

## Chapter 13

# INSPECTION POLICIES AND HOUSING QUALITY STANDARDS

IHFA will inspect all units to ensure that they meet HUD Housing Quality Standards (HQS). No unit will initially be placed on the HCV Program unless the HQS inspection is passed. Units will be inspected at least annually, and at other times as needed, to determine if the units meet HQS.

IHFA must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. The family and owner will be notified of the inspection appointment by first class mail prior to the inspection. IHFA will provide 10 days notice of a scheduled Annual Inspection. IHFA will consider 24 hours to 10 days reasonable notice for Emergency, Complaint or Special Inspections, depending on the reason for the inspection. If the family cannot be at home for the scheduled inspection appointment, the family must call and reschedule the inspection or make arrangements to enable IHFA to enter the unit and complete the inspection. In order for the IHFA inspector to enter an occupied unit, the family must ensure that an adult family member or an adult designated by the family is present. Annual inspections may be rescheduled with good cause, but must be completed within 45 days of the annual effective date.

If the family misses the scheduled inspection and fails to reschedule the inspection, IHFA will only schedule one more inspection. If the family misses two scheduled inspections, IHFA will consider the family to have violated a Family Obligation, and their assistance will be terminated, unless there are extreme extenuating circumstances.

### **13.1 TYPES OF INSPECTIONS**

There are seven types of inspections IHFA will perform:

- A. Initial Inspection – An inspection that must take place to insure that the unit passes HQS before assistance can begin.
- B. Annual Inspection – An inspection to determine that the unit continues to meet HQS.
- C. Complaint Inspection – An inspection caused by IHFA receiving a complaint on the unit from the participant, owner or other party.
- D. Special Inspection – An inspection caused by a third party, i.e., HUD needing to view the unit.
- E. Emergency – An inspection that takes place in the event of a perceived emergency. These will take precedence over all other inspections.

- F. Quality Control Inspection – Supervisory inspections on at least 5% of the total number of units that were under lease during IHFA’s previous fiscal year.

## **13.2 OWNER AND FAMILY RESPONSIBILITY**

### **A. Owner responsibility for HQS**

1. The owner must maintain the unit in accordance with HQS.
2. If the owner fails to maintain the dwelling unit in accordance with HQS, IHFA will take prompt and vigorous action to enforce the owner obligations. IHFA's remedies for such breach of the HQS include termination, suspension or reduction of housing assistance payments and termination of the HAP contract.
3. IHFA will not make any housing assistance payments for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by IHFA, and IHFA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For serious defects, which are not life threatening, correction should be made within 72 hours. For other defects the owner must correct the defect within no more than 30 calendar days (or any IHFA approved extension).
4. The owner is not responsible for a breach of the HQS that is not caused by the owner, and for which the family is responsible. Furthermore, IHFA may terminate assistance to a family because of the HQS breach caused by the family.

### **B. Family Responsibility for HQS**

1. The family is responsible for a breach of the HQS that is caused by any of the following:
  - a. The family fails to pay for any utilities that the owner is not required to pay for, but which are to be paid by the participant;
  - b. The family fails to provide and maintain any appliances that the owner is not required to provide, but which are to be provided by the participant; or
  - c. Any member of the household or a guest damages the dwelling unit or premises (damage beyond ordinary wear and tear).
2. If an HQS breach caused by the family is life threatening, the family must correct the defect within no more than 24 hours. Serious defects must be corrected within 72 hours. For other family-caused defects, the family must

correct the defect within no more than 30 calendar days (or any IHFA approved extension).

3. If the family has caused a breach of the HQS, IHFA will take prompt and vigorous action to enforce the family obligations. IHFA may terminate assistance for the family in accordance with 24 CFR 982.552.

**NOTE:** The HAP to the owner may not be abated due to participant-caused HQS fail items.

### **13.3 HOUSING QUALITY STANDARDS (HQS) 24 CFR 982.401**

#### **A. Sanitary Facilities**

##### **1. Performance Requirement**

The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be useable in privacy.

##### **2. Acceptability Criteria**

- a. The bathroom must be located in a separate room and have a flush toilet in proper operating condition.
  - b. The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.
  - c. The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water.
3. The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).

