

## Chapter 10

### HOUSING QUALITY STANDARDS AND INSPECTIONS

[24 CFR 982.401]

#### **INTRODUCTION**

Housing Quality Standards (HQS) are the HUD minimum quality standards for tenant-based programs. HQS standards are required both at initial occupancy and during the term of the lease. HQS standards apply to the building and premises, as well as the unit. Newly leased units must pass the HQS inspection before the beginning date of the assisted lease and HAP contract.

The PHA will inspect each unit under contract at least annually. The PHA will also have an inspection supervisor perform quality control inspections on the number of files required for file sampling by SEMAP annually to maintain the PHA's required standards and to assure consistency in the PHA's program. This Chapter describes the PHA's procedures for performing HQS and other types of inspections and PHA standards for the timeliness of repairs. It also explains the responsibilities of the owner and family and the consequences of non-compliance with HQS requirements for both families and owners. The use of the term "HQS" in this Administrative Plan refers to the combination of both HUD and PHA requirements. (See the additions to HQS listed under "Acceptability Criteria and Exceptions to HQS" later in this chapter.)

#### **A. GUIDELINES/TYPES OF INSPECTIONS** [24 CFR 982.401(a), 982.405]

The PHA has adopted local requirements of acceptability in addition to those mandated by the HUD Regulations.

Efforts will be made at all times to encourage owners to provide housing above HQS minimum standards. The PHA will not promote any additional acceptability criteria, which is likely to adversely affect the health or safety of participant families or severely restrict housing choice.

All utilities must be in service prior to the effective date of the HAP contract. If the utilities are not in service at the time of inspection, the Inspector will notify the tenant or owner (whomever is responsible for the utilities according to the RFAT) to have the utilities turned on. The Inspector will schedule a reinspection or the owner and tenant may both certify that the utilities are on.

If the tenant is responsible for supplying the stove and/or the refrigerator, the PHA will allow the stove and refrigerator to be placed in the unit after the unit has passed all other HQS. The family must then certify that the appliances are in the unit and working. The PHA may conduct a reinspection.

There are five types of inspections the PHA will perform:

1. Initial/Move-in: Conducted upon receipt of Request for Approval of Tenancy.

2. Annual: Must be conducted within twelve months of the last annual inspection.
3. Move-Out/Vacate (for pre 10/2/95 contracts where there could be damage claims)
4. Special/Complaint: At request of owner, family or an agency or third-party.
5. Quality Control

**B. INITIAL HQS INSPECTION [24 CFR 982.401(a)]**

**Timely Initial HQS Inspection**

The PHA will inspect the unit, determine whether the unit satisfies the HQS and notify the family and owner of the determination within five working days after the family and the owner have submitted a request for approval of tenancy.

The same five working day clock will be suspended during any period when the unit is not available for inspection.

The PHA will include “date unit available for inspection” on the RFAT form. This date will determine whether the PHA will be required to meet the same five working day requirement or whether the PHA will suspend the same five working day period because the unit is not available for inspection until after the same five working day period.

For file audit purposes, the PHA will note in each tenant file, the date on which the unit first became available for inspection according to information obtained from the RFAT.

The PHA will inspect the unit, determine whether the unit satisfies the HQS and notify the family and owner of the determination within 15 days unless the HQS Supervisor determines that it is unable to do so in the stated timeframe, in which case the file will be appropriately documented.

The PHA will make every reasonable effort to conduct initial HQS inspections for the family and owner in a manner that is time efficient and indicative of good customer service.

The PHA will perform a semiannual review of the average time required for a family and owner to have a unit inspected from the time the RFAT is submitted by the family and owner to the PHA.

If the PHA determines after a semiannual review of files that the average time for a family and owner to obtain an initial inspection is longer than 15 days, the PHA will review staffing needs relevant to HQS inspection.

The Initial Inspection will be conducted to:

Determine if the unit and property meet the HQS defined in this Plan.

Document the current condition of the unit as to assist in future evaluations whether the condition of the unit exceeds normal wear and tear.

Document the information to be used for determination of rent-reasonableness.

