

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. HQS consists of the following twelve (12) performance requirements:

1. Sanitary facilities
2. Food preparation and refuse disposal
3. Space and Security
4. Thermal environment
5. Illumination and electricity
6. Structure and materials
7. Water supply
8. Lead-based paint
9. Access
10. Site and neighborhood
11. Sanitary condition and
12. Smoke/CO detectors

The NBHA will inspect each unit under contract at least annually. The NBHA 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 NBHA's required standards and to assure consistency in the NBHA's program. This chapter describes the NBHA's procedures for performing HQS inspection and 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 NBHA requirements.

A. **GUIDELINES/TYPES OF INSPECTIONS:**

[24 CFR 982.401(a), 982.405]

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

All utilities must be in service prior to the inspection. If the utilities are not in service at the time of inspection it will be deemed as cancelled or not ready for inspection. The inspector will notify the tenant or owner (whoever is responsible for the utilities according to the RFTA that the utilities must be connected in order for the unit to be inspected.

If the tenant is responsible for supplying the stove and/or the refrigerator, the NBHA 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 after move-in that the appliances are in the unit and working. The NBHA will not conduct a re-inspection.

If any inspection cannot be completed because of the existence of a unit that appears to be illegal the inspection will fail and the violation will be reported to city officials. Re-inspection will not take place unless/until proof of legality is provided or the illegal unit is vacated.

There are five basic types of inspections:

1. Initial/Move-in: Conducted upon receipt of Request for Tenancy Approval.
2. Annual: Will be conducted within twelve months of the last annual inspection.
3. Re-inspection: Will be conducted as a follow up after initial or annual inspections. (if needed)
4. Special/complaint: conducted at the request of the owner, family or an agency/third party.
5. Quality Control: conducted periodically to ensure the inspectors are consistently meeting HQS requirements.

B. INITIAL HQS INSPECTION: [24 CFR 982.401(a), 982.305(b)(2)]

Timely Initial HQS Inspection:

To the extent practicable, the NBHA will inspect the unit, determine whether the unit satisfies the HQS and notify the family and owner of the determination within fifteen days after the family and owner submit a request for tenancy approval. If a Supervisor determines that the inspection is unable to be performed within the stated timeframe, the file will be appropriately documented.

The NBHA will include “date unit available for inspection” on the RFTA form. The fifteen-day clock is suspended during any period when the unit is not available for inspection.

The NBHA will make every reasonable effort to conduct initial HQS inspection for the family and owner in a manner that is time-efficient and indicative of good customer service. The NBHA will review the average time required for a family and owner to have a unit inspected from the time the RFTA is submitted by the family and owner to the NBHA.

The Initial Inspection will be conducted to:

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

- Document the information to be used for determination of rent-reasonableness.
- Verify RTFA utility and water selections, should the participants pay utilities, the NBHA will verify the owners meter. If no owners meter, all utilities must be included in the contract rent, or the nit will not meet HQS Standards.

On an initial lease-up inspection the landlord or his/her authorized representative must meet the inspector at time of inspection. The landlord will be notified of outcome of inspection promptly. If the unit does not pass inspection no follow-up inspection will be performed until the Landlord contacts and informs the NBHA that all deficiencies have been corrected. No contracts from this Authority will be executed until the unit passes inspection. If the voucher participants decide to move –in prior to contract execution they will be responsible for any and all rents and charges they might incur.

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

The NBHA conducts an inspection in accordance with Housing Quality Standard at least annually. Special inspection may be scheduled between anniversary dates. The NBHA will notify the family and the owner of the special inspection date and time in writing or by phone.

“Reasonable Hours to Conduct an Inspection”, are defined as the hours between 9:00 a.m. and 6:00 p.m.

Inspections will be conducted only on business days unless authorized by the Executive Director.

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 or have an authorized adult representative who is 18 years or older, they must reschedule the appointment so that the inspection is completed within seven days of the date originally scheduled for the inspection. The inspector will not enter the premises if a minor is left as the representative.

