

## **F. ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS**

[24 CFR 982.401 (a)]

The PHA adheres to the acceptability criteria in the program regulations.

### Additions

Walls:

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

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 condition. (Applies only if screens are present)**

**Any room for sleeping must have a window.**

Doors:

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

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

Floors:

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

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

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

Sinks:

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

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

**All sinks must have functioning stoppers.**

Security:

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

**Owners are responsible for providing and replacing old batteries for battery powered units.**

**Tenants will be instructed not to tamper with smoke detectors or remove batteries.**

Bedrooms:

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

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

### Modifications

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

## **G. 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 24 hours of notice by the inspector:

**Lack of security for the unit**

**Waterlogged ceiling in imminent danger of falling**

**Major plumbing leaks or flooding**

**Natural gas leak or fumes**

**Electrical problem, which could result in shock or fire**

**No heat when outside temperature is below 60 degrees Fahrenheit and temperature inside unit is below 68 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**

**In those cases where there is leaking gas, 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 PHA will notify proper authorities.**

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

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

### **Smoke Detectors**

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

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

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

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

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

[24 CFR 982.405, 982.453]

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

### **Abatement**

A Notice of Abatement will be sent to the owner, and the abatement will be effective from the day after the date of the failed inspection. The notice is generally for **15** days, depending on the nature of the repair(s) needed.

The PHA will 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, payment will resume on the day the unit passes inspection.

**The PHA will advise owners of their responsibility to notify the tenant of when the re-inspection will take place.**

The family will be notified of the re-inspection date and requested to inform the owner.

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

### **Reduction of Payments**

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

**Extensions will not go beyond 30 calendar days from the date of the failed HQS inspection.**

**The HAP contract will terminate at the end of the 30<sup>th</sup> day.**

**The owner has a good history of HQS compliance.**

**The failed items are minor in nature.**

**There is an unavoidable delay in completing repairs due to difficulties in obtaining parts or contracting for services.**

**The repairs must be delayed due to climate conditions.**

**The extension will be made for a period not to exceed 30 calendar days from the date the failed inspection. At the end of that time, if the work is not completed, the PHA will terminate the contract. Abatement and termination of assistance may also begin.**

### **Termination of Contract**

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

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

## **I. DETERMINATION OF RESPONSIBILITY**

[24 CFR 982.404, 982.54(d) (14)]

Certain HQS deficiencies are considered the responsibility of the family:

Tenant-paid utilities not in service

Failure to provide or maintain family-supplied appliances

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

**"Normal wear and tear" is defined as items, which could not be charged against the tenant's security deposit under state law or court practice.**

The owner is responsible for all other HQS violations.

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

**The inspector will make a determination of owner or family responsibility during the inspection. The owner or tenant may appeal this determination to the Executive Director within three (3) calendar days of the inspection.**

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

## **J. CONSEQUENCES IF FAMILY IS RESPONSIBLE**

[24 CFR 982.404(b)]

If emergency or non-emergency violations of HQS are determined to be the responsibility of the family, the PHA will require the family make any repair(s) or corrections within **same number of days as for owner fails**. If the repair(s) or correction(s) are not made in this time, the PHA will terminate assistance to the family, after providing an opportunity for an informal hearing. The Executive Director must approve extensions in these cases. 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.

## **H. INFORMATION TO OWNERS**

[24 CFR 982.307(b), 982.54(d) (7)]

In accordance with HUD requirements, the PHA will furnish prospective owners with the family's current address as shown in the PHA's records and, if known to the PHA, the name and address of the property owner at the family's current and prior address.

**The PHA will make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection.**

The PHA will inform owners that it is the responsibility of the property owner to determine the suitability of prospective tenants. Owners will be encouraged to screen applicants for rent payment history, payment of utility bills, eviction history, respecting the rights of other residents, damage to units, drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others, and compliance with other essential conditions of tenancy.

A statement of the PHA's policy on release of information to prospective property owners will be included in the briefing packet, which is provided to the family.

**The PHA will provide the following information, based on documentation in its possession:**

**Eviction history**

**Damage to rental units**

**Drug trafficking by family members for the last 5 years**

The information will be provided for the last 3 years.

The information will be provided orally.

Only the **Housing Specialist, Deputy Director, or Executive Director** may provide this information. The PHA's policy on providing information to owners is included in the briefing packet and will apply uniformly to all families and owners.

## **K. CONTRACT EXECUTION PROCESS**

[24 CFR 982.305(c)]

The PHA prepares the Housing Assistance Contract and lease for execution. The family and the owner will execute the lease agreement, and the owner and the PHA will execute the HAP contract. Copies of the documents will be furnished to the parties who signed the respective documents. The PHA will retain a copy of all signed documents.

The PHA makes every effort to execute the HAP contract before the commencement of the lease term. The HAP contract may not be executed more than 60 days after commencement of the lease term and no payments will be made until the contract is executed.

