



**SAINT PAUL
MINNESOTA**

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



Introduction & Purpose

The 2025 City of Saint Paul budget includes \$1 million in Local Affordable Housing Aid (LAHA) funding for an Emergency Rent Assistance/Eviction Prevention 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
- The need has been created by an unforeseen event that has resulted in an eviction notice.
 - In this program, “eviction notice” means either a 14-day notice of intent to evict OR a summons to housing court.
- 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 household is a renter

To verify the household is a renter, an applicant may provide the current lease or rent agreement. In cases where there is not a formal lease or rent agreement, such as 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 Household 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

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.

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 2025⁴ Income Limits for Minneapolis-St. Paul-Bloomington (source: [FY 2025⁴ Income Limits Documentation System -- Summary for Minneapolis-St. Paul-Bloomington, MN-WI HUD Metro FMR Area](#))

Field Code Changed

Household Size	Income Limit (80%AMI) FY2025 ⁴
1	\$65,500 72,950
2	\$78,250 83,400
3	\$88,050 93,800
4	\$97,800 104,200
5	\$105,650 112,550
6	\$113,450 120,900
7	\$121,300 129,250
8	\$129,100 137,550

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 \$2,500 for the purpose of preventing eviction or one month's rent, whichever is less. Eligible expenses Assistance can cover may include the amount of late rent causing an eviction, late fees incurred from the corresponding unpaid ~~month's~~ rent and/or cost of the eviction action, so long as it remains under the \$2,500 limit.

Application Process

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

1. Application form
2. Evidence of current renting situation
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
- 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 60 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)
- 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 unable to pay rent and resulted 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 so we can work with the landlord and report limited information to Minnesota Housing
- 7. Tennessean 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. Confirm that the eviction process will be terminated upon payment
 - b. Verification of tenant relationship
- 2. Landlord's IRS Form W9
- 3. Completed Automated Clearing House (ACH) form from the landlord

Upon receipt of a complete application, an approval or denial decision will be made in approximately 3 working days and funds 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 rental assistance provided to such household. Accordingly, applicants must attest in writing they are not applying for or receiving benefits from any other source of 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, they will be assisted 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, their ability to receive assistance will depend on the availability funds. A successful appeal decision does not guarantee receipt of assistance.

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 Jurisdictions and the borrower or grantee. The borrower or grantee promises to use the funds to engage in certain activities or procure certain goods or services while the Jurisdictions agree to provide funds to the borrower or grantee to pay for those activities, goods or services. Regardless of the funding source, the borrower or grantee must use the funds as agreed, and the borrower or 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 borrower or grantee; or (2) a borrower or grantee cannot provide adequate documentation to establish that the City funds were used in accordance with the terms and conditions of the agreement.

Any borrower or 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 Jurisdictions, 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.

