

HQS Procedure Manual

REV. 10/2017

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 to 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 biennially. The PHA will also have a company that specializes in HQS or a 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 manual describes the PHA's procedures for performing HQS and other types of inspections, and standards for the timeliness of repairs. It also describes the consequences of failed Housing Quality Standards and processing an increase in contract rent.

LMHA's inspections are scheduled by the Administrative Assistant – Inspection Schedulers. They schedule for all inspections regardless of type. They are also responsible for updating the Rent Reasonableness records. At the time of the inspection, someone 18 or over must be present during the inspection. Also, the inspector is not permitted to access the unit via a lock box or spare key. (10/2017)

A. MAKING DAILY SCHEDULES

For the complete procedure on how to make the daily schedule, please refer to **APPENDIX 1**.

Once the inspectors return with completed inspections, there is a process of uploading inspections so that landlords and tenants are notified of the findings.

For the complete procedure on processing daily inspection books, please refer to **APPENDIX 2**.

B. INITIAL HQS INSPECTION

LMHA is required to inspect the unit to determine if the unit satisfies the HQS and notify the family and owner of the determination within 15 days after the family and the owner have submitted a request for tenancy approval. The same 15 day clock will be suspended during any period when the unit is not available for inspection.

For the complete procedure on how to schedule the initial inspections, please refer to **APPENDIX 3**.

Once the unit has passed inspection, we are required to perform rent reasonableness to determine if the contract rent requested by the owner is reasonable. The LMHA inspectors perform this process after the unit has passed inspection. Once the rent has been determined reasonable and the HCVP supervisor signs off, the information is updated on the Rent Reasonable (RR) card.

Once the Occupancy Specialist has entered the lease and contract information into the system, we update the RR card. For the complete procedure on completing the RR card, please refer to **APPENDIX 4**.

C. BIENNIAL HQS INSPECTIONS

LMHA conducts an inspection at least biennially. Inspections will be scheduled at least 364 days from the last inspection.

Inspections should be scheduled and letters printed and mailed at least two weeks prior to the annual inspection date.

For the complete procedure on how to schedule the annual inspections, please refer to **APPENDIX 5**.

SELF CERTIFICATION OF DEFICIENCIES

There are times when the inspector finds a few minor items that do not meet HQS. The PHA will accept an owner and tenant certification as proof that certain deficiencies have been repaired without having a physical re-inspection. This is only the case when three (3) or less of the following items fail. This includes any of the following deficiencies:

Missing light globe
Missing 3rd floor escape ladder
Owner-provided stove burner or oven not working
Torn/missing screen on window or door
Inside door knob assembly missing/broken for *bathroom doors*
Storm door plunger broken
Dishwasher or garbage disposal repair/remove
Bathroom ceiling vent fan install/repair

Broken drain stoppers
Missing/broken refrigerator door gasket
Closet door off track
Street number not present and/or visible from street
High grass (see explanation below)
Tub caulking missing
Mold-like substance in area
Heat registers not secured

Lorain County consists of many cities, each with their own standard for lawn maintenance. The PHA will determine that a violation has occurred if a unit's grass is higher than 12 inches contingent upon that city's code. If the city in which a unit is located has a violation code that is less than 12 inches, the PHA will adopt that city's definition of high grass.

A failed item for which the owner/tenant has a receipt verifying the item/part is on order

The owner and tenant must certify the repair has been made. The PHA will not need to perform a re-inspection but reserves the right to perform a re-inspection if there is just cause. (eff 1/12)

Time Standards for Repairs

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

For non-emergency items, repairs must be made within 30 days. **The PHA has the discretion to require that some items be repaired within a time period of two weeks. i.e. infestation.** For information on extensions or exceptions to timeframe, see page 19 and 20.

For major repairs, the HCV Manager or Assistant Manager must approve an extension beyond 30 days.

D. SPECIAL/COMPLAINT INSPECTIONS

These types of inspections are scheduled as a result of someone reporting a deficiency at the unit. This includes being notified by the family, owner or any third party such as neighbors or public officials. With this inspection, LMHA will only inspect the deficiencies that were reported. However, 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.

For the complete procedure on how to schedule the special inspections, please refer to **APPENDIX 6**.

E. QUALITY CONTROL INSPECTIONS

LMHA is required to perform quality control inspections for SEMAP purposes. The majority of these inspections are outsourced to an agency that conducts them. We are currently contracted with The Inspection Group.

For the complete procedure on how to schedule the HQC inspections, please refer to **APPENDIX 7**.

F. ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS

The PHA adheres to the acceptability criteria in the program regulations, **local codes and the additions described below.**

Housing Quality Standards with corresponding location codes per HUD form 52580-A:

Living Room

If the unit is an efficiency apartment, consider the living room present.

1.2 Electricity

There must be at least two working outlets or one working outlet and one working light fixture.

All hanging light fixtures designed to have a globe, must have a globe. Missing or broken globes will be considered an HQS deficiency.

In order to qualify, the outlets must be present and properly installed in the baseboard, wall or floor of the room. Do not count a single duplex receptacle as two outlets, i.e., there must be two of these in the room, or one of these plus a permanently installed ceiling or wall light fixture.

Both the outlets and/or the light must be working. Usually, a room will have sufficient lights or electrical appliances plugged into outlets to determine workability. Be sure light fixture does not fail just because the bulb is burned out. (HUD-52580-A)

Wires running down the side of a 2x4 board do not have to be in conduit. Wires running down the face of the wall/board must be in conduit. (10/2017)

1.3 Electrical Hazards

The room must be free of electrical hazards.

