



# HOU-3.02 - Multiple-Unit Limited Tax Exemption (MULTE) Program - Interim

Administrative Rules Adopted by Bureaus Pursuant to Rule Making Authority (ARB)

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## History

Ordinance No. 185477, passed by City Council June 27, 2012 and effective August 1, 2012.

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Amended by Director of Portland Housing Bureau October 1, 2024 as an interim rule for a period no greater than 180 days.

## **HOU-3.02 – Multiple-Unit Limited Tax Exemption (MULTE) Program**

*Interim & Draft Permanent Administrative Rules*

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## A. Definition of Administrative Rules

1. Portland City Code Section 3.103.110 authorizes Administrative Rules (these “Rules”) that establish procedures, policies, program requirements, compliance monitoring standards, and penalties for the implementation, administration, and enforcement for implementation of the Multiple-Unit Limited Tax Exemption Program (“MULTE” or “Program”) authorized by PCC 3.103 (Property Tax Exemption for Multiple-Unit Housing Development) and ORS 307.600 through 307.637.
2. Administration of the MULTE is subject to change as a result of PCC 30.01.120, HOU-3.04 and PCC 33.245 concerning the Inclusionary Housing Program (“IH Program” that were effective February 1, 2017 (collectively, the “IH Requirements”) and resulted in a revised Program that is only available to Buildings vested under PCC 33.245 on or after February 1, 2017. Previous versions of the Program are no longer active; however, Buildings that were approved under those versions of the Program during the periods in which they were active should refer to subsection D, “Expired Programs for Pre-Inclusionary Housing Vested Projects”, of these Rules for specific requirements unique to those previous versions of MULTE.
3. Program policies, processes, and procedures are outlined in these Rules; however, a Program Applicant must also comply with all other federal, state and local laws.

## B. Definitions

1. **Annual Compliance Test or ACT.** A workbook that contains comments regarding Restrict Unit compliance requirements, inclusive of a list of action items that must be addressed to resolve any compliance findings.
2. **Applicant.** An individual or entity who is either the owner or a representative of the owner who is submitting an application for the tax exemption program.
3. **Bedroom.** Bedroom has the meaning defined in HOU-3.04.-Inclusionary Housing Program Administrative Rules, Section C, Definitions.
4. **Building.** A structure of Multiple-Unit Housing that qualifies to receive the MULTE.
5. **Certificate of Occupancy or COO.** As defined in PCC 30.910.
6. **Code Hearings Officer.** As defined in PCC 22.02.030.B.
7. **Compliance Period:**
  - (1) **Buildings with Restricted Rental Units.** The 99-year time period during which the regulatory agreement applies to the Building receiving the MULTE. The Compliance Period begins at the date that the PP&D issues the COO for the Building.

- (2) **Restricted Homeownership Units.** The 99-year time period during which the Program requirements apply to each unit restricted under the Program. The Compliance Period begins upon the initial qualified sale from the Owner to a Homeowner.
8. **Contact Update Form.** A form provided by PHB which specifies required data any time a Building changes property management or ownership.
9. **Default.** A status a Building enters when Owner of Building with Restricted Rental Units has not addressed the action items stated in the finalized ACT by the date of expiration in the Notice of Non-Compliance.
10. **Default Daily Penalty.** A penalty of \$50 charged daily beginning the date a Building is issued a Notice of Default and Demand Statement and ending upon certification by RAC that the Building is in compliance and that the City received full payment of any penalties and fees assessed pursuant to Section H.A. of these Rules.
11. **Default Notice Fee.** A \$1,000 fee PHB may assess upon a Building after issuing a Notice of Default and Demand Statement.
12. **DMWESB- SDVBE contracting.** The process for an Applicant to meet the City of Portland’s overarching goal of utilizing Disadvantaged, Minority-Owned businesses, Women-Owned businesses, and Emerging Small Businesses and Service-Disabled Veterans Business Enterprises (collectively, “D/M/W/ESB/SDVBE”) contractors and sub-contractors to promote inclusion and a sustained, vibrant local economy.
13. **Dwelling Unit.** As defined by PCC Section 33.910 “Dwelling Unit”.
14. **Eligible Neighborhood Analysis Areas.** The census tracts within a neighborhood and the adjoining tax lot immediately abutting the boundary, as identified in Addendum A. The definition of Eligible Neighborhood Analysis Areas, including the addition of tax lots identified in Addendum A, is effective as of March 1, 2024.
15. **Exemption.** The property tax exemption received by the Building or the Restricted Homeownership Unit through the MULTE Program.
16. **Exemption Period.** The 10-year period in which a Building or Restricted Homeownership Unit receives the MULTE, and any additional years approved through an extension, according to ORS 307.612(3).
17. **Final Approval.** An approval letter which certifies that the Building with Restricted Rental Units or the Restricted Homeownership Unit meet the Program requirements set forth in Section C.4.(1)-(4) of these Rules.
18. **Floating or Float.** The conversion of a Market Rate Unit to a new Restricted Rental Unit in a Building. Buildings maintain their legally required number of Restricted Rental Units while giving flexibility to Owner to fill vacancies. Floating Restricted

Rental Units may be located anywhere in a Building and are not fixed by unit number. Floating Restricted Rental Units must be the same Unit Type as the Restricted Rental Unit that they are replacing.

19. **Homeowner.** The individual(s) holding title to a Restricted Homeownership Unit as shown on the latest assessment records in the Office of the County Assessor.
20. **Housing Portland Policy Documents or HOU.** The housing policy documents for the City of Portland, administered by the Portland Housing Bureau.
21. **IH Building.** A Building that is subject to the IH Requirements or that elects to be subject to the IH Requirements.
22. **Market Rate Unit.** A Dwelling Unit in a Building with a documented MULTE Agreement that is not required to comply with the MULTE Program requirements.
23. **Median Family Income or MFI.** The area median family income for the Portland-Vancouver-Hillsboro area as determined annually by HUD.
24. **MULTE Agreement.** A regulatory agreement between the Owner of Building with Restricted Rental Units and PHB that sets forth the approval and compliance criteria of the MULTE Program and is recorded on the title to the property. The MULTE Agreement will be prepared by PHB staff and must be signed by the Owner of the property on which the Building is located prior to the Exemption being applied. In the case of Buildings also subject to Inclusionary Housing, the MULTE Agreement must be signed prior to building permit issuance from PP&D.
25. **MULTE Agreement Release Penalty.** The financial penalty for a Building which has failed to meet the requirements set forth in these Rules and MULTE Agreement. The MULTE Agreement Release Penalty is calculated in accordance with Section H.3 of these Rules. The MULTE Agreement Release Penalty shall be no greater than the amount specified in the Building's MULTE Agreement plus all accrued interest, penalties and fees that PHB may assess in accordance with these Rules and the MULTE Agreement.
26. **Multiple-Unit Housing.** Multiple-Unit Housing has the meaning set forth in ORS 307.603(5).
27. **Non-Compliance or Non-Compliant.** A status in which PHB has found that a Building with Restricted Rental Units and Owner have failed to comply with the terms of these Rules or the terms of the MULTE Agreement.
28. **Notice.** PHB will record a notice on the title to the property requiring PHB verification of Homeowner eligibility if the Restricted Homeownership Unit is sold during the Exemption Period.