If the unit fails the initial Housing Quality Standards inspection, the family and owner will be advised to notify the PHA once repairs are completed.

On an initial inspection, the owner will be given up to 30 days to correct the items noted as Fail, at the Inspector's discretion, depending on the amount and complexity of work to be done.

The owner will be allowed up to one reinspection for repair work to be completed.

If the time period given by the Inspector to correct the repairs has elapsed or the maximum number of failed reinspections has occurred, the family must select another unit.

### **C. ANNUAL HQS INSPECTIONS** [24 CFR 982.405(a)]

The PHA conducts an inspection in accordance with Housing Quality Standards at least annually, 30 days prior to the last annual inspection, so that the inspections are conducted at least annually, as required by SEMAP. Special inspections may be scheduled between anniversary dates.

HQS deficiencies, which cause a unit to fail, must be corrected by the landlord unless it is a fail for which the tenant is responsible.

The family must allow the PHA to inspect the unit at reasonable times with reasonable notice. [24 CFR 982.51 (d)]

Inspections will be conducted on business days only.

Reasonable hours to conduct an inspection are between 8 a.m. and 5 p.m.

The PHA will notify the family in writing or by phone at least ten days prior to the inspection.

**Inspection:** The family and owner are notified of the date and time of the inspection appointment by mail or phone. If the family is unable to be present, they must reschedule the appointment so that the inspection is completed within ten days.

If the family does not contact the PHA to reschedule the inspection or if the family misses two inspection appointments, the PHA will consider the family to have violated a Family Obligation and their assistance will be terminated in accordance with the termination procedures in the Plan. The family will be allowed to miss two appointments without violating a family obligation.

**Reinspection:** The family and owner are provided a notice of the inspection appointment by mail. If the family is not at home for the reinspection appointment, a card will be left at the unit and another appointment is automatically scheduled. The appointment letter contains a warning of abatement (in the case of owner responsibility), and a notice of the owner's responsibility to notify the family.

The family is also notified that it is a Family Obligation to allow the PHA to inspect the unit. If the family was responsible for a breach of HQS identified in the "Denial or Termination of Assistance" chapter of this Administrative Plan, they will be advised of their responsibility to correct.

### **Time Standards for Repairs**

Emergency items which endanger the family's health or safety must be corrected by the owner within 24 hours of notification. (See Emergency Repair Items section).

For non-emergency items, repairs must be made within 30 days.

For major repairs, the Assistant Director may approve an extension beyond 30 days.

### **Rent Increases**

Rent to owner increases may not be approved if the unit is in a failed condition.

### **D. MOVE OUT/VACATE**

A move out inspection will be performed only at the landlord's request if claim is to be submitted for contracts effective before 10/2/95.

### **E. SPECIAL/COMPLAINT INSPECTIONS** [24 CFR 982.405(c)]

If at any time the family or owner notifies the PHA that the unit does not meet Housing Quality Standards, the PHA will conduct an inspection.

The PHA may also conduct a special inspection based on information from third parties such as neighbors or public officials.

The PHA will inspect only the items which were reported, but if the Inspector notices additional deficiencies that would cause the unit to fail HQS, the responsible party will be required to make the necessary repairs.

If the annual inspection date is within 120 days of a special inspection and as long as all items are inspected that are included in an annual inspection, the special inspection will be categorized as annual and all annual procedures will be followed.

**F. QUALITY CONTROL INSPECTIONS** [24 CFR 982.405(b)]

Quality Control inspections will be performed by the HQS Coordinator, Assistant Director or designee on the number of files required by SEMAP. The purpose of Quality Control inspections is to ascertain that each inspector is conducting accurate and complete inspections and to ensure that there is consistency among inspectors in application of the HQS.

The sampling of files will include recently completed inspections (within the prior 3 months), a cross-section of neighborhoods and a cross-section of inspectors.

**G. ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS** [24 CFR 982.401 (a)]

The PHA adheres to the acceptability criteria in the program regulations with the additions described below.

Additions

Walls:

In areas where plaster or drywall is sagging, severely cracked or otherwise damaged, it must be repaired or replaced.

