



# **Housing Choice Voucher Program**

## **HQS Inspection Guidebook**



## Chapter 1

### INTRODUCTION TO HOUSING QUALITY STANDARDS INSPECTIONS

Because of the wide variety of housing types, site conditions, evolving codes, and family compositions, not every conceivable building deficiency is represented in the CMHA HQS Guidebook. CMHA reserves the right to review on a case-by-case basis all issues relating to safety and inspection compliance.

While some of the inspection requirements may be similar or identical to provisions of local Codes, CMHA inspections do not certify compliance with said Codes. In all instances, it is the owner's responsibility to maintain property to meet all applicable state and local Codes and a tenant's right to request an inspection by the local Code Enforcement Agency.

The enclosed information will help you in preparing your unit for inspection. If you, as an owner, request an initial inspection by filling out our RTA packet, **YOUR UNIT MUST BE IN MOVE-IN CONDITION when the RTA is submitted to CMHA!** This means the unit is freshly painted, and plumbing, electrical, and HVAC workmanship must be presentable. There must not be previous tenant's belongings in the unit and the previous tenant cannot be living in the unit in an initial inspection.

#### 1.1. PURPOSE

The objective of the Housing Choice Voucher (HCV) Program is to assist low income families in leasing decent, safe, and sanitary housing at an affordable cost. The Department of Housing and Urban Development (HUD), as authorized by law, developed housing quality standards (HQS) that establish the minimum requirements housing must meet before assistance is provided under the HCV Program. These HQS represent the minimum requirements for determining that the housing is safe and sanitary. The Cincinnati Metropolitan Housing Authority (CMHA) is responsible for assuring that each unit occupied by a HCV Program participant meets the HQS. The use of the term "HQS" in this manual refers to the combination of HUD and CMHA standards/requirements. The HQS inspection policies in this guidebook are used when inspecting units under the HCV Program, both the tenant-based voucher program component and the project-based voucher program component.

#### 1.2 General requirements

All program housing must meet the following thirteen (13) HQS performance requirements both at commencement of assisted occupancy and throughout the assisted tenancy.

- Sanitary facilities
- Food preparation and refuse disposal
- Space and security
- Thermal environment
- Illumination and electricity
- Structure and materials

- Interior air quality
- Water supply
- Lead-based paint
- Access
- Site and neighborhood
- Sanitary conditions
- Smoke detectors

### **1.3 Inspections**

There are several types of HQS inspections that are conducted for units assisted under the HCV Program. CMHA performs the following inspections:

#### **Initial/Move-in Inspection**

The inspector conducts an initial HQS inspection after a voucher holder submits a Request for Tenancy Approval (RTA) and before a HAP Contract is signed under the tenant-based component of the HCV Program.

#### **Annual Inspection**

The inspector conducts an annual HQS inspection within 365 days of the last inspection (i.e., initial or annual) to determine that the unit is still in compliance with HQS.

#### **Biennial Inspection**

The inspector conducts an HQS inspection once within 24 months of the last biennial inspection to determine that the unit is still in compliance with HQS.

#### **Complaint Inspection**

The inspector conducts an HQS complaint inspection when he/she is notified that HQS violations may exist at an assisted unit.

#### **Emergency Inspection**

The inspector conducts an emergency inspection when there is an exigent health and safety situation at the assisted unit.

#### **Quality Control Inspections**

Quality control inspections are periodic in nature. These inspections are conducted by a CMHA inspection supervisor within 90 days of the date the last inspection was conducted. The purpose of these inspections is to determine that HQS are uniformly applied and interpreted by all inspectors.

#### **Re-inspections**

If a unit fails to meet HQS based on a CMHA inspection, the inspector must reinspect the unit to determine that the owner made the necessary corrections and that the unit meets HQS.

#### **Special Inspection**

The inspector conducts a special inspection to follow-up on any previously passed inconclusive inspection items or weather related repair extensions in order to verify their completion.

#### **1.4 General Health and Safety**

This is a very broad category that requires good judgment and common sense. The basic objectives are to ensure the following:

- The tenant has direct access to her / his own unit assuring privacy of the living quarters.
- The tenant has an acceptable alternate means of exit from the building in the event of a fire relative to the family composition.
- The tenant will not be exposed to chronic infestation of rats, mice, or insects.
- The tenant will not be exposed to unhealthful conditions from accumulation of garbage.
- The tenant has adequate means of storage and disposal of garbage and refuse.
- Interior and exterior stairways and common halls of the building are safe and adequately lighted.
- The interior of the unit is free from any other hazards not specified elsewhere.
- Elevators, when present, are operating so as not to present a hazard to occupants.
- The occupant is not exposed to abnormally high levels of harmful gasses or other pollutants.
- The occupant is not exposed to any dangerous site or neighborhood conditions. In regards to trash on site, CMHA will take into consideration trash pickup dates and other contributing factors such as recent set-outs, move-outs, evictions, etc.
- No interior furniture on the outside of the unit