29. **Notice of Default and Demand Statement.** A notice sent to the Owner of a Building that has not timely cured the violations identified in the Notice of Non-Compliance. The Notice of Default and Demand Statement will include the actions required to cure the Default, including the payment of any penalties and fees owed. Owner will have 30 days from the date of issuance of the Notice of Default and Demand Statement to cure the Non-Compliance before PHB may institute an action before the Code Hearings Officer.
30. **Notice of Non-Compliance.** A notice sent to the property management and Owner of a Building with Restricted Rental Units that has violated the terms of these Rules or the terms of the MULTE Agreement. The Notice of Non-Compliance includes a description of the violations, the actions required to cure the violations, and the deadline for curing the violations.
31. **Oregon Revised Statute or ORS.** The codified laws of the state of Oregon.
32. **Oregon Structural Specialty Code or OSSC.** The Oregon state code which establishes the minimum requirements for the construction, reconstruction, alteration and repair of buildings and other structures, as well as the installation of mechanical devices and equipment.
33. **Owner.** The Owner of the title to real property or the contract purchaser of real property of record, as shown on the latest assessment records in the Office of the County Assessor. Owner also includes a deed holder or contract purchaser whose name does not appear in the latest assessment records, but who presents to the City a copy of a deed or contract of sale showing date, book, and page of recording.
34. **PCC.** Means Portland City Code.
35. **Person.** Any Person, partnership, association, or corporation.
36. **Portland Planning and Development Bureau or PP&D.** The bureau which manages building permits, land use, inspections, code enforcement, and public works permits for the City of Portland (formerly known as Bureau of Development Services or BDS).
37. **Rent and Utility Allowance Schedule.** The workbook provided by RAC to be completed by the Building to report rent and proposed Utility Allowance for each Restricted Rental Unit, as shown in Appendix B of these Rules.
38. **Residential and Residential Related.** The Dwelling Units, all space that is used to directly access the Dwelling Units, and all spaces renters or Homeowners have access to, including but not limited to: hallways, laundry facilities, trash and recycling areas, fitness facilities, and other community and amenity spaces. For space that is the exclusive use of the occupants of the Dwelling Units, the space is included. For space that is shared by the occupants of the Dwelling Units and occupants of other uses in

the Building, a percentage of the square footage of the space based on the percentage of the residential use portion of the Building is included.

39. **Restricted Homeownership Unit** A Dwelling Unit, to be sold individually within a Building, which has a Notice recorded on title, as required in order to comply with the MULTE Program requirements in place at the time of application approval.
40. **Restricted Rental Unit.** A Dwelling Unit that is intended to be rented to eligible renters and is documented in a Building's MULTE Agreement as required in order to comply with the MULTE Program requirements in place at the time of execution of the MULTE Agreement.
41. **Restriction Period.** The time period between the effective date of the MULTE Agreement and the issuance of COO for a Building with Restricted Rental Units or the application approval and the initial qualified sale of a Restricted Homeownership Unit. At the time of initial qualified sale or receipt of COO, the Restriction Period ends, and the Compliance Period begins.
42. **Risk Analysis and Compliance or RAC.** The team at PHB that conducts compliance for Buildings with Restricted Rental Units post building permit issuance from PP&D.
43. **Tenant Income Certification or TIC Form.** A form provided by PHB on which Owners can collect and verify renter income. See an example in Appendix C of these Rules.
44. **Unit Type.** Unit Types are as defined in HOU-3.04- Inclusionary Housing Administrative Rules.
45. **United States Department of Housing and Urban Development or HUD.** The federal agency responsible for national policy and programs that address America's housing needs and administers federal housing and urban development laws.
46. **Urban Renewal Area or URA.** The Prosper Portland designated area denoted as an Urban Renewal Area or TIF District in which tax increment funds are utilized to meet economic and revitalization goals for the area. A list of active URA's can be found on Prosper Portland's website.
47. **Utility Allowance or UA.** A reduction of the maximum allowed rent to offset utilities paid for by the renter, paid either directly from the renter to the utility provider or indirectly to the Owner.
48. **Utility Allowance Schedule.** PHB uses the local public housing authority's schedule of utility allowances published annually by Home Forward. The chart contains averages of utility costs based on type and age of Building, location and

type of utility obtained from local utility providers. The results are used to determine the Utility Allowance of the different Unit Types within each Building.

49. **Vested Projects.** Projects that submitted a land use or a building permit application prior to February 1, 2017, and are not subject to IH Requirements, as determined by the PP&D.
50. **Web Compliance Management System or WCMS.** An online platform through which Owner shares information about Restricted Rental Units to RAC for annual reporting.

### C. **Active Program**

The current MULTE Program is only available to Buildings that are subject to Inclusionary Housing in accordance with PCC 33.245 and PCC 30.01.120 (and the administrative rules thereunder). For Buildings that were approved under prior versions of the MULTE Program, refer to Section D, “Expired Programs for Pre-Inclusionary Housing Vested Projects”, of these Rules.

#### 1. **Benefit of the tax Exemption**

- (1) **Value and duration.** The MULTE Program provides a 10-year Exemption on a portion or the entire residential portion of the structural improvements during the Exemption Period so long as Program requirements are met through the duration of the Compliance Period.
  - (a) The value of the Exemption cannot exceed 100% of the real market value.
  - (b) In the case of a structure to which stories or other improvements are added or a structure that is converted in whole or in part from other use to Dwelling Units, the entire Multiple-Unit Housing, including the additions to the structure and converted structures, may be exempt from taxation.
- (2) **Exemptible area**
  - (a) **Buildings with Restricted Rental Units**
    - (i) **Central City Plan District.** For Buildings located within the Central City Plan District, the Exemption applies to the entirety of the Residential and Residential Related portion of the structural improvements of the Building in which the Restricted Rental Units are held.
    - (ii) **60% Units within Eligible Neighborhood Analysis Area.** For Buildings located outside of the Central City Plan District, but within an Eligible Neighborhood Analysis Area, the Exemption applies to the entirety of the Residential and Residential Related portion of the

structural improvements of the Building in which the Restricted Rental Units are held. For a Building to be eligible for the full Exemption in the Eligible Analysis Area, one of the following must apply:

- (I) **Building did not have a building permit issued by PP&D prior to March 1, 2024; or**
  - (II) **Building had a building permit issued by PP&D but not have received COO from PP&D as of March 1, 2024.**
- (iii) **Other.** Buildings that do not meet the criteria above in subsections C.1.(2)(a)(i) & C.1.(2)(a)(ii), the Exemption is only applicable to the Restricted Rental Units and the percentage of the applicable Residential and Residential Related portion of the structural improvements of the Building which the Restricted Rental Units are held.
- (iv) **Land & commercial space.** During the Exemption Period, the Owner is still responsible for payment of the taxes on the assessed value of the land and any commercial portions of the project.
- (b) **Restricted Homeownership Units.** The Exemption applies only to the Restricted Homeownership Units, as identified in the Notice.
- (3) **Parking.** The Exemption may include parking constructed as part of the Multiple-Unit Housing construction, addition, or conversion. For Buildings receiving only a partial Exemption for the Restricted Rental Units, the same percentage of the residential parking may be included as exempt. If the renter of a Restricted Rental Unit is required to pay for parking, the cost of the parking must be included in the renter's monthly maximum rent calculation.
- (4) **Recalculation.** A property's maximum assessed value is recalculated when the Exemption is either terminated or expires according to ORS 308.146. Thereafter, the Owner shall pay the full amount of the recalculated property taxes.

## 2. Program requirements

- (1) **Eligible areas.** Buildings must be located within the taxing jurisdictions of the City of Portland and Multnomah County.
- (2) **Site control.** Applicant must own or have site control of the Building site.
- (3) **Eligible Building types.** Buildings must be proposed construction, additions to existing structures or conversion of existing non-residential property to housing.

- (a) **Minimum unit requirement.** Buildings must have at least 20 new residential units.
- (b) **Row-houses & townhouses.** A row-house or townhouse development containing homeownership units or rental units is eligible as long as all other eligibility criteria are met.
- (4) **Transient accommodation.** The Building must not be designed or used for transient accommodation, including, but not limited to, vacation or short-term rentals, hotels, or motels at any point during the Compliance Period.
- (5) **Accessibility.** At least five percent of the Restricted Rental Units and Restricted Homeownership Units in the Building must be built to be Type A as defined in the OSSC.
- (6) **Buildings with Restricted Rental Units**
  - (a) **Financial need.** Financial need for IH Buildings is being met through development and calibration of the Inclusionary Housing Program. Therefore, IH Buildings do not need to provide a pro forma, but are required to provide the data points requested in the “Basic Financial Information” section on “Attachment (02)- IH MULTE Application” in order to calculate the estimated value of the Exemption.
  - (b) **Affordability requirements**
    - (i) **IH Buildings.** During the Compliance Period, the IH Building must meet the minimum required Restricted Rental Units at the corresponding rate as set forth in the Inclusionary Housing Covenant.
    - (ii) **Unit distribution.** Restricted Rental Units must be distributed evenly amongst unit mix, by Unit Type, within the Building. Buildings must maintain the same unit distribution of Restricted Rental Units during the Compliance Period, but individual units do not need to be designated.
    - (iii) **Floating.** Restricted Rental Units must Float throughout the Building to ensure that the required percentage of each Unit Type is met at any given time. Floating is not allowed in Receiving or Consolidated Buildings as defined under HOU-3.04- IH Program Administrative Rules.
- (7) **Restricted Homeownership Units**
  - (a) **Eligibility and income restrictions.** Requirements regarding this section can be found in HOU 3.04- IH Program administrative rules.

- (b) **Sale price.** Requirements regarding this section can be found in HOU 3.04- IH Program administrative rules.

### 3. Application process

- (1) **Annual cap.** PHB must abide by a rolling annual estimated foregone revenue cap of \$30,000,000 within a five-year period defined as any current year and the previous four consecutive years, except in years that the foregone revenue cap is suspended. The remaining available cap is calculated by subtracting each Building's estimated foregone revenue for the first year of the Exemption. PHB is not to exceed the amount approved by Council. Therefore, PHB will use its discretion to ensure the cap is not exceeded in any individual year. The estimated Exemption amount is calculated based on the Buildings' total projected value upon completion. The number of Buildings and units approved will depend on estimates of total foregone revenue.
  - (a) **March 1, 2024- December 31, 2029.** As of March 1, 2024, the Foregone Revenue Cap is temporarily suspended until December 31, 2029.
  - (b) **January 1, 2030.** On January 1, 2030, the rolling Foregone Revenue Cap will be automatically reinstated at the amount approved by Council.
  - (c) **Urban Renewal Areas.** Buildings located within Urban Renewal Areas are exempt from the annual cap.
- (2) **Timing of application.** Applications must be submitted and approved prior to issuance of the Building's building permit by PP&D. Applications can be submitted simultaneously with the Inclusionary Housing Intake Form submitted with building permit application or shortly thereafter. If submitted later in the building permit review process, permit issuance may be delayed while PHB processes the application and either executes the MULTE Agreement or awaits the finalized application.
- (3) **Application requirements.** Complete applications include a completed IH MULTE Application form plus any additional project specific documentation, as described below:
  - (a) **Attachment (02)- IH MULTE Application** includes:
    - (i) Applicant's signature verifying oath or affirmation and date;
    - (ii) Number of Dwelling Units;
    - (iii) Dimensions of the multiple-unit structure(s), parcel size, proposed lot coverage of Building, and amount of open space;
    - (iv) Number of residential and commercial off-street parking spaces;

- (v) Proposed amount of floor area dedicated to residential, residential common, and non-residential uses;
  - (vi) Estimated rent schedule and utility types and responsibilities;
  - (vii) Estimated additional annual income and expenses; and
  - (viii) Estimated property taxes on land for the parcels on which the Building is located.
- (b) **Supporting documentation:**
- (i) Documentation of site control and supporting materials including a copy of deed to document ownership and full legal description.
  - (ii) Operating Agreement or Legal Ownership Entity Documentation of Signature Authority of the Owner. Owners must provide legal articles of the entity with site control identifying signature authority (Articles of Incorporation, Corporate Resolutions, etc.) in order to enter into the MULTE Agreement or sign the finalized application.
- (c) **Additional information.** Such other information required by state or local law or otherwise which is reasonably necessary.
- (d) **PHB exemption processing fee.** Effective July 1, 2023, all MULTE applications submitted are required to pay a processing fee. The current fee can be found under the “Incentive Application Processing Fees” and “Multnomah County” tables in the [Development Incentives Fee Schedule](#) located on PHB’s webpage. The PHB exemption processing fee will be added into the building permit fees by PHB staff and will be due upon building permit issuance.
- (e) **County activation fee.** Effective July 1, 2022, Applicants will be required to submit a payment to PHB equal to the activation fee Multnomah County charges PHB to activate the Exemption if the building permit application had not completed pre-screening and was deemed “Under Review” within the City’s permitting system as of July 1, 2022. The current fee can be found under the “Multnomah County Fees” table in the [Development Incentives Fee Schedule](#) located on PHB’s webpage. The County Activation Fee will be added into the building permit fees by PHB staff and will be due upon building permit issuance.
- (f) **Finalized application for Restricted Homeownership Units.** PHB will send Owner a copy of the MULTE application for the Restricted Homeownership Units which must be signed and notarized and returned to PHB prior to issuance of Final Approval.

