initial income certification, under the care and placement responsibility of the state agency responsible for administering foster care? Provide verification of participation. YES NO

Full-time student households that are income eligible and satisfy one of the above conditions are considered eligible. If questions 1-5 are marked NO, or verification does not support the exception indicated, the household is considered ineligible.

Under penalties of perjury, I/we certify that the information presented in this Annual Student Certification is true and accurate to the best of my/our knowledge and belief. I/we agree to notify management immediately of any changes in this household’s student status. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of the lease agreement. All household members age 18 or older must sign and date.

Signature ____________________________ (Date) ____________________________

Signature ____________________________ (Date) ____________________________

Signature ____________________________ (Date) ____________________________

Effective Date: ____________________________
Move-in Date: (MM/DD/YYYY) ______________
INCLUSIONARY HOUSING PROGRAM
Owner Certification Project Compliance

Property Name: ____________________________

Pursuant to the Inclusionary Housing Program requirements and other applicable laws, rules, regulations and ordinances, I certify that the following requirements applied to the Property named above since the commencement of the period of affordability (POA) for the Inclusionary Housing Program (IHP) in accordance with the Property’s agreements with the City of St. Louis Park (city):

1. Third party verification of all sources of income and assets was obtained from applicants and the owner/agent has calculated annual anticipated income in accordance with HUD’s Part 5 Definition in order to determine eligibility under the appropriate IHP income limits BEFORE a household occupied an Affordable Dwelling Unit (ADU).

2. Annual verification or self-certification of income was obtained from each household occupying an ADU. Source documents or third party verifications were obtained every 3rd year of the POA as required by the IHP or terms outlined in the property’s IHP documents.
   NOTE: This is not every 3rd year of a household’s occupancy. It is every 3rd year of the POA and applies to all households living in ADUs, including households that moved in the previous year and whose income was subject to third party verification at that time.

3. Each ADU in the property was rent restricted so that gross rent (tenant paid rent, plus non-optional fees plus the utility allowance) did not exceed the maximum allowed under the IHP and agreements with the city.

4. If a household’s income increased to a level in excess of the restrictions outlined in the Property’s governing documents, appropriate steps were taken to bring the Property back into compliance with IHP requirements and the ADU designation (fixed or floating).

5. The Property is in compliance with State and local codes, zoning, ordinances and rental licensing (if any) requirements. If not, attach a statement summarizing the entity that conducted the inspection, deficiencies found, whether they were corrected and the date(s) of correction. Do not attach copies of violation reports or notices except in unusual situations.

6. The Property was accessible to persons with disabilities in accordance with requirements for federally funded projects and the applicable design and construction standards.

7. The Property utilized an Affirmative Fair Housing Marketing Plan (required for properties with 5 or more ADUs).

8. The Property utilized written tenant selection policies and procedures.

9. The owner/agent complied with all federal, state and local laws relating to fair housing and equal opportunity.

10. Each household occupying an ADU signed a lease or had an additional lease addendum that conforms to IHP requirements (i.e. lease term was mutually agreed upon and contained no prohibited lease provisions).

11. No non-optional fees were charged to tenants in addition to rent. If charged, non-optional fees plus tenant rent, plus the Utility Allowance do not exceed the applicable IHP rent limit.

12. For housing built before 1978, all tenants signed a "Lead Based Paint Disclosure" and were given a copy of a federally approved pamphlet on lead poisoning prevention.

OWNER REPRESENTATIVE SIGNATURE: ____________________________ DATE: __________

PRINT OWNER REPRESENTATIVE NAME: ____________________________________________

WARNING: TITLE 18, SECTION 1001 OF THE U.S. CODE STATES THAT A PERSON IS GUILTY OF A FELONY FOR KNOWINGLY AND WILLINGLY MAKING FALSE OR FRAUDULENT STATEMENTS TO ANY DEPARTMENT OF THE UNITED STATES GOVERNMENT.
<table>
<thead>
<tr>
<th>Tenant Last Name</th>
<th>Unit Type</th>
<th>Max 50% Income</th>
<th>Max 60% Income</th>
<th>Max Unit Rent</th>
<th>Student HH (Y/N)</th>
<th>Student Explanation</th>
<th>RA Type</th>
<th>Rent Assistance Source (SFH, GRH, etc.)</th>
<th>Previous Zip Code</th>
<th>Current Zip Code</th>
<th>Forwarding Zip Code</th>
<th>Race</th>
<th>Ethnicity</th>
<th>Disabled</th>
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