Examples of what this means: broken wiring; non-insulated wiring; frayed wiring; improper types of wiring, connections or insulation; wires lying in or located near standing water or other unsafe places; light fixture hanging from electric wiring without other firm support or fixture; missing cover plates on switches or outlets; badly cracked outlets; exposed fuse box connections (missing door); overloaded circuits evidenced by frequently “blown” fuses (ask the tenant). (HUD-52580-A)

The GFCI does not need to be grounded if it trips “off” when button is pushed. (10/2017)

Check “Inconclusive” if you are uncertain about severity of the problem and seek expert advice. (HUD-52580-A)

1.4 Security

All windows and **entry** doors that are accessible from the outside must be lockable. **Storm doors do not require a handle. Broken handles must be repaired due to health and safety hazard. (10/2017)**

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

All interior doors must have no large holes and have all trim intact.

If window security bars or security screens are present on an 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.

“Accessible to outside” means: doors open to the outside or to a common public hall; windows accessible from the outside (e.g. basement and first floor); windows or doors leading onto a fire escape, porch or other outside place that can be reached from the ground. (HUD-52580-A)

“Lockable” means: the window or **entry** door has a properly working lock, or is nailed shut, or the window is not designed to be opened. A storm window lock that is working properly is acceptable. Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire. (HUD-52580-A)

Bi-fold doors: if hinge is secure, pass with comment even if the door doesn't fold the way it's supposed to. (10/2017)

1.5 Window Condition

There must be at least one window and all windows must be free of signs of severe deterioration or missing/broken panes. (HUD-52580-A)

All window sashes must be in good condition, solid and intact, and fit properly in the window frame. Windows must operate and stay open on their own without the use of a prop. (10/2017)

There must be at least one properly fitted screen in good condition per habitable room with openable window(s) (HUD approved 9/9/83). Holes or tears in metal screens pose a cutting hazard and constitutes a failed HQS (3/08).

“Severe deterioration” means that the window no longer has the capacity to keep out the wind and the rain or is a cutting hazard. Examples are: missing or broken-out panes; dangerously loose cracked panes; windows that will not close; windows that, when closed, do not form a reasonably tight seal. (HUD-52580-A)

If there is only “moderate deterioration” of the windows, the item should “Pass”. “Moderate deterioration” means windows which are reasonably weather-tight, but show evidence of some aging, abuse, or lack of repair. Signs of deterioration are: minor crack in window pane; splintered sill; signs of some minor rotting in the window frame or the window itself; window panes loose because of missing window putty. (HUD-52580-A)

1.6 Ceiling Condition

The ceiling must be sound and free from hazardous defects.

“Unsound or hazardous” means the presence of such serious defects that either a potential exists for structural collapse or that large cracks or holes allow significant drafts to enter the unit.

The condition includes: severe bulging or buckling; spongy, large holes; missing parts; falling or in danger of falling loose surface materials (other than paper or paint). Pass with comment ceilings that are basically sound but have some nonhazardous defects, including: small holes or cracks; missing or broken ceiling tiles; water stains; soiled surfaces; unpainted surfaces; peeling paint (except in units built prior to 1978 with children under 6).

1.7 Wall Condition

The walls must be sound and free from hazardous defects.

“Unsound or hazardous” includes: serious defects such that the structural safety of the building is threatened, such as severe buckling, bulging or leaning; damaged or loose structural members; large holes; air infiltration. Pass walls that are basically sound but have some nonhazardous

defects, including: small or shallow holes; cracks; loose or missing parts; unpainted surfaces; peeling paint (**except in units built prior to 1978 with children under 6**).

1.8 Floor Condition

The floor must be sound and free from hazardous defects. All floors must be in a finished state (no plywood).

“Unsound or hazardous” means the presence of such serious defects that a potential exists for structural collapse or other threats to safety (e.g., tripping) or large cracks or holes allow substantial drafts from below the floor. The condition includes: severe buckling or major movements under walking stress; damaged or missing parts. Pass floors that are basically sound but have some nonhazardous defects, including: heavily worn or damaged floor surface (for example, scratches or gouges in surface, missing portions of tile or linoleum, previous water damage). If there is a floor covering, also note the condition, especially if badly worn or soiled. If there is a floor covering, including paint or sealant, also note the conditions, especially if badly worn, soiled or peeling. (HUD-52580-A)

Kitchen

Dishwashers and Garbage Disposals

If the unit has a dishwasher and/or garbage disposal that is not working, we accept a self-certification for the repair. However, LMHA may pass the item with a comment if the family prefers to use the dishwasher as storage only and/or if the family confirms that the disposal need not be repaired.

2.1 Kitchen Area Present

Note: A kitchen is an area used for preparation of meals. It may be either a separate room or an area of a larger room (for example, a kitchen area in an efficiency apartment).

2.2 - 2.9 Explanation for these items is the same as that provided for “Living Room” with the following modifications:

2.2 Electricity

Note: The requirement is that at least one outlet and one permanent light fixture are present and working.

2.5 Window Condition

Note: The absence of a window does not fail this item in the kitchen. If there is no window, check “Pass.”

2.10 Stove or Range with Oven

There must be a working oven, and a stove with top burners that work. **Exceptions are listed below.** If no oven and stove are present, there may be a microwave. A microwave oven may be used as a permanent cooking apparatus providing tenant’s approval.

Both an oven and a stove (or range) with top burners must be present and working. **Exceptions are listed below.** If either is missing and you know that the owner is responsible for supplying these appliances, check "Fail." Put check in "Inconclusive" column if the tenant is responsible for supplying the appliances and he or she has not yet moved in. Contact tenant or prospective tenant to gain verification that facility will be supplied and is in working condition (**family must sign and return certification**). Hot plates are not acceptable substitutes for these facilities without an approved reasonable accommodation. (10/2017)

An oven is not working if it will not heat up. To be working a stove or range must have all burners working and knobs to turn them off and on. Under "working condition," also look for hazardous gas hook-ups evidenced by strong gas smells; these should fail. (Be sure that this condition is not confused with an unlit pilot light -a condition that should be noted, but does not fail.) **Drip pans for electric stoves are required due to fire hazard.**

If both an oven and a stove or range are present, but the gas or electricity are turned off, the HA will not pass the unit until the utility service is on. If both an oven and a stove or range are present and working, but defects exist, check "Pass" and note these to the right of the form. Possible defects are marked, dented, or scratched surfaces; cracked burner ring; limited size relative to family needs.