#### 4. Approval

- (1) **Timeframe.** Approval or denial of applications will occur within 180 days of receipt of complete application.
- (2) **Review of Program requirements.** PHB staff will review IH Buildings and determine if the Program and Inclusionary Housing requirements have been met.
- (3) **Annual cap or URA approval.** For Buildings located in Urban Renewal Areas, PHB will contact the City's Debt Manager for approval prior to approval of the application. For Buildings outside of a URA, PHB will determine whether there is enough remaining annual foregone revenue cap to approve the application.
- (4) **Conditional approval.** The Applicant of a Building who has been determined to have met the conditions under subsection C.4.(1)-(3) of these Rules will be notified of conditional approval. To achieve Final Approval, the Owner must:
  - (a) Building with Restricted Rental Units. Enter into a MULTE Agreement that will be recorded against the property prior to building permit approval.
  - (b) Building with Restricted Homeownership Units. Sign, notarize and return a finalized application to PHB.
- (5) **Final Approval.** PHB will issue a Final Approval letter. In order for a Building to receive the Exemption, it must first receive Final Approval.
- (6) **County activation.** PHB will deliver a listing of the approved applications to Multnomah County and the corresponding County Activation Fee to Multnomah County for Buildings with Final Approval. Exemptions for Buildings or Restricted Homeownership Units that receive Final Approval are effective on July 1<sup>st</sup> of the assessment year after the calendar year in which the Building or Restricted Homeownership Unit has been in use or occupied at any time, as determined by Multnomah County.

#### D. Expired programs for Pre-Inclusionary Housing Vested Projects

1. **Historical versions of MULTE program.** Throughout the duration of the existence of the MULTE Program there have been many past iterations of these Rules.
  - (1) **Pre-Inclusionary Housing MULTE Program.** Projects who submitted MULTE applications prior to February 1, 2017, and were approved should refer to their MULTE Agreement and the program administrative rules in effect at the time of approval for guidance as to the length of their individual compliance periods, Exemption Periods and affordability terms.

- (2) **Incenting the Pipeline MULTE Program.** The “Incenting the Pipeline MULTE Program”, approved by City Council under Ordinance 188869 on March 21, 2018, and amended under Ordinance 189247 on November 8, 2018, provides a ten-year Exemption on the entire residential portion of the structural improvements of Vested Projects, so long as Program requirements are met. Applications for this program were accepted for review through June 30, 2020. Applicants of this program should refer to their MULTE Agreement and the program administrative rules in effect at the time of approval for guidance as to the length of their individual affordability terms.
2. **Changes to Vested Project.** If, after a Vested Project receives Final Approval and prior to the completion of construction, the Applicant needs to make changes to the application submitted which are minor and would result in substantially the same project, PHB may allow slight variances to what was. Changes must be submitted to PHB using the MULTE Approved Project Change Request form. PHB will evaluate the change(s) to determine whether or not the Vested Project and the applicable affordability requirements will still be substantially the same if the changes are accepted. Should any changes be approved, it may be necessary for an Amendment Agreement to be signed and recorded to amend any provisions outlined in the MULTE Agreement.
3. **DMWESB-SDVBE.** To comply with DMWESB-SDVBE contracting requirements, the Applicant must cause the contractor to complete and submit the GFE Program Bidder Checklist and report on bidding results through the City of Portland’s Procurement Services Compliance Specialist.

**E. Compliance and reporting requirements**

1. **Program sunset date.** Buildings must receive COO before January 1, 2032, unless the Program sunset is extended by the state legislature.
2. **Changes to Building or Restricted Homeownership Unit.**

  - (1) **Minor changes.** If, after a Building or Restricted Homeownership Unit receives Final Approval and prior to the completion of construction, the Applicant needs to make minor changes to the application submitted that would result in substantially the same project, PHB may allow slight variances to what was approved. Changes must be submitted to PHB using the MULTE Approved Project Change Request form. PHB will evaluate the change(s) to determine whether or not the Building and the applicable affordability requirements will still be substantially the same if the changes are accepted. Should any changes be approved, it may be necessary for an Amendment Agreement to be signed and recorded to amend any provisions outlined in the MULTE Agreement or for an amended finalized application and Notice.

- (2) **Significant changes.** If, after a Building or a Restricted Homeownership Unit receives Final Approval and prior to the completion of construction, the Applicant needs to make significant changes to the submitted application which would require changes to the number, percentage, or distribution of the Restricted Rental or Homeownership Units to occur after Final Approval, the building permit timeline may be affected, and the Applicant may be required to submit a new MULTE application for consideration.
3. **Restricted Rental Units.** Reporting and compliance requirements are contained in these Rules, the MULTE Agreement, and HOU-1.10- Risk Analysis & Compliance Policies & Guidelines, available on PHB’s website. For purposes of interpretation, if and to the extent there is a conflict among the terms of the MULTE Agreement, these Rules, and the Risk Analysis & Compliance Policies & Guidelines, the priority of the terms should be read as follows: 1) the MULTE Agreement, 2) these Rules, or the Rules in place at the time the completed MULTE application was submitted, 3) HOU-1.10- Risk Analysis & Compliance Policies & Guidelines. The following requirements apply to the leasing of Restricted Rental Units:
- (1) **Marketing.** Owners are required to abide by the Fair Housing Act and Title VIII of the Civil Rights Act of 1968 and all applicable landlord tenant laws, including but not limited to ORS 90 and PCC 30.01.085, PCC 30.01.086, and PCC 30.01.087.
- (2) **Rent determination.**
- (a) **Maximum rent.** The maximum rent for Restricted Rental Units is determined by HUD’s MFI estimates and Fair Market Rent area definitions for the Portland-Vancouver-Hillsboro area. PHB publishes the Median Family Income and Rent Chart annually. Maximum rent is based on the number of Bedrooms and the restricted MFI level. Details and instructions on how to apply the MFI and Rent Chart can be found in the instructions on the Rent & Utility Allowance Schedule.
- (b) **Rent & Utility Allowance Schedule.** Prior to lease-up, RAC must approve Owner’s Rent & Utility Allowance Schedule, which must include the following information: Unit Type, unit size, unit location within the Building, and square footage. RAC may require additional information or an updated Rent and Utility Allowance Schedule as part of its review and approval.
- (c) **Utility Allowances.** Maximum rents for Restricted Rental Units are subject to a UA, the total of which must be subtracted from the maximum rent charged to the renter.