#### **B. Food Preparation and Refuse Disposal**

##### **1. Performance Requirements.**

- a. The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.
- b. There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g. garbage cans).

## 2. Acceptable Criteria

- a. The dwelling unit must have an oven, a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. Either the owner or the family may supply the equipment. A microwave oven may be substituted for a participant-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the participant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.
- b. The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system.
- c. The dwelling unit must have space for the storage, preparation, and serving of food.
- d. There must be facilities and service for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g. garbage cans).

## C. Space and Security

### 1. Performance Requirement

The dwelling unit must provide adequate space and security for the family.

### 2. Acceptability Criteria

- a. At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.
- b. The dwelling unit must have at least one bedroom or living/ sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.
- c. Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches). 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.

- d. The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

#### D. Thermal Environment

##### 1. Performance Requirement

The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body.

##### 2. Acceptability Criteria

- a. There must be a safe system for heating the dwelling unit (and a safe cooling system, where present). The system must be in proper operating condition. The system must be able to provide adequate heat (and cooling, if applicable), either directly or indirectly, to each room, in order to assure a healthy living environment.
- b. The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable.

#### E. Illumination and Electricity

##### 1. Performance Requirement

Each room must have adequate natural or artificial illumination to permit normal indoor activities, and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances.

- a. The electrical fixtures and wiring must be in proper working order to ensure safety from fire. Both two-pronged and three-pronged outlets, as well as a Ground Fault Circuit Interrupter (GFCI) will be tested.

##### 2. Acceptability Criteria

- a. There must be at least one window in the living room and in each sleeping room.
- b. The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.
- c. The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

## F. Structure and Materials

### 1. Performance Requirement

The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment.

### 2. Acceptability Criteria

- a. Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.
- b. The roof must be structurally sound and weather tight.
- c. The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.
- d. The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable.
- e. Elevators must be working and safe.

## G. Interior Air Quality

### 1. Performance Requirement

The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants.

### 2. Acceptability Criteria

- a. The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.
- b. There must be adequate air circulation in the dwelling unit.
- c. Bathroom areas must have one window that can be opened or other adequate exhaust ventilation.
- d. Any room used for sleeping must have at least one window. If the window is designed to be opened, the window must work.

## H. Water Supply

### 1. Performance Requirement

The water supply must be free from contamination.

### 2. Acceptability Criteria

The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.

## I. Lead-based Paint

### Definitions

Abatement means any set of measures designed to permanently eliminate lead-based paint or lead-based paint hazards (see definition of “permanent”). Abatement includes:

1. The removal of lead-based paint and dust-lead hazards, the permanent enclosure or encapsulation of lead-based paint, the replacement of components or fixtures painted with lead-based paint, and the removal or permanent covering of soil-lead hazards; and
2. All preparation, cleanup, disposal, and post abatement clearance testing activities associated with such measures.

Bare soil means solid or sand not covered by grass, sod, other live ground covers, wood chips, gravel, artificial turf, or similar covering.

Certified means licensed or certified to perform such activities as risk assessment, lead-based paint inspection, or abatement supervision, either by a State or Indian tribe with a lead-based paint certification program authorized by the Environmental Protection Agency (EPA), or by the EPA, in accordance with 40 CFR part 745, subparts L or Q.

Chewable surface means an interior or exterior surface painted with lead-based paint that a young child can mouth or chew. A chewable surface is the same as an “accessible surface” as defined in 42 U.S.C. 4851b(2). Hard metal substrates and other material that cannot be dented by the bite of a young child are not considered chewable.

Clearance examination means an activity conducted following lead-based paint hazard reduction activities to determine that the hazard reduction activities are complete and that no soil-lead hazards or settled dust-lead hazards, as defined in this

part, exist in the dwelling unit or worksite. The clearance process includes a visual assessment and collection and analysis of environmental samples. Dust-lead standards for clearance are found at CFR35.1320.

Common Area means a portion of a residential property that is available for use by occupants of more than one dwelling unit. Such an area may include, but is not limited to, hallways, stairways, laundry and recreational rooms, playgrounds, community centers, on-site day care facilities, garages and boundary fences.

