

F. ADDITIONS TO HQS

The objective of Housing Quality Standards (HQS) inspections is to ensure that all dwelling units leased to HCV participants provide for a safe and healthy environment with living facilities arranged and equipped to ensure such condition.

GROUND FAULT INTERRUPTERS:

All 125-volt, single-phase, 15 and 20-ampere receptacles installed in the locations specified below shall have ground-fault circuit interrupter protection in accordance with the National Electric Code:

All receptacles located 6 feet from any water source must be GFCI protected.

- Bathrooms.
- Garages, Laundry rooms and grade-level portions of unfinished accessory buildings used for storage or work areas.
 - Exception 1- Receptacles that are not readily accessible.*
 - Exception 2- A single receptacle or a duplex receptacle for two appliances located within dedicated space for each appliance that in normal use is not easily moved from one place to another, and that is cord and plug connected in accordance with code.*
- Exterior receptacles and outdoors porches must have covers on all outlets and must be GFCI protected.
- Crawl Spaces Where the crawl space is at or below grade level.
- Kitchens. Where the receptacles are installed to serve the countertop surfaces.
- Wet bar sinks. Where the receptacles are installed to serve the countertop surfaces and are located within 6 ft of the outside edge of the wet bar sink.

ELECTRICAL OUTLETS:

The outlets required by type of room are:

1. Living Room – Requires 2 outlets or 1 outlet and 1 permanently installed ceiling or wall light fixture.
2. Kitchen– Requires at least 1 working outlet and 1 permanently installed wall or ceiling light fixture in working condition. A working outlet cannot be substituted for a light fixture. See also GFI requirement above.

NOTE: Kitchens 50 square feet or less require 2 remote convenience outlets. Kitchens over 50 square feet require at least 3 separate and remote convenience outlets).

3. Bathroom – Requires a permanent light fixture in working condition, (an outlet cannot substitute for a permanent light fixture) and at least 1 receptacle outlet. See also GFI requirement above.
4. Bedroom or any other room used for sleeping – Requires two outlets or 1 outlet and one permanently installed light fixture.

5. All other rooms used for living – Require a means of natural or artificial illumination such as a light fixture, a wall outlet to serve as a lamp, a window in the room or adequate light from an adjacent room.

All outlets and light switches must have cover plates and cannot be cracked or damaged or have paint on them.

All bedroom light switches must be in the same room that they service.

NOTE: The following items are not considered permanently installed light fixtures:

- Table or floor lamps.
- Ceiling lamps plugged into a socket.
- Extension cord plugged into another plug.

RANGE AND REFRIGERATOR:

All units must have a range and a refrigerator in good working condition. Appliances must be clean and the gaskets in good condition.

- The range (stove top and oven) must be free from any heavy build-up of grease to avoid a fire hazard.
- Burner rings and pans must be present and for each burner and free of rust and heavy build-up of grease.
- All knobs must be present and in working condition..
- If a bottom drawer is present in the range, it must be free of rust, and grease.

SMOKE DETECTORS:

Each dwelling unit must include at least 1 battery operated or hard wired smoke detector in proper working condition on each level of the unit or on a split plan house outside of each sleeping area.

Inoperable smoke detectors are a serious health threat and will be treated by the HA as an emergency (24 hour) fail item. If the smoke detector is not operating properly, the HA will contact the owner by phone and request the owner to repair the smoke detector within 24 hours. The HA will re-inspect the unit the following day.

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

The smoke detector must be located in a hallway adjacent to a bedroom. It must be mounted on the ceiling at least 4 inches from a wall or on a wall with the top of the detector not less than 4 inches nor more than 12 inches below the ceiling. Detectors may not be installed in kitchens, garages or other spaces where the temperature can fall below 32 degrees F or exceed 100 degrees F.

NOTE: Units occupied by hearing-impaired persons must have smoke detectors designed for the hearing-impaired in each bedroom occupied by the hearing-impaired person.

BREAKER OR FUSE BOX:

The breaker box must have a cover and no missing blanks or fuses.

1. The breaker or fuse box must be accessible.
2. Padlocks on breaker box are not allowed and will FAIL the unit unless both the tenant and owner have a key to the padlock.
3. Breaker or fuse panel cannot be located in another unit nor can the unit contain the panels from another unit.