- (i) Owner may choose from two methods of calculating the UA for the Restricted Rental Units:
  - (I) **Utility Allowance Schedule.** If using this method, the UA must be calculated using the Utility Allowance Schedule each year to determine maximum rent.
  - (II) **Energy Consumption Model Analysis.** Applicant may commission an Energy Consumption Model Analysis through an Oregon Housing and Community Service (OHCS) approved Energy Consumption Model Analyst to determine the Utility Allowance based on the specifics of the Building.
- (ii) To the extent Restricted Rental Unit renters pay their own utilities directly or are billed back for reimbursement of utilities by the Owner, the Owner must deduct that amount from the maximum allowable rent charged to the renter.
- (iii) No UA is required for utilities that are paid by the Owner and not reimbursed by the renter.
- (d) **Non-optional fees.** Any non-optional fees required by the Owner to live in a Restricted Rental Unit (i.e. parking, meal plans, and amenities) must be deducted from the maximum rent found in the MFI and Rent Chart in order to determine the rent of a Restricted Rental Unit.

*Example:* a one-Person household earning 80 percent MFI occupies a studio Restricted Rental Unit. The maximum monthly rent for that unit, based on the 2024 MFI and Rent Chart, is \$1,652 and the UA is \$138. The maximum an Owner could collect from this household is \$1,514 = (\$1,652 - \$138).
- (e) **Rent increases.** Owner may raise the rent up to the maximum allowed in accordance with Section E.3.(2) of these Rules.
- (3) **Income eligibility.** Income eligibility is based on the restriction level of the Restricted Rental Unit and the MFI and Rent Chart posted on the PHB website annually.
  - (a) **Initial income certification.** Owner must verify renter income prior to move-in by completing and verifying Tenant Income Certification (TIC) form (Appendix C) for each Restricted Rental Unit. Refer to HOU-1.10- Risk Analysis & Compliance Policies & Guidelines for guidance on how to complete the TIC form.

- (b) **Income sources & documentation.** Before executing a lease agreement, Owner must verify all sources of income for every adult living in a Restricted Rental Unit to determine the household's gross income utilizing Sections 1 and 2 of Chapter 5 of the HUD Guidance on Determining Income and Calculating Rent. Use of HUD's Enterprise Income Verification (EIV) system is not required.
- (c) **Annual income recertification.** Owner must require that renters complete a TIC form annually. Recertifications may be completed and signed up to 120 days before the recertification date in accordance with the date set in the welcome letter sent out by RAC. Third-party verification and review of source documentation is not required at annual recertification.
- (d) **Incomes rising in place.** Households that initially qualified for a Restricted Rental Unit must be allowed to remain in that unit and not be subject to market rate rents unless their incomes reach or exceed the income limits contained in this policy. A renter's income may increase above the income limit and still have the unit fulfill the Building's MULTE Program requirements, based on the following:
  - (i) Renters in Restricted Rental Units restricted at 60 percent MFI, may have income increase up to 100 percent MFI; or
  - (ii) Renters in Restricted Rental Units restricted at 80 percent MFI, may have income increase up to 120 percent MFI.
- (e) **Over-income renter & Floating.** If a renter's income is above the allowable rising in place income for the Restricted Rental Unit, where Restricted Rental Units are intermixed with Market Rate Units, the Owner must Float the requirements of the Restricted Rental Unit and designate the next available Dwelling Unit that is the same Unit Type and is Reasonably Equivalent, in accordance with Section C.2.(6)(b)(iii) of these Rules as a Restricted Unit. Owner must submit a revised Rent and Utility Allowance Schedule to RAC and receive approval prior to designating the new Restricted Rental Unit. Floating is not allowed in Receiving or Consolidated Buildings. Owner:
  - (i) May raise the rent on the existing renter's unit in accordance with federal, state and local laws;
  - (ii) May revise a lease at the end of its initial term to allow renters to continue living in the unit in accordance with federal, state and local laws; and
  - (iii) May not require renters to submit additional deposits or fees.

- (iv) **Vacancies.** The number and distribution of Restricted Rental Units must match those specified in the MULTE Agreement. To ensure predictable leasing of Restricted Rental Units, Owner must treat Restricted Rental Units as Floating as defined in Section C, of these Rules. Prior to Floating a Restricted Rental Unit, the Owner must obtain RAC's written approval to Float the Restricted Rental Unit.
- (4) **Annual reporting and review.** Buildings with Restricted Rental Units are subject to PHB's reporting requirements as set forth in the MULTE Agreement. Owner must annually submit to RAC certain information about Restricted Rental Unit through WCMS on the date specified by RAC.
  - (a) **Reporting.** Buildings with Restricted Rental Units are subject to PHB's reporting requirements as set forth in the MULTE Agreement. Owner must annually submit to RAC certain information about Restricted Rental Units through WCMS on the date specified by RAC.
  - (b) **Compliance findings.** RAC may test the information reported in WCMS against the terms of the MULTE Agreement and issue written compliance scores for each Building.
    - (i) **ACT results.** RAC may send to the Owner, or designated contact on file, an ACT if it identifies violations of the MULTE Agreement or these Rules.
    - (ii) **Response time to ACT.** The Owner shall have 30 days to respond to the initial ACT and address any action items. RAC will evaluate responses provided to the ACT findings for accuracy and completion. Should RAC have additional questions or determine that the violations were not addressed, then RAC may send a revised ACT requesting additional follow up prior to providing a finalized compliance score. Should the Owner fail to respond or fail to address the action items notated within the ACT, RAC will finalize the ACT as non-compliant.
- (5) **Non-Compliance or Non-Compliant.**
  - (a) **Notice of Non-Compliance.** For any Buildings RAC determines to be Non-Compliant, RAC will send a Notice of Non-Compliance and finalized ACT.
  - (b) **Period to cure Non-Compliance.** The Owner shall have 90 days from the date of the Notice of Non-Compliance to cure the violations identified in the Notice of Non-Compliance unless another date is agreed upon or a longer period is required by the applicable MULTE Agreement.

- (c) **Waiver or delay.** A waiver or delay by PHB in enforcing a remedy does not constitute a waiver of the applicable reporting requirements or PHB’s right to subsequent enforcement of any remedy.

**(6) Inspections.**

- (a) **Standard inspections.** PHB reserves the right to physically inspect Buildings containing Restricted Rental Units at any time during regular business hours with advance notice. Inspections may also include an audit of MULTE related files such as TICs and other information submitted through WCMS.