Component means an architectural element of a dwelling unit or common area identified by type and location, such as a bedroom wall, an exterior window sill, a baseboard in a living room, a kitchen floor, an interior window sill in a bathroom, a porch floor, stair treads in a common stairwell, or an exterior wall.

Containment means the physical measures taken to ensure that dust and debris created or released during lead-based paint hazard reduction are not spread, blown or tracked from inside to outside of the worksite.

De Minimis levels means 20 square feet on exterior surfaces; two (2) square feet on an interior surface in a single room or interior space; or ten (10) percent of individual small components (e.g., windowsills) on the interior or exterior.

Deteriorated paint means any interior or exterior paint or other coating that is peeling, chipping, chalking or cracking, or any paint or coating located on an interior or exterior surface or fixture that is otherwise damaged or separated from the substrate.

Dwelling unit means a: (1) Single-family dwelling, including attached structures such as porches and stoops; or (2) Housing unit in a structure that contains more than one (1) separate housing unit, and in which each such unit is used or occupied, or intended to be used or occupied, in whole or in part, as the home or separate living quarters of one (1) or more persons.

Elevated blood level (EBL): Excessive absorption of lead. Excessive absorption is a confirmed concentration of lead in whole blood of 20 ug/dl (micrograms of lead per deciliter) for a single test or of 15-19 ug/dl in two consecutive tests 3-4 months apart.

Evaluation means a risk assessment, a lead hazard screen, a lead-based paint inspection, paint testing or a combination of these to determine the presence of lead-based paint hazards or lead-based paint.

HEPA: A high efficiency particle accumulator as used in lead abatement vacuum cleaners.

Lead-based paint: A paint surface, whether or not defective, identified as having a lead content greater than or equal to 1 milligram per centimeter squared (mg/cm<sup>2</sup>), or 0.5% by weight or 5000 parts per million (PPM).



Lead-based paint hazard means any condition that causes exposure to lead from dust-lead hazards, soil-lead hazards, or lead-based paint that is deteriorated or present in chewable surfaces, friction surfaces, or impact surfaces, and that would result in adverse human health effects.

Paint stabilization means repairing any physical defect in the substrate of a painted surface that is causing paint deterioration, removing loose paint and other material from the surfaces or painted surfaces to be treated, and applying a new protective coating of paint.

Paint testing means the process of determining, by a certified lead-based paint inspector or risk assessor, the presence or the absence of lead-based paint on deteriorated paint surfaces or painted surfaces to be disturbed or replaced.

Paint removal means a method of abatement that permanently eliminates lead-based paint from surfaces.

Permanent means an expected design life of at least 20 years.

Play area means an area of frequent soil contact by children of less than six (6) years of age, as indicated by the presence of play equipment (e.g. sandboxes, swing sets, sliding boards, etc).

Residential property means a dwelling unit, common areas, buildings, exterior surfaces and any surrounding land, including outbuildings, fences and play equipment affixed to the land, belonging to an owner and available for use by residents, but not including land used for agricultural, commercial, industrial or other non-residential purposes, and not including paint on the pavement of parking lots, or roadways.

Risk Management means: (1) An on-site investigation to determine the existence, nature, severity, and location of lead-based paint hazards; and (2) The provision of a report by the individual or firm conducting the risk assessment explaining the results of the investigation and options for reducing lead-based paint hazards.

Substrate means the material directly beneath the painted surface of which the components are constructed, including wood, drywall, plaster, concrete, brick or metal.

Visual assessment means looking for as applicable:

1. Deteriorated paint;
2. Visible surface dust, debris and residue as part of a risk assessment; or
3. Clearance examination; or

4. The completion or failure of a hazard reduction measure.

Worksite means an interior or exterior area where lead-based paint hazard reduction activity takes place. There may be more than one worksite in a dwelling unit or at a residential property.