A microwave oven may be substituted for a tenant-supplied oven and stove (or range). A microwave oven may be substituted for an owner-supplied oven and stove (or range) if the tenant agrees and microwave ovens are furnished instead of ovens and stoves (or ranges) to both subsidized and unsubsidized tenants in the building or premises.

Determination of pass or fail for oven and/or burners on a tenant-provided stove will be "tenant preference".

Exception: Burners work but oven doesn't work. We will Pass with Comment if the oven doesn't work but there is a microwave and this is the family's preference.

2.11 Refrigerator

There must be a working refrigerator that maintains a temperature low enough so that food does not spoil over a reasonable period of time.

If no refrigerator is present, use the same criteria for marking either "Fail" or "Inconclusive" as were used for the oven and stove or range. A refrigerator is not working if it will not maintain a temperature low enough to keep food from spoiling over a reasonable period of time. If the refrigerator is present and working but defects exist, note these to the right of the form. Possible minor defects include: broken or missing interior shelving; dented or scratched interior or exterior surfaces; minor deterioration of door seal; loose door handle. **Minor defects will pass with a comment unless the defects compromise the use of the appliance.**

2.12 Sink

There must be a kitchen sink that works with hot and cold running water.

If a permanently attached kitchen sink is not present in the kitchen or kitchen area, mark "Fail." A sink in a bathroom or a portable basin will not satisfy this requirement. A sink is not working unless it has running hot and cold water from the faucets and a properly connected and properly working drain (with a "gas trap").

Broken drain stoppers must be repaired or replaced. If in the unit, it must be working.

If a working sink has defects, note this as a "Pass with Comment". Possible minor defects include: dripping faucet; marked, dented, or scratched surface; slow drain; missing drain stopper.

2.13 Space for Storage, Preparation, and Serving of Food

There must be space to store, prepare and serve food.

Some space must be available for the storage, preparation, and serving of food. If there is no built-in space for food storage and preparation, a table used for food preparation and a portable storage cabinet will satisfy the requirement. If there is no built-in space, and no room for a table and portable cabinet, check "Inconclusive" and discuss with the tenant. The tenant makes the final determination as to whether or not this space is acceptable.

If there are some minor defects, check "Pass with Comment". Possible defects include: marked, dented, or scratched surfaces; limited size relative to family needs.

Broken shelving or cabinet doors, broken drawers or cabinet hardware must be repaired or replaced.

Bathroom

Mold – Determination of Responsibility

The landlord shall be required to remove mold-like substance if it is present due to a leaky roof, faulty plumbing, missing or deteriorated caulking, ventilation or any other related issues.

The family shall be required to remove mold-like substances if there is neglect in housekeeping. The family must make an attempt to remove the mold-like substance by cleaning and properly ventilating the area.

After the family has removed the mold-like substance, the landlord will be required to make any necessary repairs. If the family states they are unable to remove the mold-like substance, the landlord will be responsible for both the removal, and any necessary repairs. If the landlord is able to remove the mold-like substance by cleaning alone, any expense relating to that action may be charged against the tenant.

3.1 Bathroom Present

There must be a bathroom.

Most units have easily identifiable bathrooms (i.e., a separate room with toilet, washbasin and tub or shower). In some cases, however, you will encounter units with scattered bathroom facilities (i.e., toilet, washbasin and tub or shower located in separate parts of the unit). At a minimum, there must be an enclosure around the toilet. In this case, count the enclosure around the toilet as the bathroom and proceed with 3.2-3.9 below, with respect to this enclosure.

The bathroom door must have operable door knobs and assembly. The striker plate is not required because the door knob will operate without it. The tongue and bolt is required because it is part of the functioning assembly. (10/2017)

Examples of full bath vs half bath. If there is a working toilet in the basement with no enclosure, this would not be counted as a ½ bath. If there is an enclosed toilet and shower or an enclosed toilet only with a utility tub nearby, this would be counted as a half bath. If there is an enclosed shower only, this would not be counted as a half bath.

3.2 - 3.9 Explanation for these items is the same as that provided for “Living Room” with the following modifications:

3.2 Electricity

Note: The requirement is that at least one permanent light fixture is present and working

3.3 Electrical Hazards

Note: In addition to the previously mentioned hazards, outlets that are located where water might splash or collect are considered an electrical hazard.

3.5 Window Condition

Note: The absence of a window does not fail this item in the bathroom (see item 3.13, Ventilation, for relevance of window with respect to ventilation). If there is no window, but a working vent system is present, check “Pass.”

Windows must operate and stay open on their own without the use of a prop. (10/2017)

3.7 Wall Condition

Note: Include under nonhazardous defects (that would pass, but should be noted) the following: broken or loose tile; deteriorated grouting at tub/wall and tub/floor joints, or tiled surfaces; water stains. All walls in a tub or shower area must be covered with ceramic tile or other material that is impervious to water to prevent water damage.

3.8 Floor Condition

Note: Include under nonhazardous defects (that would pass, but should be noted) the following: missing floor tiles; water stains.

3.10 Flush Toilet in Enclosed Room in Unit

There must be a working toilet in the unit for the exclusive private use of the tenant.

All cracked toilet seats must be replaced and fit properly.

The toilet must be contained within the unit, be in proper operating condition, and be available for the exclusive use of the occupants of the unit (i.e., outhouses or facilities shared by occupants of other units are not acceptable). It must allow for privacy. Not working means: the toilet is not connected to a water supply; it is not connected to a sewer drain; it is clogged; it does not have a trap; the connections, vents or traps are faulty to the extent that severe leakage of water or escape of gases occurs; the flushing mechanism does not function properly.