Any exterior or interior surfaces with peeling or chipping paint must be scraped and painted with two coats of unleaded paint or other suitable material.

Windows:

All window sashes must be in good condition, solid and intact and fit properly in the window frame. Damaged or deteriorated sashes must be replaced.

Windows must be weatherstripped as needed to ensure a watertight seal.

Window screens must be in good condition. (Applies only if screens are present).

Any room for sleeping must have a window.

Doors:

All exterior doors must be weather-tight to avoid any air or water infiltration, be lockable, have no holes, have all trim intact and have a threshold.

All interior doors must have no holes, have all trim intact and be openable without the use of a key.

**All exterior doors must have dead bolt locks.**

#### Floors:

All wood floors must be sanded to a smooth surface and sealed. Any loose or warped boards must be resecured and made level. If they cannot be leveled, they must be replaced.

All floors must be in a finished state (no plywood).

All floors should have some type of baseshoe, trim or sealing for a "finished look." Vinyl baseshoe may be used for kitchens and bathrooms.

#### Sinks:

All sinks and commode water lines must have shut off valves, unless faucets are wall mounted.

All worn or cracked toilet seats and tank lids must be replaced and toilet tank lid must fit properly.

All sinks must have functioning stoppers.

#### Security:

If window security bars or security screens are present on emergency exit window, they must be equipped with a quick release system. The owner is responsible for ensuring that the family is instructed on the use of the quick release system.

Owners are responsible for providing and replacing old batteries for battery powered units. Tenants will be instructed not to tamper with smoke detectors or remove batteries.

#### Bedrooms:

Bedrooms in basements or attics are not allowed unless they meet local code requirements and must have adequate ventilation and emergency exit capability.

Minimum bedroom ceiling height is 7'6" or local code, whichever is greater. Sloping ceilings may not slope to lower than five feet in the 70 square foot area.

## **Roofs:**

**The roof must be structurally sound and weathertight. Conditions, which would require a FAIL rating, include:**

- **Serious buckling or sagging, indicating the potential for structural collapse;**
- **Holes or other defects which would allow significant amounts of air or water to enter the unit;**
- **Large patches of missing shingles;**
- **Water damage to interior ceilings (indicating leaks);**
- **Chipping of asphalt shingles or other asphalt roofing material, or loose roofing material that may fall and create a health hazard for young children and neighbors.**

## Modifications

Modifications or adaptations to a unit due to a disability must meet all applicable HQS and building codes.

Extension for repair items not required by HQS will be granted for modifications/adaptations to the unit if agreed to by the tenant and landlord. PHA will allow execution of the HAP contract if unit meets all requirements and the modifications do not affect the livability of the unit.

## **H. EMERGENCY REPAIR ITEMS** [24 CFR 982.401(a)]

The following items are considered of an emergency nature and must be corrected by the owner or tenant (whoever is responsible) within 24 hours of notice by the Inspector:

Lack of security for the unit

Waterlogged ceiling in imminent danger of falling

Major plumbing leaks or flooding

Natural gas leak or fumes

Electrical problem which could result in shock or fire

No heat when outside temperature is below 35 degrees Fahrenheit and temperature inside unit is below 60 degrees Fahrenheit.

Utilities not in service

No running hot water

Broken glass where someone could be injured

Obstacle which prevents tenant's entrance or exit

Lack of functioning toilet

The PHA may give a short extension (not more than 24 additional hours) whenever the responsible party cannot be notified or it is impossible to effect the repair within the 24-hour period.

In those cases where there is leaking gas or potential of fire or other threat to public safety and the responsible party cannot be notified or it is impossible to make the repair, proper authorities will be notified by the PHA.

If the emergency repair item(s) are not corrected in the time period required by the PHA and the owner is responsible, the housing assistance payment will be abated and the HAP contract will be terminated.

If the emergency repair item(s) are not corrected in the time period required by the PHA and it is an HQS breach, which is a family obligation, the PHA will terminate the assistance to the family.

### **Smoke Detectors**

Inoperable smoke detectors are a serious health threat and will be treated by the PHA as an emergency (24-hour) fail item.