### **13.4 INSPECTION REQUIREMENTS AND GENERAL ACTIONS**

The requirements of this Section do not apply to 0-bedroom units, units that are certified by a qualified inspector to be free of lead-based paint, or units designated exclusively for the elderly. The requirements of subpart M of 24 CFR part 35 apply to all units constructed prior to 1978 covered by a HAP contract under part 982. There are two (2) conditions with corresponding procedures to inspect for in the Housing Quality Standards inspection, as follows.

**Condition 1:** Units constructed prior to 1978 with a child under 6 years old.

PHA's must visually inspect (visual assessment) to identify deteriorated paint (defective paint), at the initial and each periodic inspection, on the interior and exterior of the unit.

#### A. Procedures

1. All deteriorated paint must be treated. There are no limits to the surfaces covered by the requirement and includes:
  - a. All surfaces within the dwelling unit
  - b. All surfaces on the exterior of the unit, regardless of height from the ground
  - c. All common areas serving the dwelling unit (see definitions)

#### B. Treatment

1. The owner shall stabilize each deteriorated paint surface in accordance with 35.1330 (a) & (b) before the start of an assisted occupancy.
2. If an assisted occupancy started prior to a periodic inspection, paint stabilization must be completed within 30 days of notification of the owner of the results of the visual assessment.
3. Clearance of the dwelling unit if paint stabilization is conducted. Clearance test must be conducted by certified risk assessors or certified lead-based paint inspectors, or sample technician/clearance inspectors working under them.

4. IHFA may exempt from such treatment defective paint surfaces that are found in a report by a qualified lead-based paint inspector not to be lead-based paint. (see definitions) For purposes of this Section, a qualified lead-based paint inspector is a State or local health or housing agency, a lead-based paint inspector certified or regulated by a State or local health or housing agency, or an organization recognized by HUD.
5. Treatment of defective paint surfaces required under this Section must be completed within 30 calendar days of IHFA notification to the owner. When weather conditions prevent treatment of the defective paint conditions on exterior surfaces within the 30-day period, treatment as required by procedures in paragraphs below, may be delayed for a reasonable time. Generally until weather conditions (precipitation and temperature) have improved to allow necessary work to take place effectively. Reinspections of defective paint should begin as soon as weather permits and be completed no later than July 1st. A landlord must request a weather deferral in writing and will be required to sign the Weather Deferral Acknowledgment in order for the request to be approved. By doing so, the landlord acknowledges and accepts the conditions of the deferral which states that if a deferral is granted and the landlord subsequently fails to adequately repair defective paint to pass HQS, the landlord will reimburse HAP amounts paid after the deferral was granted.
  - Acceptable methods of treatment are the following: removal by wet scraping, wet sanding, chemical stripping on or off site, replacing painted components, scraping with infra-red or coil type heat gun with temperatures below 1100 degrees, HEPA vacuum sanding, HEPA vacuum needle gun, contained hydro blasting or high pressure wash with HEPA vacuum, and abrasive sandblasting with HEPA vacuum. Surfaces must be covered with durable materials with joint edges sealed and caulked as needed to prevent the escape of lead contaminated dust.
  - During exterior treatment soil and playground equipment must be protected from contamination.
  - Owner provides notice to the occupants describing the results of the clearance examination.

### C. Maintenance

1. Ongoing maintenance of painted surfaces and safe work practices are to be incorporated into regular building operations.
2. Ongoing Lead-Based Paint Maintenance

- Visually assessing at least once a year the condition of painted surfaces to identify deteriorated paint.
- Stabilizing any deteriorated paint.
- Using safe work practices when performing any maintenance or renovation that disturbs paint that may be lead-based paint.

#### D. Safe Work Practices

##### 1. Occupant protection

The owner must take appropriate action to protect residents and their belongings from hazards associated with treatment procedures. Residents must not enter spaces undergoing treatment until cleanup is completed. Personal belongings that are in work areas must be relocated or otherwise protected from contamination.

##### 2. Work site preparation

The worksite shall be prepared to prevent the release of leaded dust, and contain lead-based paint chips and other debris from hazard reduction activities within the worksite until they can be safely removed. Practices that minimize the spread of leaded dust, paint chips, soil and debris shall be used during worksite preparation.