Comment if the toilet is “present, exclusive, and working,” but has the following types of defects: constant running; chipped or broken porcelain; slow draining.

3.11 Fixed Wash Basin or Lavatory in Unit

There must be a working, permanently installed wash basin with hot and cold running water in the unit.

All sinks must have proper p traps, functioning stoppers and faucets.

The wash basin must be permanently installed (i.e., a portable wash basin does not satisfy the requirement). Also, a kitchen sink cannot also serve as the bathroom wash basin. The wash basin may be located separate from the other bathroom facilities (e.g., in a hallway).

Not working means: the wash basin is not connected to a system that will deliver hot and cold running water; it is not connected to a properly operating drain; the connectors (or vents or traps) are faulty to the extent that severe leakage of water or escape of sewer gases occurs.

Comment if the wash basin is “present and working,” but has the following types of minor defects: insufficient water pressure; dripping faucets; minor leaks; cracked or chipped porcelain; slow drain (see discussion above under 3.10).

3.12 Tub or Shower in Unit

There must be a working tub or shower with hot and cold running water in the unit.

Not present means that neither a tub nor shower is present in the unit. Again, these facilities need not be in the same room with the rest of the bathroom facilities. They must, however, be private.

Not working covers the same requirements detailed above for wash basin (3.11).

Comment if the tub or shower is present and working, but has the following types of defects: dripping faucet; minor leaks; cracked porcelain; slow drain (see discussion under 3.10); absent or broken support rod for shower curtain.

3.13 Ventilation

There must be an openable window or a working vent system. If there are additional full bathrooms in the unit, we will require an exhaust fan or window.

Working vent systems include: ventilation shafts (non-mechanical vents) and electric fans. Electric vent fans must function when switch is turned on and must have a cover. (Make sure that any malfunctions are not due to the fan not being plugged in.) Note: exhaust vents must be vented to the outside, attic, or crawlspace.

Other Rooms Used for Living and Halls

Definition of "used for living" Rooms "used for living" are areas of the unit that are walked through or lived in on a regular basis. Do not include rooms or other areas that have been permanently, or near

permanently, closed off or areas that are infrequently entered. For example, do not include a utility room, attached shed, attached closed-in porch, basement, or garage if they are closed off from the

main living area or are infrequently entered. Do include any of these areas if they are frequently used (e.g., a finished basement/playroom, a closed-in porch that is used as a bedroom during summermonths). Occasional use of a washer or dryer in an otherwise unused room does not constitute regular use. Locked basements are prohibited. (10/2017)

If the unit is vacant and you do not know the eventual use of a particular room, complete an "Other Room" checklist if there is any chance that the room will be used on a regular basis. If there is no chance that the room will be used on a regular basis, do not include it (e.g., an unfinished basement) since it will be checked under "All Secondary Rooms (Rooms not used for living)".

4.1 Room Code and Room Location

Enter the appropriate room code given below:

Room Codes:

1 = Bedroom or any other room used for sleeping (regardless of type of room)

2 = Dining Room or Dining Area

3 = Second Living Room, Family Room, Den, Playroom, TV Room

4 = Entrance Halls, Corridors, Halls, Staircases

5 = Additional Bathroom (also check presence of sink trap and clogged toilet)

6 = Other

Room Location: Indicate the location of the room based on the door of entry to the unit:

right/left/center: record whether the room is situated to the right, left, or center of the unit.

front/rear/center: record whether the room is situated to the back, front or center of the unit.

floor level: identify the floor level on which the room is located.

If the unit is vacant, you may have some difficulty predicting the eventual use of a room. Before giving any room a code of 1 (bedroom), the room must meet all of the requirements for a "room

used for sleeping" (see items 4. 2 and 4.5).

4.2 - 4.9 Explanations of these items are the same as those provided for "Living Room" with the following modifications:

4.2 Electricity/Illumination

There must be at least two working outlets or one working outlet and one working permanently installed light fixture.

If the room code is not a "1," the room must have a means of natural or artificial illumination such as a permanent light fixture, wall outlet present, or light from a window in the room or near the room. If any required item is missing, check "Fail."

4.5 Window Condition

Any room used for sleeping must have at least one window. If the windows in sleeping rooms are designed to be opened, at least one window must be openable. The minimum standards do not require a window in "other rooms." Therefore, if there is no window in another room not used for sleeping, check "Pass," and note "no window" in the area for comments.

Windows must operate and stay open on their own without the use of a prop. (10/2017)

4.6 Smoke Detectors

At least one battery-operated or hard-wired smoke detector must be present and working on each level of the unit, including the basement, but not the crawl spaces and unfinished attic. If the hard-wired detector is not working, it must be covered. We will not fail for the bracket being on the ceiling/wall as long as there is a working smoke detector present. (10/2017)

Owners are responsible for providing, replacing, and maintaining smoke detectors. Tenants are responsible for replacing batteries within the smoke detectors and are instructed not to remove batteries. Tenants are also responsible for replacing smoke detectors when damage has occurred by tampering.

If the PHA determines that the family has purposely disconnected the smoke detector (by removing batteries or other means), the PHA will hold the tenant responsible for the HQS violation. Future violations will constitute termination from the program.

Missing smoke detectors must be replaced by the family. (2014)

If there are working detectors throughout the unit, the inspectors will make a note for documenting purposes.

Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). **It is industry standard that the smoke detector be installed 8 – 12 inches from walls and corners.**

If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system designed for hearing-impaired persons as specified in NFPA 74 (or successor

standards). **The family shall be responsible for the cost and installation of a smoke detector for the hearing impaired.**

If the unit was under HAP contract prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992 (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e. the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit). In this case, check "Pass" and note under comments.

Bedrooms

A bedroom must have a floor area of not less than 70 square feet, and every room occupied for sleeping purposes by more than one person will contain at least 50 square feet of floor area for each additional occupant thereof.