- (b) **Inspections due to Default, Non-Compliant or Restricted Rental Units in violation.** Any Building that is in Default, is in Non-Compliant status, or has one or more Restricted Rental Units which are in violation of MULTE Program requirements, may be inspected more frequently until the Building either cures its non-compliance issues or is released from its MULTE Program obligations after complete payment of the MULTE Agreement Release Penalty.

- (c) **Inspection report.** PHB will send an inspection report to the property management contact on file with findings to be resolved.

- (d) **Resolution of findings from inspection.** Findings must be resolved, and evidence of their resolution must be provided to PHB within the 30-day response period. Failure to do so may prompt additional inspections and or the Building being deemed in Default.

- (7) **Property management changes.** Owner must submit updated property management contact information to RAC 30 days prior to the transition or start date of the new property management by completing and submitting a Contact Update Form.

- 4. **Restricted Homeownership Units.** Requirements regarding this section can be found in Section G of HOU-3.01- Homebuyer Opportunity Limited Tax Exemption (HOLTE) Program administrative rules.

**F. Transfers of Building ownership, property management or Restricted Homeownership Unit ownership.**

- 1. **Covenants runs with the land.** The MULTE Agreement runs with the land for the length of the Restriction Period and Compliance Period. The Notice runs with the land for the duration of the Exemption Period.
- 2. **Non-subordinate.** PHB will not subordinate its MULTE Agreement to other financing.

3. **Transference of provisions.** Upon sale or other transfer of the Building during the Restriction Period or Compliance Period, the provisions of the MULTE Program must transfer with the property.
4. **Contact Update Form for Buildings with Restricted Rental Units.** Owner must submit updated property management and ownership contact information to RAC 30 days prior to the change of property management company or sale by submitting a complete Contact Update Form.
5. **Assignment and Assumption Agreement.** Any transfer of ownership of Buildings during the Restriction Period or of Buildings with Restricted Rental Units during the Compliance Period requires the Owner to submit to PHB legal documentation about the new entity. An Assignment and Assumption Agreement provided by PHB which must be executed and recorded on title.

#### **G. Enforcement for Buildings with Restricted Rental Units**

1. **Default process.** If Owner has not addressed the action items stated in the finalized ACT by the date of expiration in the Notice of Non-Compliance, PHB may issue a Notice of Default and Demand Statement. Owner will have 30 days from the date of the Notice of Default and Demand Statement to cure the non-compliance before PHB pursues legal enforcement, as follows:
  - (1) Meet the requirements necessary to become compliant, to be confirmed by RAC.
  - (2) Pay penalties and fees in accordance with Section H.3 of these Rules.
2. **Legal enforcement.** To enforce any of the requirements of this Title, the Director may institute an action before the Hearings Office as set out in Title 22 of City Code.
3. **Settlement authority.**
  - (1) At any time between the issuance of a Notice of Default and Demand Statement and the entry of a Final Order by the Hearings Office, PHB may negotiate and execute a Settlement Agreement with the Owner.
  - (2) Upon request from PHB and Owner, the Hearings Office will enter the Settlement Agreement as a Final Order and direct the Revenue Division to enter any associated lien on the City of Portland Docket of City Liens.

#### **H. Termination of active Exemption**

1. **Cause.** If a Building fails to comply with Program requirements at any time during the Restriction Period, Compliance Period, or an otherwise defined Exemption Period

term in its MULTE Agreement, the Exemption will be terminated, and penalties assessed as applicable.

**2. Process of termination**

- (1) PHB will send a certified letter to the Owner’s mailing addresses on record with the date of a hearing where the Owner may show cause why the Exemption should not be terminated. The hearing will be scheduled at least 20 days from the mailing of the letter.
- (2) PHB will also send a letter to the lender on record from recorded documents notifying the lender of its right to attempt to cure or remedy any non-compliance within 30 days.
- (3) After the hearing, PHB staff will determine whether or not the Owner has presented sufficient cause to not terminate the Exemption.
- (4) PHB will provide Multnomah County with a list of Exemptions to be terminated prior to the next tax year.
- (5) The Exemption will be terminated without right of notice or appeal.

**3. Penalties for Buildings with Restricted Rental Units.** Upon issuing a Notice of Default and Demand Statement, PHB may assess and require payment of the following fees:

- (1) **MULTE Agreement Release Penalty calculation.** PHB will calculate the MULTE Agreement Release Penalty as follows:
  - (a) **Repayment Value.** Add all years of received exemptions (Years 1-10) (Repayment Value);
  - (b) **Years of compliance discount.** The Repayment Value will be divided by the 99-year Compliance Period. The result will be multiplied by the years remaining in the Compliance Period; and
  - (c) **Interest.** Interest will be due on the entire discounted Repayment Value amount, assessed at the rate published by the City of Portland Office of Management and Finance at the time of Default, and computed from the date of the Notice of Default.
- (2) **Administrative fees.** PHB will charge administrative fees for processing the Default, based on the fee schedule in effect upon the date of the Notice of Default and Demand Statement;
- (3) **Default Notice Fee.** PHB may assess a Default Notice Fee;
- (4) **Default Daily Penalty.** PHB may assess a Default Daily Penalty; and

- (5) **Additional fees.** The City may pursue any action available at law, in equity, or otherwise, including but not limited to foreclosure, court injunction, or receivership if the financial penalties are not paid. Failure to pursue penalties by PHB is not a waiver of the MULTE Program requirements or MULTE Agreement.
- (6) **Cross Default.** If a Default causes Owner to be in Default under more than one program administered by the Development Incentives team, PHB may treat multiple defaults as a single default for the purpose of calculating the administrative fees, Default Notice Fees and Default Daily Penalties.
- (7) **Penalties and fees payment and release.** After Owner has paid all penalties and fees PHB will release the Building's MULTE Agreement.