A warning sign shall be posted at each entry to a room where hazard reduction activities are conducted when occupants are present; or at each main and secondary entryway to a building from which occupants have been relocated; or, for an exterior hazard reduction activity, where it is easily read 20 feet from the edge of the worksite. Each warning sign shall be as described in 29 CFR 1926.62(m), except that it shall be posted irrespective of employees' lead exposure and, to the extent practicable, provided in the occupants' primary language.

##### 3. Specialized cleanup

All treatment procedures must be concluded with a thorough cleaning of all surfaces in the room or area of treatment to remove fine dust particles. Cleanup must be accomplished by wet washing surfaces with a lead solubilizing detergent such as trisodium phosphate or an equivalent solution.

Waste and debris must be disposed of in accordance with all applicable Federal, State, and local laws.

Prohibition of certain methods of paint removal. Prohibited methods of removal are the following: open flame burning or torching, machine sanding or grinding without a HEPA exhaust, uncontained hydro blasting or high pressure wash, and dry scraping except around electrical outlets or except when treating defective paint spots no more than two square feet in any one interior room or space (hallway, pantry, etc.) or totaling no more than twenty square feet on exterior surfaces

Safe work practices are not required if the total area of paint surfaces being disturbed is no more than de minimus exemption levels of 20 square feet on exterior surfaces, or two square feet on interior surfaces, or 10% of the total surface area on an interior or exterior component with a small surface area, such as window sill, baseboards, and other trim.

**Condition 2:** Units constructed prior to 1978 with a child under six (6) years old with an identified environmental intervention blood level (EIBL).

A. Procedure

1. IHFA must attempt to obtain quarterly from local health agencies the names and addresses of children with identified EBLs and must match this information with the names and addresses of participants under this part. If a match occurs, IHFA must determine whether local health officials have tested the unit for lead-based paint. If the unit has lead-based paint, IHFA must require the owner to treat the lead-based paint. If the owner does not complete the corrective actions required by this Section, the family must be issued a voucher to move. Currently the State of Idaho Department of Health and Welfare, Office of Epidemiology and Food Protection is unable to release this information due to constraints by statewide privacy/disclosure laws and Federal HIPAA laws. IHFA will continue to attempt to obtain this information on an annual basis.
2. Within 15 days after being notified by a public health department or other medical health care provider of an EIBL child, the designated party (PHA) program administrator shall complete a risk assessment and immediately provide the report of risk assessment to the property owner.
3. Verification is required if the information of an EIBL child is from any source other than a public health department or a medical health care provider.
4. Within 30 days after receiving the risk assessment report, the owner shall complete the reduction of identified lead-based paint hazards.
5. Hazard reduction is complete when a clearance report states that lead-based paint hazards have been treated with interim controls or abatement, or when the public health department certifies that clearance is complete.

6. The owner shall notify the building residents of any evaluation or hazard reduction activities.
7. The designated party shall report the name and address of a child identified as having EIBL to the public health department within five (5) working days of being so notified by any other medical health professional.

#### Other Responsibilities

IHFA must keep a copy of each inspection report for at least three years. If a dwelling unit requires testing, or if the dwelling unit requires treatment of chewable surfaces based on the testing, IHFA must keep the test results indefinitely and, if applicable, the owner certification and treatment. The records must indicate which chewable surfaces in the dwelling units have been tested and which chewable surfaces were tested or tested and treated in accordance with the standards prescribed in this Section, such chewable surfaces do not have to be tested or treated at any subsequent time.

### **13.5 PERFORMANCE REQUIREMENTS AND ACCEPTABLE CRITERIA**

#### A. Access

##### 1. Performance Requirement

The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

#### B. Site and Neighborhood

##### 1. Performance Requirement

The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants.

##### 2. Acceptability Criteria

The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps, instability, flooding, poor drainage, septic tank back-ups or sewage hazards, mudslides, abnormal air pollution, smoke or dust, excessive noise, vibration or vehicular traffic, excessive accumulations of trash, vermin or rodent infestation, or fire hazards.

## C. Sanitary Condition

### 1. Performance Requirement

The dwelling unit and its equipment must be in sanitary condition.

### 2. Acceptability Criteria

The dwelling unit and its equipment must be free of vermin and rodent infestation.