**Windows:** All windows shall be fully supplied with window glass that is glazed and without cracks or holes. Windows shall have sashes in good condition that fit reasonably well within frames and are capable of being easily opened and held in position by hardware, including window locks, on all floors of the unit. Windows will be maintained so as to prevent inclement weather from entering the structure. Double pane windows should have both panes sealed. CMHA will allow up to a 10% moisture accumulation in the window as long as it does not impede view.

**Basement or cellar hatchways** shall be so constructed and maintained as to prevent the entrance of rodents, rain and surface drainage into the dwelling. Basement or cellar hatchways must be secured with latch or lock.

**Interior ceilings, walls, and floors shall** be maintained free of large holes, major cracks, loose or deteriorated materials or any other condition that constitutes a safety hazard to the occupants or is a harborage for insects or vermin, or admits water or dampness to the interior of the building.

**Floors; walls, including windows and doors; ceiling and other interior surfaces** shall be maintained in good, clean and sanitary condition. Peeling and cracked or loose plaster, decayed wood, and other defective surface conditions shall be eliminated.

**Carpets must be cleaned and the unit freshly painted for initial inspections.** Soiled carpet is the responsibility of the tenant. Carpet that appears to be excessively worn, frayed, will be the responsibility of the owner. Carpet damage will be the responsibility of the tenant. Ex. burns  
Tile floors must be free of large cracks and gaps. Missing or damaged tile must be replaced.  
Floors must follow the 3/8 inch tripping hazard rule.

**All interior stairs and railings and other exit facilities** of every structure shall be maintained in sound condition and good repair by replacing treads and risers that have evidence of excessive wear, are broken, warped and/or loose. Every inside stair shall be constructed and maintained so as to be safe to use and capable of supporting anticipated loads. Interior steps of four or more risers require a handrail.

**All stair risers and tread widths** should be relatively uniform in height and width throughout the entire flight of stairs.

**Every dwelling, cellars, basements and crawl spaces** shall be maintained reasonably free from dampness to prevent conditions conducive to decay or deterioration of the structure. Walls must be free of deteriorating cement, paint or material that is flaking and blistering. Scraping is required, and resealing may be necessary.

**All structures** shall be kept free from pest, insect, rodent and/or vermin infestation, and where pests, insects, rodents and/or vermin are found, they shall be properly identified and treated accordingly by acceptable processes that will not be injurious to human health. After treatment, proper precautions shall be taken to prevent reinfestation.

#### **Garage Conversions/Room Additions/Structural Modifications**

Any garage conversion/room additions/structural modifications converted to living space must meet local permit and code requirements. Verification with regard to local code requirements may be requested.

Structural modifications to the unit such as subdividing the unit into two separate units must meet local code requirements. The owner may be required to provide a copy of the applicable permits from the local code enforcement agency.

**Garbage and refuse** shall not be allowed to accumulate or be stored in public halls, stairways or elevators.

**Every public hall, stairway and exit way** in every multiple dwelling shall be adequately lit at all times.

**Elevators** must be certified by the appropriate public agency to be safe and in operating condition and have current proper certification on file.

**The water supply systems** shall be installed and maintained to provide at all times a supply of water to plumbing fixtures in sufficient volume and at pressures adequate to enable them to function satisfactorily.

**Fireplaces**, and other construction and devices intended for use similar to a fireplace, shall be stable and structurally safe and connected to approved chimneys. If usable, the owner must provide certification by a licensed technician documenting that the fireplace was recently cleaned (within the last 12 months) and is fully operational. If the fireplace is non-usable, the owner and tenant must provide CMHA with an affidavit stating tenant will not use fireplace.

**All smoke pipes, vent connectors, vents, flues and chimneys** shall be properly supported and securely joined, reasonably clean and maintained in such a condition that there will be no leaking or backing up of noxious gases. Duct work can only be sealed with **aluminized HVAC tape**.

**Deadbolts** cannot be double key locks (interior side of deadbolt lock must have thumb/turn latch).

#### **Utility Service**

- Each unit must have individual meters to measure the family's consumption if they are to be responsible for certain utilities. There cannot be multiple meters for the same utility if the tenant is responsible for paying the utility.
- The owner will be responsible for paying utilities for units with centralized meters.
- Complexes that have centralized meters and have a third-party calculate **actual consumption** for each resident and bill the residents individually are viewed as individual meters.
- All utilities must be in service at the time of the inspection.
- Utilities must be legally connected.