WINDOWS:

Every living and sleeping area must have a window with direct access to outside. Bathrooms must have a working window or a working exhaust fan.

- All windows, which were designed to be operable, must be in operating condition.
- All windows must be accessible for inspection and for an emergency exit.
- All windows must lock properly.
- All windows designed to open must have screens that are not damaged in any way.
- ALL windows must be weather tight, water tight, rodent proof and insect proof.
- All window sashes must be in good condition, solid and intact and fit properly in the window frame. Damaged or deteriorating sashes must be replaced.

NOTE: A small crack in windowpane is acceptable if the glass is not loose and does not have sharp edges.

FLOORING:

Floors must be in good condition free of any trip hazards. All floors in interior living area's must be finished.

LIGHT & VENTILATION:

Each habitable room within a dwelling or apartment shall have at least one window or skylight facing directly to the outdoors.

The minimum total window area for each habitable room shall be 8% of the floor area of the room. Whenever the only window in a room is a skylight type window in the top of the room, the total window area shall equal at least 15% of the total floor area of that room.

LAUNDRY AREA:

Every laundry area shall contain at least one grounded-type receptacle. Washing machines require 110 Amp receptacle(s) and, if applicable, dryers require a 220 Amp.

MAINTENANCE:

All buildings or structures and all parts shall be maintained in sound condition, good working order, and in safe and sanitary manner. Each building and structure shall be provided with a means of egress as required by local and/or national code and these required openings may not be obstructed.

- All foundation walls, exterior walls and roofs shall be weather tight, watertight and rodent proof

- Each window, exterior door and hatchway shall be weather tight, watertight, rodent proof and insect proof
- Each outside stair, porch appurtenance shall be safe to use and capable of supporting the load designed and contracted to serve
- Each yard or public area shall be properly graded to obtain thorough drainage.
- Every sleeping room within a building or structure must be provided with 2 means of egress
- All exterior wiring must be protected by conduit
- All exterior surfaces must be free from cracking, scaling, peeling, chipping and loose paint or adequately treated or covered, regardless of whether the paint has been treated for lead content
- A sidewalk or stepping stones must be provided from the front door to the curb of the driveway
- Each unit must have house numbers that are visible from the street
- Each fuel oil tank, if applicable, must be sound, secured and maintained in a level position

BURGLAR BARS:

Burglar bars or other equipment or devices, which obstruct the required openings, must be capable of being opened from the inside without the use of separate keys or tools.

HAND RAILINGS:

Railings are required on any unenclosed structure over 3 feet from ground level or any steps containing 4 or more risers.

SCREENS:

Each dwelling unit without Central Heat and A/C, shall be protected against mosquitoes, flies and other insects and pests by providing each window with a screen. All other openings to the outside, excluding doors, which are used or intended to be used for ventilation shall be supplied with screens.

ACCESSORY STRUCTURES:

Garage, storage buildings, fence(s), buffer walls shall be maintained in good repair and sound structural condition and shall not be allowed to deteriorate to an unsound or unsightly appearance.

HOUSEKEEPING:

Each occupant of a unit is responsible for the disposal of all garbage in a clean and sanitary manner by placing it in the garbage disposal facility or garbage container.

YARD MAINTENANCE STANDARDS:

Ground cover including but not limited to grass, mulch, and/or shrubbery for all exposed sand or soil areas, or otherwise as required by local codes and ordinances.

SPACE, USE & LOCATION:

Each dwelling unit shall contain at least 150 square feet of habitable floor area for the first occupant & at least 100 square feet of additional floor area for each additional

occupant.

Each room for sleeping purposes shall contain at least 70 square feet of habitable floor area, with no horizontal dimension being less than 7 feet at the narrowest point. Every room occupied for sleeping by more than 1 occupant shall contain at least 50 square feet of additional habitable floor area for each occupant.

Each bedroom must contain either a portable wardrobe or closet (including a clothes rod) for the proper hanging and storage of clothes. Each bedroom should have an interior door.

PEELING PAINT:

No peeling paint should be anywhere inside or outside the unit. Surface is to be scraped and repainted with 2 coats of non-lead based paint.

WATER:

Water supply must be connected to an approved public or private system. If it is a private system, the owner will be asked whether the well has been tested and whether it was approved. Verification may be required.