If the family does not contact the NBHA to reschedule the inspection, or if the family misses two inspection appointments, the NBHA 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 must allow the NBHA to inspect the unit at reasonable times with reasonable notice. [24 CFR 982.551(d)].

The landlord must correct HQS deficiencies that cause a unit to fail, unless the tenant is responsible for the fail.

Re-inspection:

One follow-up inspection will be scheduled based on the time standards listed above. The voucher holder and landlord will receive notification of the date and

time of the follow-up inspection. If the unit meets standards as of the follow-up inspection, no further action will be taken. If the unit fails to meet standards as of the follow-up inspection, or if the NBHA cannot gain access to the unit to determine if the unit meets standards, or if no landlord certification is received for non-major items in failed status within five (5) business days of the scheduled re-inspection date, both the landlord and tenant will be notified of the failure to meet housing quality standards and the following actions will be taken: a) If the failure is solely the responsibility of the owner, HAP payments will be suspended and the voucher holder (if in good standing) will be issued a voucher to move to a new unit; b) If the failure is solely the responsibility of the voucher holder, then proceedings will continue to terminate the voucher holders participation in the HCV program; c) If both the owner and the voucher holder have responsibility for the failure, then HAP payments will be suspended and proceedings will continue to terminate the voucher holder's participation in the HCV program. If, upon further inspection, the unit is found to be in compliance with HQS, payments will be resumed to the owner. If the household has not relocated or if the household has not submitted an active Request for Tenancy Approval (RFTA) prior to the unit being found in compliance with HQS then any voucher to move issued as a result of a previous HQS failure will be cancelled. The participant may then request a move voucher according to standard NBHA procedures (see Chapter 13, Moves with Continued Assistance/Portability).

HQS Re-inspection Fee: As of the second re-inspection, it is at the discretion of the NBHA to make additional follow-up inspections after notification by the owner of correction of the failed item(s) and written request for a reinspection.

NBHA will impose a reasonable fee of \$35 upon owners for these additional follow-up inspections and all other inspections following the second inspection, not to exceed four (4) total re-inspections. The fee will be deducted directly from the upcoming HAP. The owner's inspection letters will include details regarding this fee. The re-inspection fee will be deducted from the HAP, not to exceed two (2) times, at which time NBHA will take steps to cancel the HAP contract if the unit has not passed inspection. This fee will be imposed under two circumstances: (1) if an owner notifies NBHA that a deficiency cited in the previous inspection has been repaired and a reinspection reveals that it has not and/or (2) if the allotted time for repairs has elapsed and a reinspection reveals that any deficiency cited in the previous inspection that the owner is responsible for repairing has not been corrected.

Re-inspection process: ⁽¹⁾ Initial Inspection (no fee) – ⁽²⁾ Re-inspection (no fee) – ⁽³⁾ Owner requested 2nd Re-inspection– (\$35.00 will be charged) ⁽⁴⁾ Owner requested 3rd Re-Inspection(\$35.00 will be charged).

NBHA must not apply the fee to an owner for:

- deficiencies caused by the participant family;
- initial inspections;
- regularly scheduled inspections;
- an instance in which an inspector was unable to gain access to a unit; or
- new deficiencies identified during a reinspection. If new deficiencies are uncovered during reinspection, NBHA will follow normal procedures to address these newly identified deficiencies.

An owner who is assessed a fee may not pass the fee on to a family.

Time Standards for Repairs:

Emergency items which endanger the family's health or safety must be corrected by the owner or family (whomever is responsible) within twenty-four hours of notification.

Repairs for non-emergency items must be corrected by the owner or family (whomever is responsible) within thirty-days of the inspection fail date.

At the discretion of the Executive Director, an extension beyond thirty-days for major repairs may be approved if documentation is provided by the landlord. (see self-certification provision in this chapter)

Rent Increases:

Increases in the rent to owners may not be approved if the unit is in a failed condition.

D. SPECIAL/COMPLAINT INSPECTIONS: [24 CFR 982.405(c)]

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

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

The NBHA 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 one hundred twenty 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.