## H. Communication

### 1. Buildings with Restricted Rental Units

- (1) **Building permit review process.** All notifications, applications, requests and communications prior to and during the building permit application review process should be sent to:

[Inclusionary-Housing@portlandoregon.gov](mailto:Inclusionary-Housing@portlandoregon.gov); or

Portland Housing Bureau c/o Inclusionary Housing Team  
1900 SW 4<sup>th</sup> Ave, Suite 7007  
Portland, Oregon 97201

- (2) **Construction & active leasing.** All notifications, applications, requests and communications during the construction of the building and throughout the Compliance Period should be sent to:

[assetmanagement@portlandoregon.gov](mailto:assetmanagement@portlandoregon.gov); or

Portland Housing Bureau c/o RAC Team  
1900 SW 4<sup>th</sup> Ave, Suite 7007  
Portland, Oregon 97201

### 2. Restricted Homeownership Units

- (1) **Building permit review process.** All notifications, applications, requests and communications prior to the initial sale to a qualified Homeowner should be sent to:

[Inclusionary-Housing@portlandoregon.gov](mailto:Inclusionary-Housing@portlandoregon.gov); or

Portland Housing Bureau c/o Inclusionary Housing Team  
1900 SW 4<sup>th</sup> Ave, Suite 7007  
Portland, Oregon 97201

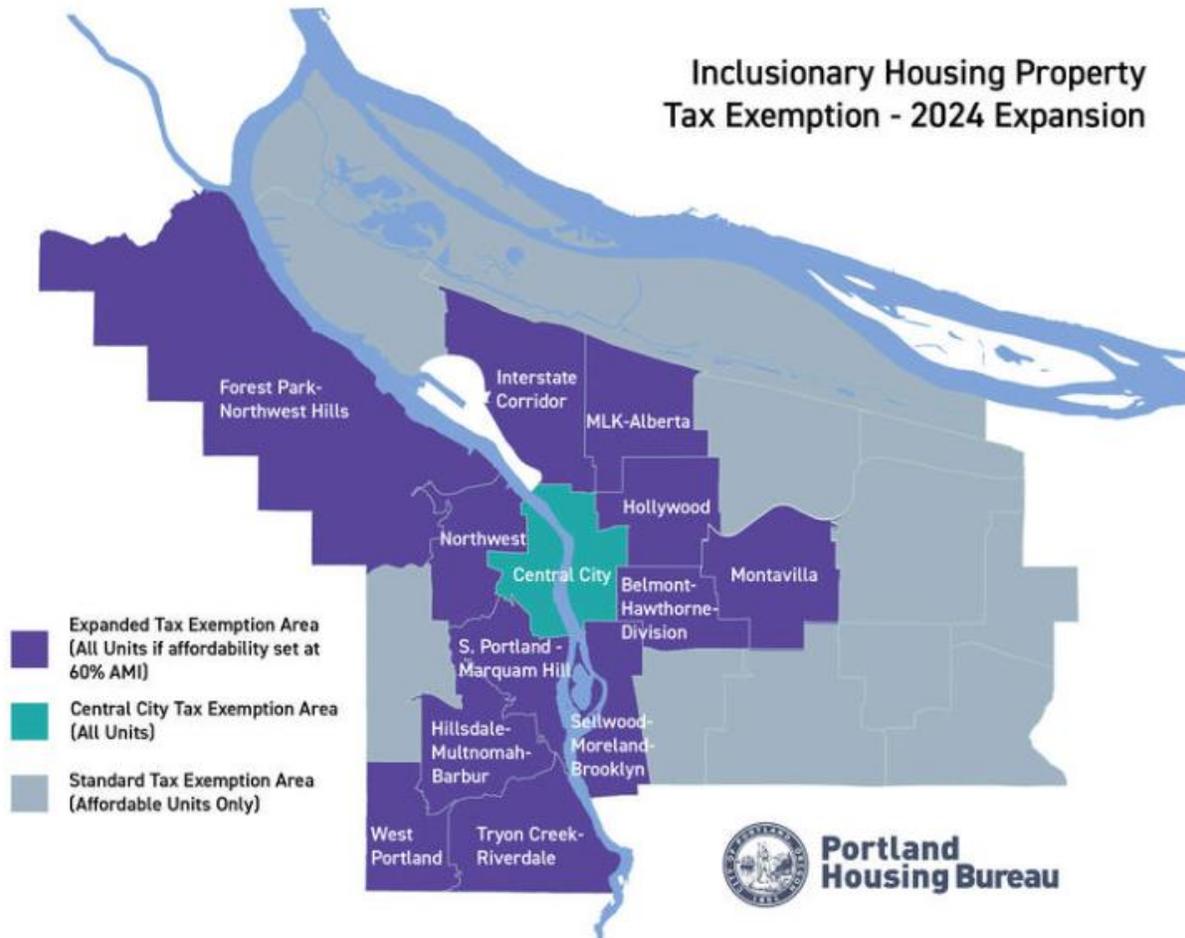
- (2) **Initial sale & subsequent sales.** All notifications, applications, requests and communications following the sale of the Restricted Homeownership Unit to the first Homeowner and throughout the duration of the Compliance Period should be sent to:

[indirect@portlandoregon.gov](mailto:indirect@portlandoregon.gov); or

Portland Housing Bureau c/o Development Incentives Team  
1900 SW 4<sup>th</sup> Ave, Suite 7007  
Portland, Oregon 97201

## Appendix A- Eligible Neighborhood Analysis Areas

To determine if a particular property falls within the eligible expanded MULTE geography visit [Portlandmaps.com](http://Portlandmaps.com) and enter the property address into the search bar. Under “Property” select “Zoning”. When that page populates scroll down to the header that reads “Development Areas” under which there is a line that reads “MULTE Eligibility Area”. If the result reads “Yes” the property is within the boundaries or the eligible expanded MULTE geography.





## Appendix C- Example: Tenant Income Certification

|  |  |                       |
|--|--|-----------------------|
| <b>TENANT INCOME CERTIFICATION</b>             |  | Move-In Date: _____   |
| <input type="checkbox"/> Initial Certification | <input type="checkbox"/> Recertification | Effective Date: _____ |
| <input type="checkbox"/> Other _____           |  |                       |

| PART I. DEVELOPMENT DATA |               |                      |
|--------------------------|---------------|----------------------|
| Property Name: _____     | County: _____ | BIN: _____           |
| Address: _____           | Unit #: _____ | # of Bedrooms: _____ |

| PART II. HOUSEHOLD COMPOSITION |           |            |                |                               |      |           |                   |               |                            |                      |
|--------------------------------|-----------|------------|----------------|-------------------------------|------|-----------|-------------------|---------------|----------------------------|----------------------|
| HHI Mbr #                      | Last Name | First Name | Middle Initial | Relation to Head of Household | Race | Ethnicity | Disabled (Yes/No) | Date of Birth | Full Time Student (Yes/No) | Last 4 Digits of SSN |
| 1                              |           |            |                |                               |      |           |                   |               |                            |                      |
| 2                              |           |            |                |                               |      |           |                   |               |                            |                      |
| 3                              |           |            |                |                               |      |           |                   |               |                            |                      |
| 4                              |           |            |                |                               |      |           |                   |               |                            |                      |
| 5                              |           |            |                |                               |      |           |                   |               |                            |                      |
| 6                              |           |            |                |                               |      |           |                   |               |                            |                      |
| 7                              |           |            |                |                               |      |           |                   |               |                            |                      |