SEWER:

The unit must be connected to an approved public or private system. If private system is used, owner will be asked the type of system. The inspector will determine whether it meets local health and safety standards. Evidence of sewer back-up will warrant a fail rating.

BATHROOM:

1. Each unit must have a bathroom for the exclusive, private use of the tenant and be connected to a hot and cold running water supply and contain a sink, toilet, tub and/or shower in proper working order.
2. The primary bathroom must contain a toilet paper holder, or shelf, a vanity mirror, and a shower rod (if a shower is present). The primary bathroom must also contain adequate towel bars in relation to the number of occupants.
3. The tub/shower unit must be adequately caulked or grouted and secured. The walls must be free of any hazards such as broken or jagged edges and should be impervious to water, if a shower is present.
4. Each toilet must have a toilet tank cover. The toilet seat must be free of any hazards. The porcelain of all bathroom fixtures and must be clean and free of major stains.
5. All plumbing holes must be sealed.
6. Ground Fault Interrupters are required.

KITCHEN:

1. Each dwelling unit must have a specific kitchen area.
2. Each kitchen must contain an oven and stove (or range) with all parts in proper working order.
3. Each unit must contain a properly working refrigerator of appropriate size for the unit. All refrigerator parts and accessories should be present and in good working order, including shelves, vegetable bins and covers, etc.
4. Each kitchen must contain a sink with hot and cold running water and with an approved drain with gas trap
5. All plumbing holes in walls and floors must be sealed
6. Each unit must have space for food storage and preparation. The countertop surface adjacent to the sink must be impervious to water and free of paper based coverings (such as adhesive-backed paper) and should have a back-splash
7. The kitchen floor must be sound, free from hazardous defects and impervious to water with covering such as tile or linoleum
8. Ground Fault Interrupters are required. See requirement in this chapter

MOBILE HOMES:

If the unit is a mobile home, it must be properly placed and tied down and have at least one (1) smoke detector in working condition.

GENERAL HEALTH AND SAFETY:

1. The access to the unit may not be gained through another unit
2. The unit must have adequate covered facilities for temporary storage and disposal of wastes
3. All elevators must display a current inspection certificate (or date of last inspection verified by owner) and must be operating safely and properly
4. The unit must be free from abnormally high levels of air pollution from vehicular exhaust, sewer gas, fuel gas, dust or other pollutants
5. The site and immediate neighborhood must be free from conditions, which would seriously and continuously endanger the health and/or safety of the residents
6. Each unit must have an individual mailbox for the exclusive private use of the tenant

G. EMERGENCY REPAIR ITEMS (24 CFR 982.401(a))

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

- Inoperable smoke detector(s)

- Lack of security for the unit
- Waterlogged ceiling in imminent danger of falling
- Major plumbing leaks or flooding
- Natural gas leak or fumes
- Electrical problem which could result in shock or fire
- No heat when outside temperature is below 40 degrees Fahrenheit and temperature inside unit is below 59 degrees Fahrenheit.
- Utilities not in service
- No running hot water
- Broken glass where someone could be injured
- Obstacle which prevents tenant's entrance or exit
- Lack of functioning toilet

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

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

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

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

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

Abatement

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

The HA will make every effort to inspect abated units within 7 days of the owner's notification that the work has been completed.

If the owner makes repairs during the abatement period, the housing assistance payment will resume on the day the unit passes inspection / or from the date the owner certifies repairs were made.

The HA 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 tenant is not responsible for the HA's portion of rent that is abated.

Reduction of Payments

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

1. The owner has a good history of HQS compliance.
2. The failed items are minor in nature.
3. There is an unavoidable delay in completing repairs due to difficulties in obtaining parts or contracting for services
4. The owner makes a good faith effort to make the repairs.
5. The repairs are expensive (such as exterior painting or roof repair) and the owner needs time to obtain the funds.
6. The repairs must be delayed due to climate conditions.

The extension will be made for a period of time not to exceed 20 days. At the end of that time, at the HA's discretion, if the work is not completed or substantially completed, the HA will begin the abatement or termination of assistance.

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 Notice of Proposed Termination. Prior to the effective date of the termination, the abatement will remain in effect.

If repairs are completed before the effective termination date, the termination may be rescinded by the HA if the tenant chooses to remain in the unit. Generally, only one Housing Quality Standards inspection is required to be conducted after the termination notice is issued.