If the smoke detector is not operating properly the PHA will contact the owner by phone and request the owner to repair the smoke detector within 24 hours. The PHA will reinspect the unit the following day.

If the PHA determines that the family has purposely disconnected the smoke detector (by removing batteries or other means), the family will be required to repair the smoke detector within 24 hours and the PHA will reinspect the unit the following day.

The PHA will issue a written warning to any family determined to have purposely disconnected the unit's smoke detector. Warning will state that deliberate disconnection of the unit's smoke detector is a health and fire hazard and is considered a violation of the HQS.

**I. CONSEQUENCES IF OWNER IS RESPONSIBLE (NON-EMERGENCY ITEMS)**  
[24 CFR 982.405, 982.453]

When it has been determined that a unit on the program fails to meet Housing Quality Standards, and the owner is responsible for completing the necessary repair(s) in the time period specified by the PHA, the assistance payment to the owner will be abated.

**Abatement**

A Notice of Abatement will be sent to the owner and the abatement will be effective from the day after the date of the failed inspection. The notice is generally for 30 days, depending on the nature of the repair(s) needed.

The PHA will inspect abated units within five days of the owner's notification that the work has been completed.

If the owner makes repairs during the abatement period, payment will resume on the day the unit passes inspection.

The PHA will advise owners of their responsibility to notify the tenant of when the reinspection will take place.

No retroactive payments will be made to the owner for the period of time the rent was abated and the unit did not comply with HQS. The notice of abatement states that the tenant is not responsible for the PHA's portion of rent that is abated.

**Extension**

The PHA will grant an extension in lieu of abatement in the following cases:

The owner has a good history of HQS compliance.

The failed items are minor in nature.

There is an unavoidable delay in completing repairs due to difficulties in obtaining parts or

contracting for services.

The owner makes a good faith effort to make the repairs.

The repairs are expensive (such as exterior painting or roof repair) and the owner needs time to obtain the funds.

The repairs must be delayed due to climate conditions.

The extension will be made for a period of time not to exceed 30 days. At the end of that time, at the PHA's discretion, if the work is not completed or substantially completed, the PHA will begin the abatement.

### **Termination of Contract**

If the owner is responsible for repairs, and fails to correct all the deficiencies cited prior to the end of the abatement period, the owner will be sent a HAP Contract Proposed Termination Notice. Prior to the effective date of the termination, the abatement will remain in effect.

If repairs are completed before the effective termination date, the termination may be rescinded by the PHA if the tenant chooses to remain in the unit. Only one Housing Quality Standards inspections will be conducted after the termination notice is issued.

### **J. DETERMINATION OF RESPONSIBILITY** [24 CFR 982.404, 982.54(d)(14)]

Certain HQS deficiencies are considered the responsibility of the family:

Tenant-paid utilities not in service.

Failure to provide or maintain family-supplied appliances.

Damage to the unit or premises caused by a household member or guest beyond normal wear and tear.

“Normal wear and tear” is defined as items which could be charged against the tenant's security deposit under state law or court practice.”

The owner is responsible for all other HQS violations.

The owner is responsible for vermin infestation even if caused by the family's living habits. However, if such infestation is serious and repeated, it may be considered a lease violation and the owner may evict for serious or repeated violation of the lease. The PHA may terminate the family's assistance on that basis.

The inspector will make a determination of owner or family responsibility during the inspection. The

owner or tenant may appeal this determination to a mediator within ten days of the inspection.

If the family is responsible but the owner carries out the repairs, the owner will be encouraged to bill the family for the cost of the repairs and the family's file will be noted.

**K. CONSEQUENCES IF FAMILY IS RESPONSIBLE** [24 CFR 982.404(b)]

If emergency or non-emergency violations of HQS are determined to be the responsibility of the family, the PHA will require the family make any repair(s) or corrections within 30 days. If the repair(s) or correction(s) are not made in this time period, the PHA will terminate assistance to the family, after providing an opportunity for an informal hearing. Extensions in these cases must be approved by the Assistant Director. The owner's rent will not be abated for items, which are the family's responsibility.

If the tenant is responsible and corrections are not made, the HAP Contract will terminate when assistance is terminated.