| PART III. GROSS ANNUAL INCOME                                |                         |                                |                           |                  |
|--|-------------------------|--------------------------------|---------------------------|------------------|
| HHI Mbr #  | (A) Employment or Wages | (B) Social Security / Pensions | (C) Public Assistance     | (D) Other Income |
|  |                         |                                |                           |                  |
|  |                         |                                |                           |                  |
|  |                         |                                |                           |                  |
|  |                         |                                |                           |                  |
|  |                         |                                |                           |                  |
| <b>TOTALS</b>  |                         |                                |                           |                  |
| Add totals from above, (A) - (D), to determine total income. |                         |                                | <b>TOTAL INCOME (E) =</b> |                  |

| PART IV. INCOME FROM ASSETS                                      |                   |                      |                                       |                              |
|--|-------------------|----------------------|---------------------------------------|------------------------------|
| HHI Mbr #  | (F) Type of Asset | (G) C/I              | (H) Cash Value of Asset               | (I) Annual Income from Asset |
|  |                   |                      |                                       |                              |
|  |                   |                      |                                       |                              |
|  |                   |                      |                                       |                              |
|  |                   |                      |                                       |                              |
| Current Passbook Rate %  |                   |                      | <b>TOTALS</b>                         |                              |
| Enter Column (H)   |                   | IMPUTED INCOME (J) = |                                       |                              |
| Total (If over \$5,000) \$ _____ X .06% = \$ _____               |                   | (J)                  |                                       |                              |
| Enter the greater of: Total of column (I) or Imputed Income (J). |                   |                      | <b>TOTAL INCOME FROM ASSETS (K) =</b> |                              |

|               |   |  |
|---------------|---|--|
| Add (E) + (K) | <b>TOTAL ANNUAL HOUSEHOLD INCOME FROM ALL SOURCES (L) =</b> |  |
|---------------|---|--|

**HOUSEHOLD CERTIFICATION & SIGNATURES**

I/we have provided for each person(s) set forth in Part II acceptable verification of current anticipated annual income and assets. I/we agree to notify the landlord immediately if there are changes to the household composition or if any member becomes a full time student during the course of this tenancy. I/we will report any changes in income or household composition that occurs between the time this form is signed and the date it takes effect.

Under penalties of perjury, I/we certify that the information presented above is true and correct to the best of my/our knowledge and belief. I/we further understand that providing false representations (to include misleading or incomplete information) herein constitutes an act of fraud and may result in the termination of my/our lease.

|                    |                |                    |                |
|--------------------|----------------|--------------------|----------------|
| Resident Signature | Signature Date | Resident Signature | Signature Date |
| Resident Signature | Signature Date | Resident Signature | Signature Date |

Effective Date of Income Certification: \_\_\_\_\_ Household Size at Certification: \_\_\_\_\_

**PART V. DETERMINATION OF INCOME ELIGIBILITY**

TOTAL ANNUAL HOUSEHOLD INCOME FROM ALL SOURCES: From item (L) on page 1 **\$** \_\_\_\_\_

RECERTIFICATION ONLY:  
 Household Income at Move-in: \$ \_\_\_\_\_  
 Household Size at Move-in: \_\_\_\_\_  
 Current Income Limit Per Family Size: \$ \_\_\_\_\_  
 Incomes Rising in Place Limit: \$ \_\_\_\_\_  
 Household Meets Income Restriction at:  
 60%  50%  40%  30%  \_\_\_\_\_ %  
 Household Income Exceeds Rising in Place Limit at Recertification:  Yes  No

**PART VI. RENT**

Tenant Paid Rent (TP) \$ \_\_\_\_\_ Other non-optional charges \$ \_\_\_\_\_  
 Utility Allowance (UA) \$ \_\_\_\_\_ Rent Assistance\*: \$ \_\_\_\_\_  
 (\*For LIHTC/HOME units only, include as GROSS RENT)

GROSS RENT FOR UNIT: (TP + UA + Other non-optional charges) **\$** \_\_\_\_\_

Unit Meets Rent Restriction at:  
 60%  50%  40%  30%  \_\_\_\_\_ %

Maximum Rent Limit for this unit: \$ \_\_\_\_\_

**PART VII. STUDENT STATUS**

ARE ALL OCCUPANTS FULL TIME STUDENTS?  
 Yes\*  No

If yes, enter student exemption\*  
 Enter Exemption: \_\_\_\_\_

\*Student Exemptions:  
 1. TANF assistance  
 2. Job Training Program  
 3. Single parent/dependent child  
 4. Married/joint return  
 5. Previous Foster Care Assistance  
 6. **HMULTE/SDC**: All students meet eligibility criteria outlined in section 3-1.3.B.3 of HUD Handbook 4350.3

**PART VIII. PROGRAM TYPE**

Mark the program(s) listed below (a. through e.) for which this household's unit will be counted toward the property's occupancy requirements. Under each program marked, indicate the household's income status as established by this certification/recertification.

|   |   |  |   |   |
|---|---|--|---|---|
| <input type="checkbox"/> <b>a. Tax Credit</b> | <input type="checkbox"/> <b>b. HOME</b> | <input type="checkbox"/> <b>c. Risk-Rating Tax Exempt Bond/Co-fund</b> | <input type="checkbox"/> <b>d. HDQIP/Dev-Paid GRAPES+CPRE</b> | <input type="checkbox"/> <b>e. _____</b><br>(Name of Program) |
| <b>Income Status</b>                          | <b>Income Status</b>                    | <b>Income Status</b>   | <b>Income Status</b>  | <b>Income Status</b>  |
| <input type="checkbox"/> 50% MFI              | <input type="checkbox"/> 50% MFI        | <input type="checkbox"/> 50% MFI                                       | <input type="checkbox"/> 50% MFI                              | <input type="checkbox"/> _____                                |
| <input type="checkbox"/> 60% MFI              | <input type="checkbox"/> 60% MFI        | <input type="checkbox"/> 60% MFI                                       | <input type="checkbox"/> 60% MFI                              | <input type="checkbox"/> _____                                |
| <input type="checkbox"/> 80% MFI              | <input type="checkbox"/> 80% MFI        | <input type="checkbox"/> 80% MFI                                       | <input type="checkbox"/> 80% MFI                              | <input type="checkbox"/> _____                                |
| <input type="checkbox"/> OI**                 | <input type="checkbox"/> OI**           | <input type="checkbox"/> OI**  | <input type="checkbox"/> OI**                                 | <input type="checkbox"/> OI**                                 |

\*\*Upon recertification, household was determined over-income (OI) according to eligibility requirements of the program(s) marked above.

**SIGNATURE OF OWNER/REPRESENTATIVE**

Based on the representations herein and upon the proof and documentation required to be submitted, the individual(s) named in Part II of this Tenant Income Certification is/are eligible to live in an income/rent-restricted unit in this Project.

\_\_\_\_\_  
 Printed Name of Owner/Representative

\_\_\_\_\_  
 Signature of Owner/Representative

\_\_\_\_\_  
 Signature Date