SAINT PAUL
MINNESOTA

Emergency Rental Assistance Program/Eviction Prevention Program (ERA) Guidelines

Updated March 2026

EQUAL HOUSING OPPORTUNITY

Introduction & Purpose

The 2025 & 2026 City of Saint Paul budget allocated funding from Local Affordable Housing Aid (LAHA) for an Emergency Rental Assistance/Eviction Prevention program ("Program") to be administered by the Housing and Redevelopment Authority. The purpose of the program is to provide funding to individuals and families with a pending eviction due to unforeseen circumstances when other services or funds are unavailable.

Tenant Eligibility

To qualify for this Program, tenants must meet all of the criteria listed below:

- Be a Saint Paul resident with an active lease for rental property located within Saint Paul. Applications from tenants living outside of the CIty of Saint Paul will be automatically denied and are not eligible for appeal.
- The need for assistance was created by an unforeseen event that has resulted in an eviction notice.
    - In this program, "eviction notice" means either a 30-day notice of intent to evict (Notice to Quit) OR a summons to housing court.
    - Applications with an eviction summons prior to submitting an application will not be considered.
    - Applications faced with a WRIT of Eviction at any time during the application process will not be considered.
- Meet an income restriction of 80% area median income (AMI) or below adjusted by household size
- The applicant and members of the applicant's household have not received funding from the Program within the last 12 months

Documenting applicant is a tenant

To verify the applicant is a tenant, the applicant or landlord may provide theircurrent lease or rent agreement. In cases where there is not a formal lease or rent agreement, such as verbal month-to-month arrangements, the following documentation may be provided:

- Landlord attestation of rent paid.
- Evidence of payments prior to the outstanding period, such as bank statements, Venmo, money order stubs, copies of checks, or other types of payment, demonstrating the landlord (payee) and rent amount.
- A written attestation of the landlord-tenant relationship if no other documentation is available; the written attestation will be reviewed during application processing for reasonableness.
- An oral lease agreement requires landlord attestation and is only permitted if the applicant resides in a building with fewer than 12 units per MN Statute. A demonstrated history of rent payments is required.

Rentals may include:

- Apartment rentals, home rentals, and rent-to-own with a rental agreement.
- Room rentals or arrangements to rent part of a home
- Rentals do not include emergency shelter or domestic violence shelter, places unfit for human habitation, frequently moving to live with other households in housing to which there is no legal claim ("couch-surfing"), and places where Households do not reside in one unit for more than 30 days.

Determining and Documenting Household Income Eligibility

In order to be eligible Program participants, Households must earn 80% of AMI or less in accordance with the Minneapolis – St. Paul – Bloomington, MN – WI HUD Metro Fair Market Rent Area as determined by the U.S. Department of Housing and Urban Development for 2025, or any subsequent applicable years.

The following income for all members of the household **is included** in the income calculation:

- The full amount of earned income before payroll deductions of any wages and salaries, overtime pay, commissions, fees, tips, bonuses, and other compensation for personal services.
- The full amount of any payments, interest, dividends and capital gains received from Social Security, annuities, insurance policies, retirement funds, investments, pensions, disability or death benefits, and other similar types of payments.
- Any payments in lieu of earnings such as unemployment compensation, including Pandemic Emergency Unemployment Compensation (PEUC), disability compensation, worker's compensation, and severance pay.
- Any public assistance payments such as cash assistance of Social Security.
- Any periodic and determinable allowances such as alimony, child support, and foster care payments.
- Any net income from the operation of a business or profession, including direct payments for services or self-employment.

FY 2025 Income Limits for Minneapolis-St. Paul-Bloomington (source: FY 2025 Income Limits Documentation System -- Summary for Minneapolis-St. Paul-Bloomington, MN-WI HUD Metro FMR Area, Income Limits subject to change based on updated income guidelines from HUD)

# of People in Household	Income Limit (80%AMI) FY2025
1	$72,950
2	$83,400
3	$93,800
4	$104,200
5	$112,550
6	$120,900

EQUAL HOUSING OPPORTUNITY

7	$129,250
8	$137,550

Determining Household Size

A household is made up of all adults and minors (including unborn children) in their care living together under one lease or rent agreement at the time of application or re-application.

Individuals living in the same unit but who have separate rental agreements with the same landlord may be considered separate households for the purposes of the application. All adults in the applicant household must provide their name, birthdate, and income information.

If income documentation, such as 1040 tax returns or other benefit eligibility documentation, includes income of adults who are no longer part of the Household and that income would put the applicant Household over the income limits if included, the applicant should provide either: documentation for the individual showing a different residence, such as a utility bill, divorce decree, pay stub or a benefit eligibility letter; or, a written attestation from a current Household member as to which former member(s) of the household is/are no longer part of the Household.