E. QUALITY CONTROL INSPECTIONS: [24 CFR 982.405(b)]

Quality control inspections will be performed by designated staff 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.

F. ACCEPTABILITY CRITERIA AND EXCEPTIONS

The NBHA adheres to the acceptability criteria in the program regulations, local codes described below in "Additions":

Sanitary Facilities:

- Worn or cracked toilet seats must be replaced.
- Any room used for sleeping must have a window or a door leading to the exterior.
- Bedrooms in basements or attics are not allowed unless they comply with local codes and be inspected and approved by the City. Adequate ventilation, emergency exit capability and a properly finished room will be required.
- All doors leading in or out of the unit to the exterior or a common hall or a shared basement must be of exterior grade and have the proper fire rating by code. They also must be weather proofed to avoid any air or water infiltration, be lockable with a single key positive locking device with no more than 2 motions to exit. The door can have no holes in it unless it is part of the design and does not compromise the fire rating, all trim has to be intact and have a threshold.

G. THERMAL ENVIRONMENT:

CO producing appliance/equipment within the interior environment of the unit must comply with local code and be subject to inspection by a licensed professional if warranted and documentation be provided to the NBHA. Chimneys must be cleaned on an annual basis and be ready to provide documentations if required by the NBHA.

H. ADDITIONAL LOCAL REQUIREMENTS:

The PHA may impose variations to the HQS as long as the additional criteria are not likely to adversely affect the health of safety of participant families or severely restrict housing choices for families. HUD approval is required for variation to the HQS. HUD approval is not required if the variations are clarifications of HUD's acceptability criteria or performance standards [24 CFR 982.401 (a)(4)].

NBHA Policy:

All units must also meet the local housing, Building, Health and Fire codes as set forth by the ordinances of the City of New Britain. In cases of inconsistency between the Codes and HQS, the stricter of the two shall prevail.

Efforts will be made at all times to encourage owners to provide housing above HQS minimum standards.

ADDITIONS:

WALLS:

- In areas where plaster or drywall is sagging, severely cracked or otherwise damaged, it must be repaired.
- Any exterior or interior surfaces with peeling or chipping paint must be remedied according to City Housing Codes.

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 weather-stripped as needed to ensure a watertight seal.
- Window screens must be in good working condition. Screens are seasonal and may not be required to be in place at certain times but they must be on the premises and available for inspection.
- Any room for sleeping must have a window.

DOORS:

- All doors leading in or out of the unit to the exterior or a common hall or a shared basement must be of exterior grade and have the proper fire rating by code. They also must be weather proofed to avoid any air or water infiltration, be lockable with a single key positive locking device with no more than 2 motions to exit. The door can have no holes in it unless it is part of the design and does not compromise the fire rating, all trim has to be intact and have a threshold.
- All interior doors must have no holes, have all trim intact and be operable. Interior doors cannot have the ability to be locked from the outside without the ability to be opened from the inside without the assistance of a key. Interior doors cannot be locked exclusively from the outside.

FLOORS:

- All floors must be in finished state (no plywood).
- All floors should have some type of base trim, or sealing for a “finished look”.
- Vinyl base may be used for kitchens and bathrooms.

SINKS:

- All sinks and commode water lines must have shut-off valves.
- All 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 unit's smoke/CO detectors. Tenants will be instructed not to tamper with smoke/CO detectors or remove batteries.

BEDROOMS:

- Bedrooms in basements or attics are not allowed unless they comply with local codes and be inspected and approved by the City. Adequate ventilation, emergency exit capability and a properly finished room will be required.
- 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.

Illumination and Electricity:

Any electrical outlets found to have reversed connections, will be required to be corrected.

H. **EMERGENCY REPAIR ITEMS:** [24 CFR 982.404(a)]

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

- Lack of security for the unit.
- Waterlogged ceiling in imminent danger of falling.
- Major plumbing leaks (such as those causing flooding or significant hazards)
- Natural gas leak or fumes

- Electrical problem which could result in shock or fire.
- No heat when outside temperature is below fifty degrees Fahrenheit and temperature inside unit is below sixty-five degrees.
- 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 a functioning toilet in the unit.
- Lack of working and/or missing smoke/CO detectors in required areas.
- Other condition, which pose an immediate threat to health and safety.