In cases where a sloped ceiling exists over all or part of the room, with a clear ceiling height of at least 7 feet over not less than one-third of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a clear ceiling height of 5 feet or more will be included.

Bedrooms in basements or lower levels:

The ceilings of such rooms will be in every part at least 3'6" above the surface of the street or ground outside of or adjoining the same.

There will be appurtenant to such room the use of a toilet compartment, which is properly vented to outside air.

Such room will have one or more window openings of not less than 10% of floor area, exclusive of sash frames, and will open readily to the street or yard for purposes of ventilation. (ex: a 10 x 12 room = 120 sq. ft. and requires window glass to measure at least 12 sq. ft.)

The floors and walls will be waterproof and damp-proof in accordance with an approved method if in contact with earth. Such waterproofing will be between the floor and wall finish and the ground.

No dwelling or dwelling unit containing two or more bedrooms - sleeping rooms will have such rooms arranged that access to a bathroom or toilet compartment, intended for use by occupants of more than one sleeping room, can be had only by going through another sleeping room.

Nor will room arrangements be such that access to a sleeping room can be had only by going through another sleeping room, bathroom or toilet compartment.

Building Exterior

6.1 Condition of Foundation

The foundation must be sound and free from hazard.

“Unsound or hazardous” means foundations with severe structural defects indicating the potential for structural collapse; or foundations that allow significant entry of ground water (for example, evidenced by flooding of basement).

6.2 Condition of Stairs, Rails, and Porches

All exterior stairs, rails and porches must be sound and free from hazards.

"Unsound or hazardous" means: stairs, porches, balconies, or decks with severe structural defects; broken, rotting, or missing steps; absence of a **handrail** when there are extended lengths of steps (generally four or more consecutive steps); absence of or insecure railings around a porch or balcony which is approximately 30 inches or more above the ground. **Balusters must not have a horizontal or vertical gap of more than 6 inches.**

6.3 Condition of Roof and Gutters

The roof, gutters and downspouts must be sound and free from hazards.

“Unsound and hazardous” means: The roof has serious defects such as serious buckling or sagging, indicating the potential of structural collapse; large holes or other defects that would result in significant air or water infiltration (in most cases severe exterior defects will be reflected in equally serious surface defects within the unit, e.g., buckling, water damage). The gutters, downspouts and soffits (area under the eaves) show serious decay and have allowed the entry of significant air or water into the interior of the structure. Gutters and downspouts are, however, not required to pass. If the roof is not observable and there is no sign of interior water damage, check “Pass.”

6.5 Condition of Chimney

The chimney must be sound and free from hazards.

The chimney should not be seriously leaning or showing evidence of significant disintegration (i.e., many missing bricks).

6.6 Lead-Based Paint: Exterior Surfaces

All painted surfaces must be free of deteriorated paint.

Housing Choice Voucher Unit: If the unit was built January 1, 1978 or after, no child under age six will occupy or currently occupies, is a 0-BR, elderly or handicapped unit with no children under age six on the lease or expected, has been certified lead-based paint free by a certified

lead-based paint inspector (no lead-based paint present or no lead-based paint present after removal of lead), check NA and do not inspect painted surfaces.

Visual assessment for deteriorated paint applies to all exterior painted surfaces (building components) associated with the assisted unit including windows, window sills, exterior walls, floors, porches, railings, doors, decks, stairs, play areas, garages, fences or other areas if frequented by children under age six. All deteriorated paint surfaces more than 20 sq. ft. on exterior surfaces must be stabilized (corrected) in accordance with all safe work practice requirements. If the painted surface is less than 20 sq. ft., only stabilization is required. **Clearance testing is not required.** Stabilization means removal of deteriorated paint, repair of the substrate, and application of a new protective coating or paint. Lead-Based Paint Owner Certification is required following stabilization activities except for de minimus level repairs.

Inspectors must take pictures of deteriorated paint above de minimus.

Worn paint that is not deteriorated(not chipping, peeling, cracking) is a pass with comment. This type of condition shows as a“smooth” surface. (10/2017)

6.7 Manufactured Homes: Tie Downs

If the unit is a manufactured home, it must be properly placed and tied down.

Manufactured homes must be placed on a site in a stable manner and be free from hazards such as sliding and wind damage. Manufactured homes must be securely anchored by a tiedown device which distributes and transfers the loads imposed by the unit to appropriate ground anchors so as to resist wind overturning and sliding, unless a variation has been approved by the HUD Field Office.

Heating and Plumbing

7.1 Adequacy of Heating Equipment

There must be heating equipment capable of providing adequate heat (either directly or indirectly) to all rooms used for living.

“Adequate heat” means that the heating system is capable of delivering enough heat to assure a healthy environment in the unit (appropriate to the climate). The HA defines adequate heat as a temperature of at least 65-68 degrees F in all rooms used for living during the period of September 1st to May 1st. ***When the temperature is below 50 degrees Fahrenheit and the temperature inside the unit is below 60, this is considered a 24 hour fail.***

Portable electric room heaters or kitchen stoves or ranges with a built-in heat unit are not acceptable as a primary source of heat for units located in areas where climate conditions require regular heating.

“Directly or indirectly to all rooms used for living” means:

“directly” means that each room used for living has a heat source (e.g., working radiator; working hot air register; baseboard heat)

“indirectly” means that, if there is no heat source present in the room, heat can enter the room easily from a heated adjacent room (e.g a dining room may not have a radiator, but would receive heat from the heated living room through a large open archway).

If the heating system in the unit works, but there is some question whether a room without a heat source would receive adequate indirect heat, check “Inconclusive” and verify adequacy from tenant or owner (e.g., unheated bedroom at the end of a long hallway).

How to determine the capability of the heating system: If the unit is occupied, usually the quickest way to determine the capability of the heating system over time is to question the tenant. If the unit is not occupied, or the tenant has not lived in the unit during the months when heat would be needed, check “Inclusive.” It will be necessary to question the owner on this point after the inspection has been completed and, if possible, to question other tenants (if it is a multi-unit structure) about the adequacy of heat provided. Under some circumstances, the adequacy of heat can be determined by a simple comparison of the size of the heating system to the area to be heated. For example, a small permanently installed space heater in a living room is probably inadequate for heating anything larger than a relatively small apartment.