Maximum eligibility amount

Each household may receive up to a maximum of $3,500 for the purpose of preventing eviction. Eligible expenses may include the amount of late rent causing an eviction, late fees incurred from the corresponding unpaid rent and/or cost of the eviction action, so long as it remains under the $3,500 limit and appears on the lease, rent ledger, or court orders.

Application Process

An eligible tenant or someone working on behalf of an eligible tenant will submit a complete application online through [link]; application may also be submitted in-person or via email. The following materials are required for application:

1. Application form
2. Evidence documenting household is a tenant
3. Evidence of pending eviction or a late rent notice
4. Verification of income; the following documents are acceptable in order of priority.
   Only documents from one category are required:
   a. Category 1: Categorical Proof (proof of enrollment in any qualified program)
      i. SNAP
      ii. WIC
      iii. Energy Assistance
      iv. CCAP
      v. FAIM

vi. Headstart
vii. General Assistance
viii. Minnesota Care
ix. Medical Assistance for adults over 18
x. EA/FHPAP within last 90 days
xi. Proof of enrollment with a PHA program (HCV/RAD)
xii. Other program enrollment, like MFIP, may be considered on a case-by-case basis

b. Category 2: 2024 Tax return
    i. Full Form 1040 filed and signed for all non-dependents above the age of 18
    ii. If the head of household is a dependent on another tax return, use category 3 or 4
c. Category 3: Proof of income (must provide documents for all income sources)
    i. Paystubs showing 30 days of earnings
    ii. Social security award letter
    iii. Documentation of child support, alimony, or foster care payments
    iv. Certification of zero income (on website)
    v. If offered employment in the last 30 days, a job offer letter that includes income level and anticipated hours
d. Category 4: Self-employment (must provide all documents)
    i. 1040 Return for Business including Schedule C
    ii. Documentation of gross receipts and/or Profit & Loss Statement

5. Sworn affidavit from the applicant stating:
    a. Information provided is true and correct.
    b. An unforeseen circumstance has led to the household being unable to pay rent resulting in an eviction notice.
    c. The household is not receiving funding from another source for the same purpose.
6. Authorization to release information signed by the applicant to allow staff to work with the landlord and report limited information to Minnesota Housing
7. Tennessen Warning signed by the applicant

Other documents to be provided by the landlord (processing the application may be delayed if not timely submitted)

1. Sworn affidavit from the landlord
    a.
    b. Agreeing that they will pause further eviction proceedings upon payment
    c. Verifying the tenant relationship
2. Completed PaymentWorks registration and the documentation that system requires.

Upon receipt of a complete application, an approval or denial decision will be made and, if an application is approved, payment will be sent directly to the landlord.

Preventing Duplicate Assistance

No rental assistance provided to an eligible household through the Program may be duplicative of any other publicly funded emergency rental assistance provided to the same household. Accordingly, applicants must attest in writing they are not applying for or receiving benefits from any other source of emergency assistance to pay for the same late rent they have applied for through the application.

Appeal Policy

If an applicant is denied assistance, the PED Director/HRA Executive Director or designee will send a written denial letter to the applicant listing the reason(s) for denial via email or US Mail if no email is available. The applicant may appeal the decision by contacting City/HRA staff and requesting an appeal of the decision, either in writing or orally, within 10 days of the date of the denial letter. After receiving a request for an appeal, a staff person other than the initial reviewer will be assigned to review the materials submitted by the applicant to determine if the applicant is eligible for assistance. If, on review, the applicant is deemed eligible, assistance will be based on the time and date of the original application submission. If the applicant is again deemed ineligible, a written letter of the final appeal decision will be sent via email or US Mail to the applicant with the reason(s) for upholding the denial. An applicant who has received a denial may reapply after 30 days if documented circumstances to achieve eligibility occur, e.g., change of income.

If an applicant is successful in their appeal, receipt of assistance will depend on availability of funds. A successful appeal decision does not guarantee receipt of assistance.

Applications submitted by tenants living outside of the City of Saint Paul will be automatically denied and are not eligible for appeal.

Language Access and Reasonable Accommodation Policy

All application and marketing, electronic interface and print materials will be translated into English, Spanish, Somali and Hmong, and in some cases, Karen and Oromo. Intake and navigation services are also available in these languages. Applicants needing additional language assistance can request accommodations by contacting City /HRA staff.