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 NBHA.

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

Smoke/CO Detectors:

The NBHA will require all Section 8 Landlord/owners to comply with NFPA 74 and that there also be smoke/CO detectors located thru out the property.

Smoke/CO detectors will be placed in, or in close proximity to bedrooms, no more than 3 feet from a supply register, forced air heating or cooling systems. Smoke/CO detectors must be placed on each level of the unit including basements and attics.

If the unit is occupied by a hearing impaired individual, smoke/CO detectors with visual signal must be installed in the bedroom and outside the unit doors in the hall if multilevel.

Multi-families must have smoke/CO detectors in the hall just outside the unit door on every level front and rear

All smoke/CO detectors shall meet the requirements prescribed in Connecticut Law, which includes either being hard-wired or battery smoke/CO detectors. Inoperable smoke/CO detectors are a serious health threat and will be treated by the NBHA as an emergency (24-hour) failed items.

If the smoke/CO detector is not operating properly the NBHA will contact the owner by phone and request the owner to repair the smoke/CO detector within twenty-four hours. The NBHA will re-inspect the unit the following day.

If the NBHA determines that the family has purposely disconnected the smoke/CO detector (by removing batteries or other means), the family will be required to repair the smoke/CO detector within twenty-four hours and the NBHA will re-inspect the unit the following business day.

The NBHA will issue a written warning to any family determined to have purposely disconnected/removed the unit's smoke/CO detector. Warning will state that deliberate disconnection of the unit's smoke/CO 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 982.404, 982.453]

When it has been determined that a unit on the program fails to meet Housing Quality Standards (HQS), and the owner is responsible for completing the necessary repair(s) in the time period specified by the NBHA. The NBHA must take prompt action to enforce owner obligations. NBHA remedies for such breach of the HQS may include abatement or termination of the HAP contract.

Abatement:

A notice of abatement of the housing assistance payment will be sent to the owner, and the abatement will be effective from the day after the date of the failed inspection. The housing assistance payment will be abated for no more than a period of sixty (60) days at which time the contract will be terminated if the required repairs are not made and cleared by an inspection.

The NBHA will inspect abated units within thirty 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 NBHA will advise owners of their responsibility to notify the tenant of when the re-inspection 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 NBHA's portion of rent that is abated.

Extensions on Abatements:

The NBHA may grant an extension in lieu of abatement in the following cases:

- There is an unavoidable delay in completing repairs due to difficulties in obtaining parts or contracting for services.
- The owner has a good history of HQS compliance.
- The repairs must be delayed due to climate conditions.

Requested extensions for failed items:

The extension will be made for a period of time not to exceed thirty days. At the end of that time, if the work is not completed, the NBHA 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 Termination Notice. The abatement will remain in effect until the HAP contract/lease terminates.

If repairs are completed before the effective termination date, the termination will be rescinded by the NBHA if the tenant chooses to remain in the unit.

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 tenant-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 not be charged against the tenant 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 cause by the family’s living habits, owners may seek restitution from families. 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 NBHA may terminate the family’s assistance on that basis.

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

The family is responsible, but the owner carries out the repairs, the owner may 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 (24-Hours) or non-emergency violations of HQS are determined to be the responsibility of the family, the NBHA will require the family make any repair(s) or correction(s) are not made in this time period, the NBHA will terminate assistance to the family, after providing an opportunity for an informal hearing. 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.

L. **OWNER SELF-CERTIFICATION:**

At the discretion of the Authority, owners will be permitted to self-certify in writing that remaining items have been completed.

Owners cannot self-certify their initial inspections.

The following items are excluded from self-certification:

- Any 24-hour item(s)
- Painting requirements (due to lead paint)
- Heating and plumbing issues
- Mold issues

Completion of self-certified items will be verified at the next scheduled inspection if completion cannot be verified, the unit will be placed on abatement pending completion.