The following PHA representative(s) is/are authorized to execute a contract on behalf of the PHA:

**Executive Director.**

**Owners must provide the current address of their residence (not a Post Office box). If families lease properties owned by relatives, other than immediate family members, the owner's current address will be compared to the subsidized unit's address.**

Owners must provide an employer identification number or social security number **and a copy of their driver's license or other photo identification.**

**Owners must also submit proof of ownership of the property, such as a grant deed or tax bill, and a copy of the management agreement if the property is managed by a management agent.**

**The owner must provide a home telephone number and business number if applicable.**

Unless their lease was effective prior to June 17, 1998, a family may not lease properties owned by a parent, child, grandparent, grandchild, sister, or brother of any family member. The PHA will waive this restriction as a reasonable accommodation for a family member who is a person with a disability.

## **OWNER DISAPPROVAL AND RESTRICTION**

## **INTRODUCTION**

It is the policy of the PHA to recruit owners to participate in the Voucher program. The PHA will provide owners with prompt and professional service in order to maintain an adequate supply of available housing throughout the jurisdiction of the PHA. The regulations define when the PHA must disallow an owner participation in the program, and they provide the PHA discretion to disapprove or otherwise restrict the participation of owners in certain categories. This Chapter describes the criteria for owner disapproval, and the various penalties for owner violations.

### **A. DISAPPROVAL OF OWNER**

[24 CFR 982.306, 982.54(d) (8)]

The owner does not have a right to participate in the program. For purposes of this section, "owner" includes a principal or other interested party.

The PHA will disapprove the owner for the following reasons:

**HUD or other agency directly related** has informed the PHA that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 24.

HUD has informed the PHA that the federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other federal equal opportunity requirements and such action is pending.

HUD has informed the PHA that a court or administrative agency has determined that the owner has violated the Fair Housing Act or other federal equal opportunity requirements.

Unless their lease was effective prior to June 17, 1998, the owner may not be a parent, child, grandparent, grandchild, sister, or brother of any family member. The PHA will waive this restriction as a reasonable accommodation for a family member who is a person with a disability.

**In cases where the owner and tenant bear the same last name, the PHA may require, at its discretion, the family, and or owner to certify whether they are related to each other in any way.**

**The owner has violated obligations under a housing assistance payments contract under Section 8 of the 1937 Act (42 U.S.C. 1437f).**

**The owner has committed fraud, bribery, or any other corrupt act in connection with any federal housing program.**

**The owner has engaged in drug-related criminal activity or any violent criminal activity.**

**The owner has a history or practice of non-compliance with the HQS for units leased under the tenant-based programs or with applicable housing standards for units leased with project-based Section 8 assistance or leased under any other federal housing program.**

**The owner has a history or practice of renting units that fail to meet State or local housing codes.**

**The owner has a history or practice of failing to terminate tenancy of tenants of units assisted under Section 8 or any other federally assisted housing program for activity by the tenant, any member of the household, a guest or another person under the control of any member of the household that:**

**Threatens the right to peaceful enjoyment of the premises by other residents**

**Threatens the health or safety of other residents, of employees of the PHA, or of owner employees or other persons engaged in management of the housing**

**Threatens the health or safety of, or the right to peaceful enjoyment of their residences, by persons residing in the immediate vicinity of the premises; or**

**Is drug-related criminal activity or violent criminal activity**

**The owner has not paid State or local real estate taxes, fines or assessments.**

**The owner has failed to comply with regulations, the mortgage, or note, or the regulatory agreement for projects with mortgages insured by HUD or loans made by HUD.**

**B. OWNER RESTRICTIONS AND PENALTIES**

[24 CFR 982.453]

If an owner has committed fraud or abuse or is guilty of frequent or serious contract violations, the PHA will restrict the owner from future participation in the program for a period commensurate with the seriousness of the offense. The PHA may also terminate some or all contracts with the owner.

Before imposing any penalty against an owner, the PHA will review all relevant factors pertaining to the case, and will consider such factors as the owner's record of compliance and the number of violations.

See Program Integrity Addendum for guidance as to how owner fraud will be handled.

**C. CHANGE IN OWNERSHIP**

A change in ownership **does** require execution of a new contract **and** lease.

**The PHA may approve the assignment of the HAP contract at the old owner's request. The PHA may approve the assignment, since they are a party to the contract. The PHA may deny approval of assignment of the contract, for any of the reasons listed in Section A. of this chapter.**

**The PHA will process a change of ownership only upon the written request of the new owner and only if accompanied by a copy of the escrow statement or other document showing the transfer of title, recorded deed and the Employee Identification Number or Social Security number of the new owner.**

**The PHA must receive a written request by the old owner in order to change the HAP payee and/or the address to which payment is to be sent.**

**If the new owner does not want an assignment of the contract, the PHA will terminate the HAP contract with the old owner, since they are no longer the owner. The new owner may offer the family a new assisted lease. The family may elect to enter into the new lease or move to another nit.**