7.2 Safety of Heating Equipment

The unit must be free from unvented fuel burning space heaters or any other types of unsafe heating conditions.

Examples of “unvented fuel burning space heaters” are: portable kerosene units; unvented open flame portable units.

“Other unsafe conditions” include: breakage or damage to heating system such that there is a potential for fire or other threats to safety; improper connection of flues allowing exhaust gases to enter the living area; improper installation of equipment (e.g., proximity of fuel tank to heat source, absence of safety devices); indications of improper use of equipment (e.g., evidence of heavy build-up of soot, creosote, or other substance in the chimney); disintegrating equipment; combustible materials near heat source or flue.

If you are unable to gain access to the primary heating system in the unit check “Inconclusive.” Contact the owner or manager for verification of safety of the system. If the system has passed a recent local inspection, check “Pass.” This applies especially to units in which heat is provided by a large scale, complex central heating system that serves multiple units (e.g., a boiler in the basement of a large apartment building). In most cases, a large scale heating system for a multi-unit building will be subject to periodic safety inspections by a local public agency. Check with the owner or manager to determine the date and outcome of the last such inspection, or look for an inspection certificate posted on the heating system.

Thermostats: Rings and covers are required on any thermostat that poses a threat for exposure to mercury.

Furnace panel must be present and properly attached.

Electric baseboard heat: The knob must be present at the time of the initial inspection. If the knob is missing at the annual inspection and the family can still adjust the temperature and the family approves of the missing knob, pass with comment. If the family wants the knob, the family will be responsible for replacing it. (10/2017)

7.3 Ventilation and Adequacy of Cooling

The unit must have adequate ventilation and cooling by means of openable windows or a working cooling system.

If the tenant is present and has occupied the unit during the summer months, inquire about the adequacy of air flow. If the tenant is not present or has not occupied the unit during the summer months, test a sample of windows to see that they open.

“Working cooling equipment” includes: central (fan) ventilation system; evaporative cooling system; room or central air conditioning. Check “Inconclusive” if there are no openable windows and it is impossible, or inappropriate, to test whether a cooling system works. Check with other tenants in the building (in a multi-unit structure) and with the owner or manager for verification of the adequacy of ventilation and cooling.

Non-working air conditioner is not considered an emergency repair unless we are informed of a health hazard or the family requests a reasonable accommodation for a person with a disability. In non-emergency conditions, at the discretion of the PHA and based upon current weather conditions, the landlord will have two weeks to 30 days to repair the air conditioner. (10/2017)

7.4 Water Heater

The water heater must be located, equipped and installed in a safe manner.

The pressure relief valve should be at least six to twelve inches from the ground.

“Location presents hazard” means that the gas or oil water heater is located in living areas or closets where safety hazards may exist (e.g., water heater located in very cluttered closet with cloth and paper items stacked against it). Gas water heaters in bedrooms or other living areas must have safety dividers or shields.

Water heaters must have a temperature-pressure relief valve and discharge line (directed toward the floor or outside of the living area) as a safeguard against build up of steam if the water heater malfunctions. If not, they are not properly equipped and shall fail.

To pass, gas or oil fired water heaters must be vented into a properly installed chimney or flue leading outside. Electric water heaters do not require venting. If there is a power vent on a hot water tank, the pitch of the vent is not taken into consideration. However, gas hot water tanks must slope upward at least ¼ inch per linear foot. (10/2017)

If it is impossible to view the water heater, check “Inconclusive.” Obtain verification of safety of system from owner or manager. Check “Pass” if the water heater has passed a local inspection. This applies primarily to hot water that is supplied by a large scale complex water heating system that serves multiple units (e.g., water heating system in large apartment building). Check in the same manner described for heating system safety, item 7.2, above.

7.5 Water Supply

The unit must be served by an approvable public or private sanitary water supply.

If the structure is connected to a city or town water system, check “Pass.” If the structure has a private water supply (usually in rural areas) inquire into the nature of the supply (probably from the owner) and whether it is approvable by an appropriate public agency.

In some jurisdictions, the utility company or a designated agency will mail out stormwater utility surcharge bills. While the family may be responsible for the water bill, the homeowner is responsible for paying the surcharge. (10/2017)

7.6 Plumbing

The plumbing must be free from major leaks or corrosion that causes serious and persistent levels of rust or contamination of the drinking water.

“Major leaks” means that main water drain and feed pipes (often located in the basement) are seriously leaking. (Leaks present at specific facilities have already been evaluated under the checklist items for “Bathroom” and “Kitchen.”)

“Corrosion” (causing serious and persistent levels of rust or contamination in the drinking water) can be determined by observing the color of the drinking water at several taps. Badly corroded pipes will produce noticeably brownish water. If the tenant is currently occupying the unit, he or she should be able to provide information about the persistence of this condition. (Make sure that the “rusty water” is not a temporary condition caused by city or town maintenance of main water lines.) See general note under 7.5.

7.7 Sewer Connection

The plumbing must be connected to an approvable public or private disposal system and free from sewer back-up.

If the structure is connected to the city or town sewer system, check “Pass.” If the structure has its own private disposal system (e.g., septic field), inquire into the nature of the system and determine whether this type of system can meet appropriate health and safety regulations. The following conditions constitute “evidence of sewer back up”: strong sewer gas smell in the basement or outside of unit; numerous clogged or very slow drains; marshy areas outside of unit above septic field. See general note under 7.5.

General Health and Safety

8.1 Access to Unit

The unit must be accessible without having to go through another unit.

“Through another unit” means that access to the unit is only possible by means of passage through another dwelling unit.