## D. Smoke Detectors

### 1. Performance Requirements

- a. Except as provided in the below paragraph of this Section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. 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). 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). A statement is included on the smoke detector certification that informs all participants of their right to request a smoke detector for hearing impaired persons as a reasonable accommodation.
- b. For units assisted prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors prior to April 24, 1993, 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).

## **13.6 EXCEPTIONS TO THE HQS ACCEPTABILITY CRITERIA**

IHFA will utilize the acceptability criteria as outlined above with applicable State and local codes. Additionally, IHFA has received HUD approval to require the following additional criteria:

- A. Weather Stripping will be required around doors (and windows if necessary) to prevent the loss of heat and prevent cold air from coming into the unit.

## **13.7 TIME FRAMES AND CORRECTIONS OF HQS FAIL ITEMS**

### **A. Correcting Initial HQS Fail Items**

IHFA will schedule a timely inspection of the unit on the date the owner indicates that the unit will be ready for inspection, or as soon as possible thereafter. Upon receipt of a Request for Tenancy Approval, units that are within two (2) hours, one-way will be inspected within seven (7) working days; units that are over two (2) hours, one-way, will be inspected within fourteen (14) working days. NOTE: this applies to initial inspections only. The owner and participant will be notified in writing of the results of inspection. If the unit fails HQS again, the owner and the participant will be advised to notify IHFA to reschedule a re-inspection when the repairs have been properly completed.

On an initial inspection, the owner will be given up to 30 days to correct the items noted as failed, depending on the extent of the repairs that are required to be made. No unit will be placed in the program until the unit meets the HQS requirements.

### **B. HQS Fail Items for Units under Contract**

The owner or participant will be given time to correct the failed items cited on the inspection report for a unit already under contract. If the failed items endanger the family's health or safety (using the emergency items in Section 13.8), the owner or participant will be given 24 hours to correct the violations. For less serious failures, but those that still qualify as serious (see Section 13.8) the owner or participant will be given 48 to 72 hours to correct the fail item. For all non-emergency repairs, the owner or participant will be given up to 30 days to correct the failed item(s).

If the owner fails to correct the HQS failed items after proper notification has been given, IHFA will abate payment and terminate the contract in accordance with Sections 13.9 and 16.2C(6).

If the participant fails to correct the HQS failed items that are family-caused after proper notification has been given, IHFA will terminate assistance for the family in accordance with Sections 13.2(B) and 16.2C.

### **C. Time frames for Corrections**

1. Emergency repair items must be abated within 24 hours of inspection.
2. Repair of non-working refrigerators, range (with no working burners regardless of whether or not the oven works) and oven, or a major plumbing fixture supplied by the owner must be abated within 72 hours of inspection.



3. For all other non-emergency repairs, the owner will have up to 30 days to complete.

#### D. Extensions

At the sole discretion of IHFA, extensions of up to 30 days may be granted to permit an owner to complete repairs if the owner has made a good faith effort to initiate repairs. If repairs are not completed within 60 days after the initial inspection date, IHFA will abate the rent and cancel the HAP contract for owner noncompliance. Appropriate extensions will be granted if a severe weather condition exists for such items as exterior painting and outside concrete work for porches, steps, and sidewalks. Extensions beyond 30 days, for non-weather related items, will generally not be granted and will be considered on a case-by-case basis.

#### E. Landlord Certification of Repair Items

Under certain circumstances, IHFA will accept landlord certification of repair, which includes receipts or other documentation such as pictures, or invoices from contractors.

##### 1. General Certificate Acceptability Provisions

If the unit is within the branch office city limits, or under 60 miles one-way from the branch office, a reinspection will be required and a certification will not be accepted.

If the unit is over 60 miles one-way or extreme hazardous weather conditions prevail, a certification may be accepted for 24, 48, or 72-hour fail items at annual, complaint, special, or emergency HQS inspections, or for initial lease ups where the repair will be done quickly so that HAP payments may begin. In the event the fail item does not pass at reinspection, IHFA will recoup any HAP amounts paid from the time the fail item would have been required to pass, until the fail item actually passes.