Data and Reporting

- Data Privacy and Security - The City will comply with the Minnesota Government Data Practices Act, Minn. Stat. § 13.01, *et. seq.*
- Recordkeeping - To meet the reporting requirements from the State Department of Revenue, the following elements related to an application must be collected:
    - Address of the rental unit
    - Name, address, Social Security number, tax identification number or DUNS number, as applicable, for landlord
    - Total amount of each type of assistance provided to each Household

- Amount of outstanding rental arrears for each Household
- Household income and number of individuals in the Household

In addition, the City will collect information from applicants to demonstrate their eligibility for the Program, including the name, income, and other documentation provided by the Household.

Reporting

The City will submit to reporting requirements from the Department of Revenue as required, as well as standardized public reporting.

Fair Housing Policy

It is the policy of the City of Saint Paul to affirmatively further fair housing in all programs so that individuals of similar income levels have equal access to City programs regardless of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, familial status, gender identity or sexual orientation.

The City's fair housing policies incorporate the requirements of the Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendment Act of 1988, as well as the Minnesota Human Rights Act. Housing providers are expected to comply with the applicable statutes, regulations, and related policy guidance. Housing providers should ensure that admissions, occupancy, marketing and operating procedures comply with non-discrimination requirements.

In part, the Fair Housing Act and the Minnesota Human Rights Act make it unlawful, because of protected class status, to:

- Discriminate in the selection/acceptance of applicants in the rental of housing units;
- Discriminate in terms, conditions or privileges of the rental of a dwelling unit or services or facilities;
- Engage in any conduct relating to the provision of housing that otherwise makes unavailable or denies the rental of a dwelling unit;
- Make, print or publish (or cause to make, print or publish) notices, statements or advertisements that indicate preferences or limitations based on protected class status;
- Represent a dwelling is not available when it is in fact available;
- Deny access to, or membership or participation in, associations or other services organizations or facilities relating to the business of renting a dwelling or discriminate in the terms or conditions of membership or participation; or
- Engage in harassment or quid pro quo negotiations related to the rental of a dwelling unit.

Fraud, Misuse of Funds, Conflict of Interest, Suspension, and Disclosure and Reporting

Fraud

Fraud is any intentionally deceptive action made for personal gain or damage to another.

Any person or entity (including its employees or affiliates) that enters into an agreement with the City and witnesses, discovers evidence of, receives a report from another source, or has other reasonable basis to suspect that fraud or embezzlement has occurred must immediately make a report to the City.

Misuse of Funds

A loan or grant agreement is a legal contract between the City and the grantee. The grantee promises to use the funds to engage in certain activities or procure certain goods or services while the City agrees to provide funds to the grantee to pay for those activities, goods or services. Regardless of the funding source, the grantee must use the funds as agreed, and the grantee must maintain appropriate documentation to prove that funds were used for the intended purpose(s).

A misuse of funds shall be deemed to have occurred when: (1) City funds are not used as agreed by a grantee; or (2) a grantee cannot provide adequate documentation to establish that the City funds were used in accordance with the terms and conditions of the agreement.
Any grantee (including its employees and affiliates) of City funds that discovers evidence, receives a report from another source, or has other reasonable basis to suspect that a misuse of funds has occurred must immediately make a report to the City.

Conflict of Interest

A conflict of interest, actual, potential, or perceived, occurs when a person has an actual or apparent duty or loyalty to more than one organization and the competing duties or loyalties may result in actions which are adverse to one or both parties. A potential or perceived conflict of interest exists even if no unethical, improper or illegal act results from it.

An individual conflict of interest is any situation in which one's judgement, actions or non-action could be interpreted to be influenced by something that would benefit them directly or through indirect gain to a friend relative, acquaintance or business or organization with which they are involved.

Organizational conflicts of interest occur when:

- A contracting party is unable or potentially unable to render impartial assistance or advice to the City of Saint Paul due to competing duties or loyalties
- A contracting party's objective in carrying out the award is or might be otherwise impaired due to competing duties or loyalties
- A contracting party has an unfair competitive advantage through being furnished unauthorized proprietary information or source selection information that is not available to all competitors.

Once made aware of a conflict of interest, the City of Saint Paul will make a determination before disbursing any further funds or processing an award. Determinations could include:

- Revising the contracting party's responsibilities to mitigate the conflict
- Allowing the contracting party to create firewalls that mitigate the conflict
- Asking the contracting party to submit an organizational conflict of interest mitigation plan
- Terminating the contracting party's participation

Any person or entity (including its employees and affiliates) that enters into an agreement with the Jurisdictions must avoid and immediately disclose to the City any and all actual, perceived or potential conflicts of interest.

A contracting party should review its contract agreement and Solicitation of Interest (SOI) material, if applicable for further requirements.

Suspension

By entering into any agreement with the City, a contracting party represents that the contracting party (including its employees or affiliates that will have direct control over the subject of the agreement) has not been suspended from doing business with the City of Saint Paul.

EQUAL HOUSING OPPORTUNITY