8.2 Exits

There must be an acceptable fire exit from this building that is not blocked.

“Acceptable fire exit” means that the building must have an alternative means of exit that meets local or State regulations in case of fire; this could include:

An openable window if the unit is on the first floor or second floor or easily accessible to the ground.

A back door opening on to a porch with a stairway leading to the ground.

Fire escape, fire ladder, or fire stairs.

“Blocked” means that the exit is not useable due to conditions such as debris, storage, door or window nailed shut, broken lock. Important note: The HA has the final responsibility for deciding whether the type of emergency exit is acceptable, although the tenant should assist in making the decision.

8.3 Evidence of Infestation

The unit must be free from rats or severe infestation by mice or vermin. .

“Presence of rats, or severe infestation by mice or vermin” (such as roaches) is evidenced by: rat holes; droppings; rat runs; numerous settings of rat poison. If the unit is occupied, ask the tenant.

The owner shall exterminate vermin and other infestations as may be necessary to keep the premises in a fit and habitable condition; provided, however, that where an infestation is repeated and caused by housekeeping habits that were previously made known to the family by the owner or pest controller, it may be considered a lease violation and cause for eviction. The PHA may also terminate the family’s assistance on that basis.

8.4 Garbage and Debris

The unit must be free from heavy accumulation of garbage or debris inside and outside.

“Heavy accumulation” means large piles of trash and garbage, discarded furniture, and other debris (not temporarily stored awaiting removal) that might harbor rodents. This may occur inside the unit, in common areas, or outside. It usually means a level of accumulation beyond the capacity of an individual to pick up within an hour or two.

8.5 Refuse Disposal

There must be adequate covered facilities for temporary storage and disposal of food wastes.

"Adequate covered facilities" includes: trash cans with covers, garbage chutes, "dumpsters" (i.e., large scale refuse boxes with lids); trash bags.

8.6 Interior Stairs and Common Halls

Must be free from hazards to the occupant.

"Loose, broken, or missing steps" should fail if they present a serious risk of tripping or falling. **Handrails may be required on both sides** on extended sections of stairs (generally four or more consecutive steps). A railing is required on unprotected heights such as around stairwells. "Other hazards" would be conditions such as bare electrical wires and tripping hazards. **It is the discretion of the inspector to determine if a second handrail is required based on whether or not there is a health and safety issue with having only one handrail.**

Additions to HQS: (additional criteria established to strengthen the HQS requirements)

Modifications for a person with a disability

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. The PHA will allow execution of the HAP contract if unit meets all requirements and the modifications do not affect the livability of the unit.

G. GENERAL INFORMATION

Mail boxes: If the mailbox is damaged and the tenant has a police report, the landlord is responsible for replacing the mailbox. If the family caused the damage or the mailbox is missing, the family is responsible for replacing the mailbox. Mailboxes must be maintained in accordance with the US Postal Service requirements. (10/2017)

H. EMERGENCY REPAIR

For the complete procedure on how to process an emergency deficiency, please refer to APPENDIX 8.

LMHA Procedure for 24 Hour Emergency Inspections

1. Inspectors will be contacted via phone of emergency inspections or identify emergency inspections during the course of a regular inspection.
2. The Inspection Schedulers will create the inspection and notify the inspector.
3. If a call is received during the day, i.e. before 4:00pm, the Inspections Scheduler will determine (by consulting an inspector) if the repair is considered “life-threatening”. If the repair is deemed to be “life-threatening”, then an available inspector will be asked to go to the unit and complete the emergency inspection. If a call is received late in the day (i.e. after 4:00pm), and the repair is deemed 24-hour emergency repair, but not “life-threatening”, the emergency inspection will be conducted in the morning of the next business day.
4. Inspectors will document the emergency inspection while in the field.
5. Only items listed below should be considered a 24-hour emergency. If after the inspection, the item is deemed an HQS violation but does not meet the criteria for a 24-hour emergency, the inspector should write up a special inspection.

Emergency Repair Items

Lack of security for the unit

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 50 degrees Fahrenheit and the temperature inside the unit is below 60 degrees Fahrenheit)

Utilities not in service

No running water

Broken glass where someone could be injured

Obstacle which prevents tenant’s entrance or exit

Lack of functioning toilet when there is only one toilet

Inadequate air conditioning serving a special population. *Special population may be defined as a participant who is elderly, disabled or in need of a reasonable accommodation. The LMHA has discretion when determining if the deficiency is a life-threatening emergency (LTE).

Faulty heating/water heating devices. (3rd degree burns occur at 150 degrees)

6. The “24-Hour Notice of Intent to Terminate Housing Assistance Payments” must be completed upon determination of a 24-hour emergency item present.
7. The responsible party for the emergency repair item must be notified by phone, mail and/or in person. The notification may be dropped off at the responsible party’s

residence, if within a reasonable distance. We may also fax or email the notification. Method of notification, time and date should be documented on the 24 hour notice paperwork.

8. The repair of the emergency deficiencies must be confirmed as completed by the tenant or landlord no later than the next business day.
 - a. If the next business day is a weekend or holiday, the confirmation must be received by fax, email or voice mail within 24 hours.
9. 24-hour emergency inspections which are not completed and/or documentation received in the time allocated or which fail to pass the re-inspection will be terminated the first of the month following the re-inspection.
10. Failed 24-hour inspections will not be eligible for further inspections without written documentation by HCVP Inspection Schedulers.

H. CONSEQUENCES IF OWNER IS RESPONSIBLE (NON-EMERGENCY ITEMS)

For the complete procedure on how to process an Abatements, please refer to **_APPENDIX 9_**.

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**.

The Administrative Assistant – Inspections Scheduler will send a letter notifying the tenant and owner of the failed items. They will have 30 days on non-LTE and 24 hours on LTE. The inspection scheduler has discretion to grant additional days depending when the offices are closed or when there is a staff shortage.