Minor fail items will not be required to be reinspected until the time of the next regularly scheduled inspection for any applicant or participant in that area, but no later than 60-days after receiving the certification. If the inspector is not scheduled to be in that area for other inspections during the specified timeframe, an inspection will be scheduled. Minor fail items include:

- a. Missing or cracked switch plates/outlet covers
- b. Missing knob/burner/element on a range/oven
- c. Missing outdoor bulb light covers

- d. Missing or deteriorated weather-stripping around doors and windows
- e. Unvented dryers that pose no hazard

## 2. Annual HQS Inspections

At the failed annual inspection, the landlord will be required to sign a statement acknowledging the abatement and recoupment of HAP if the repairs are not completed within the required timeframes. In the event the landlord is not present at the inspection, a copy of the fail letter will be left with the participant, and for purposes of expediency, the landlord will be contacted by phone and either fax or email regarding fail items and acknowledgement of abatement policies.

- a. Certifications will be accepted at an ANNUAL HQS Inspection if the unit is more than 60 miles from the branch office.
- b. For 24-hour fail items on units under contract, a certification must also be signed by the participant acknowledging that the item has been completed, and must be received within 24 hours of the inspection by fax, email, or mail. **If the certification is not received within 24-hours, the rent will be abated.**
- c. For 48 or 72-hour fail items under contract, a certification must also be signed by the participant acknowledging the item has been completed, and must be received within three (3) days of the inspection.
- d. 24, 48, and 72-hour fail items must be physically viewed or reinspected within 30 days.

## 3. Initial/Move HQS Inspections

- a. Certifications will be accepted for units 60 miles or more from the branch office where the repair will be done quickly, so that HAP payments can begin.
- b. Providing that all other HQS repairs have been made, IHFA will pass the unit upon receipt of a landlord's certification and receipts. In the event the fail item does not pass, IHFA will recoup any HAP amounts paid, and may terminate the HAP contract.
- c. For Cracked Windows **only** (with no cutting hazard) – in lieu of a receipt, and providing that all other HQS repairs have been made, a work order or other documentation that the item has been ordered will be accepted so that HAP payments can begin. All repairs must be reinspected within 30-60 days.

### **13.8 EMERGENCY FAIL ITEMS**

The following items are to be considered examples of emergency items that need to be abated within 24 hours:

- A. No water to the unit
- B. No electricity
- C. Inability to maintain adequate heat
- D. Major plumbing leak
- E. Natural gas leak
- F. Broken lock(s) on first floor doors or windows or on doors or windows on other floors that would allow intrusion
- G. Broken windows that pose a cutting hazard
- H. Electrical outlet smoking or sparking
- I. Exposed electrical wires, which could result in shock or fire
- J. Unusable toilet when only one toilet is present in the unit
- K. Other conditions which pose an immediate threat to health or safety

The following items are to be considered examples of serious items that need to be abated within 48 to 72 hours:

- A. No hot water
- B. Broken windows that unduly allow weather elements into the unit
- C. Broken or inoperable smoke detectors (48 hours)
- D. Non-working refrigerators, range with no working burners (regardless of whether or not the oven works), or a major plumbing fixture supplied by the owner

### **13.9 ABATEMENT**

When a unit fails to meet HQS and the owner has been given an opportunity to correct the deficiencies, but has failed to do so within the required timeframe, the rent for the dwelling unit will be abated.

The initial abatement period will not exceed 30 days. If the corrections of deficiencies are not made within the 30-day timeframe, the HAP contract will be terminated and the abatement will continue until the repairs are made or the final termination date of the HAP contract. An exception may be made if the owner requests and receives an extension due to extreme extenuating circumstances, during which time the abatement will continue. When the deficiencies are corrected, IHFA will end the abatement the day the unit passes inspection. Rent will resume the following day and be paid the first day of the next month.

For participant-caused HQS deficiencies, the owner will not be held accountable and the rent will not be abated. The participant is held to the same standard and timeframes for correction of deficiencies as owners. If repairs are not completed by the deadline, IHFA will send a notice of termination to both the participant and the owner. The participant will be given the opportunity to request an informal hearing.

## NOTES