The Administrative Assistant – Inspections Scheduler will send notice of the failed items with a date for a re-inspection 25 – 30 days from the failed inspection date.

If the family is not home on the date of the scheduled re-inspection, we will schedule a second inspection. If the second inspection is after the due date of the repairs, we will not abate at that time. However, if the unit does not pass, the abatement will be effective as of the original abatement date. The family is given one opportunity to reschedule an inspection. If they are not at home, this rescheduled inspection will count as their "one time".

The family may request a different inspection date. However, it cannot be later than the time allowed for repairs to be due (30 days). The abatement date will not change.

If the repairs are not completed within the appropriate time frame, the rent will be abated ~~OS will abate rent~~ for owner repairs and/or terminate assistance for tenant repairs.

The abatement is effective the following day the repairs were due (31st day or the 2 next day following the 24 hour due date). ie. Repairs are due February 19th. Abate/terminate will be February 20th. (10/2017)

Effective Date of Cancel Abatement

Typically, the cancel abatement is the same date that the unit passed inspection. However, there are times when the tenant or owner certify that repairs are done but we cannot re-inspect right away. If there is an issue with scheduling the inspection in a timely manner, we will use the date the tenant or owner called as certification. If the unit passes, we will cancel the abatement effective the date of the certification. ie. Tenant called November 19th to say items had been repaired. Due to holidays, the schedule was full for approximately one week. The inspection is scheduled for November 29th and passes. We would cancel the November 1st abatement effective November 19th.

Extensions in lieu of abatement

If the original abatement or termination date is changed, the Administrative Assistant – Inspections Scheduler must obtain supervisor approval.

Occasionally, a landlord or tenant may wish to request an extension on the due date for repairs. The HA will consider such requests if one or more of the following criteria applies.

- Delay is due to a specific reason such as inclement weather preventing outdoor work from being performed, contractor unable to complete a job until a date beyond the current due date or materials and/or supplies required to make the repair are on back order.
- The responsible party is in the process of obtaining funds (loan) to make the repair and the repair is not life threatening unless the landlord is willing to temporarily relocate the tenant (if landlord responsibility) or the tenant is able to secure temporary housing (if tenant responsibility).
- Failed item(s) are not extensive enough to cause serious harm or injury unless temporary relocation is available.
- Responsible party has experienced an unexpected medical condition that would prevent him/her from completing repairs timely, or he/she has had death in the family.

Should a landlord or tenant wish to request an extension, the request must meet the following guidelines in order to be considered:

- Request is being made *prior to* the current due date
- Request is submitted in writing, citing specific details such as how long of an extension the landlord or tenant is requesting, as well as why the extension is needed.
- If the delay is due to contractor availability and/or materials that are on back order, the responsible party has provided the HA with proof of this event, such as a written estimate from a contractor or receipts for materials purchased.

In addition to the above, the HA will consider the responsible party's history of HQS practices. If the landlord and/or tenant has had a history of non-compliance, the HA may propose a denial to the extension request.

If approved, extensions are typically granted for a maximum of 30 days depending upon the severity of the issue. The HA will grant the length on an extension on a case-by-case basis.

We have added the following language for repairs not completed after the request of an extension has been approved:

If the unit does not pass inspection by _____, the rent will be abated effective _____. You may request an extension for any deficiencies that may prohibit completion by this date. If an extension is granted, but the repair is not completed by the extension date, the LMHA will recoup the HAP retroactive to the original abatement date. If the rent is abated (Housing assistance payment is not made), the payment will be prorated from the date the unit passes inspection during the abated month. If the

unit does not pass inspection by the end of the abated month, the HAP Contract will be terminated.

The HQS Repairs Extension Request Form can be found in **_APPENDIX _10_**.

I. CONDITIONALS

There are times when a landlord is unable to make repairs to a unit because of inclement weather. When this occurs, they may request a “conditional” extension. If the request is made after November 1st, the Inspection Schedulers can grant the request without the approval of the HCVP Assistant Manager. We will consider the weather, temperature or season at the time. The conditional extension gives the landlord time to make the necessary repairs once the weather permits.

When there is deteriorated paint, the PHA may grant an extension via phone or email for exterior scraping and painting during winter months or to work with contractors schedules providing there is no hazard existing for family.

The landlord will sign an agreement stating they have requested the extension and that they agree to have the repairs done by a specific date, normally in May, or the rent will be abated for June 1st.

For an example of the Conditional Extension Agreement, see **_APPENDIX 11 _**.

J. RE-INSPECTION

LMHA sends notification that the unit did not pass inspection along with the list of items or single item that failed inspection. The notice will include the date we will re-inspect the home. This date will be 25-30 days from the failed inspection.

For the complete procedure on how to re-schedule an inspection, please refer to **_APPENDIX _12_**.

K. RENT REASONABLE REQUIREMENTS

Since the rent to owner is limited *primarily* by rent reasonableness, the PHA must demonstrate that the rent to owner is reasonable in comparison to rent for other comparable unassisted units.

We currently use www.gosection8.com for rent comparisons. We compare rents to ensure they are reasonable at initial occupancy and/or before we approve a lease, when the owner requests an increase in rent, if there is a 5% decrease in the published FMR and anytime directed by HUD.

For the complete procedure on how to perform rent reasonableness, please refer to **_APPENDIX _13_**.

L. OFF PROGRAM FILES (End of Participation)

The Administrative Assistant – Inspection Schedulers maintain the off program files. They log them, place them in order and file them in the appropriate area. We track them in a certain way to comply with the records retention policy and dispose of them properly.

For the complete procedure on how to process off program files, please refer to **APPENDIX 14**.

M. ENTERING HQS INSPECTIONS MANUALLY

There are times that the inspector will notate findings on a notepad or paper and enter the inspection findings later. This is optional, as we have not given a directive on using the handheld during the inspection vs adding later.

For the complete procedure on how to manually enter HQS inspection results into the WT2+ system, please refer to **APPENDIX 15**.