#### **Water Bills**

Tenant responsibility: when a client gives CMHA notice that they want to vacate their current unit and they are responsible for the water bill, the family must provide proof of a current, paid water bill prior to (move-in) or receiving a new RTA packet for transferring. Paid means current. This is the only time CMHA will check this information. Upon signing a new lease, the client is responsible for the water bill through the "hold through date" or until keys are returned to the owner, whichever is first. It is the homeowner's responsibility to make sure that the water bill for their property is kept current by their tenant.

Landlord responsibility: for units where the tenant will be responsible for paying the water, the landlord must provide proof of a current paid water bill along with the RTA.

#### **Pest Control**

Pest, insect, rodent or vermin infestation that requires professional treatment to eliminate or control may need proper certification. Units with bedbug and severe roach infestations are an automatic fail and it must be treated by a licensed exterminator. CMHA must see a copy of the  
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results and treatment plan. If CMHA does not receive a copy of the treatment plan prior to the due date, the unit will be placed under abatement. CMHA will not reinspect the unit until the infestation is taken care of. The tenant must comply with the treatment plan or they will be proposed for termination. The owner's HAP will not be abated with evidence of treatment or documentation to support a treatment plan.

- Owners will be responsible for pest control in apartments and duplexes.
- Tenants are responsible for pest control in Houses and Mobile Homes if explicitly specified in the lease agreement. Exception: If there is no evidence to suggest that the resident's Housekeeping, Sanitation, and Trash removal/storage contributed to the infestation, it will be the owner's responsibility.

### **Mobile Home Requirements**

Mobile homes shall be equipped with at least one smoke detector in working condition. Mobile homes must be securely anchored by a tie down device which distributes and transfers the load imposed by the unit to appropriate ground anchors so as to resist wind overturning, and must be placed in the site in a stable manner free from hazards such as flooding, land sliding or wind damage.

### **Unit Address**

The unit address should be clearly visible from the street or sidewalk. The address must have a mailbox to which the Postal Service will deliver mail. If there is more than one unit in the building, units should clearly be identified with the unit number on or near the primary entry door. The unit address should correlate with the Utility Service Provider's address and the United States Postal Service address. The owner is responsible for notifying CMHA of any changes to the unit's address.

### **Optional Equipment**

Owner installed optional equipment may include but is not limited to dishwasher, washers, dryers, air conditioner, garbage disposal, ceiling fans, microwave, and range hood.

Owner installed optional equipment usually adds to the value of the unit and is a consideration in determination of rent reasonableness. The working condition of owner installed optional equipment must be noted on the initial inspection report. Thereafter, the owner is responsible for maintaining all optional equipment in working condition. Any inoperable appliance/equipment not required by HQS must be repaired or replaced. The appliance cannot simply be removed unless the tenant has agreed in writing. Removal of the optional equipment may result in reassessment the of the rent reasonableness for the unit.

### **Laundry**

A gas dryer must be vented to the outdoors, shaft or crawlspace. An electric dryer is not required to be vented to the outdoors but must be properly vented to a lint trap to prevent the combustible of dust and prevent excessive moisture problems like mold and mildew. The inspector will check behind the dryer whenever possible for excessive lint and dust build-up which could be a fire hazard.

**Chipping and Peeling Paint**

Regardless of the family composition, whenever excessive chipping and peeling paint allow rot of substrate, or areas of missing siding allow weather to damage the framing or sheathing or allow wind, water or moisture to penetrate the walls, the inspection will fail.

**Bedrooms below grade**

All bedrooms below grade must comply with local building code requirements.

**Repeated Fail Status**

Units failing for the same item on 3 consecutive occasions may be terminated from the program. There will be a maximum of 3 reinspections for the same inspection failed items.



## Chapter 2

### Managing the HQS Inspection Process

#### 2.1 General overview

The HQS apply to all housing types that are eligible for assistance under the HCV Program, such as single family housing, duplexes, row houses and townhouses, walkup apartments, mobile homes and apartments in high rise elevator buildings. Regardless of the type of housing selected by the voucher participant, the provisions of this guidebook apply to all aspects of the inspection process.

#### 2.2. Responsibilities of Participating Parties

The three parties participating in the HCV Program (CMHA, the owner of the unit, and the HCV Program participant) have specific responsibilities to assure initial and ongoing compliance with HQS. A summary of the responsibilities of each party is given below:

##### ***Responsibilities of CMHA:***

- Ensuring that all units in the HCV Program meet HQS requirements when the unit is initially leased with assistance under the program.
- Assuring that each unit in the HCV Program continues to meet the HQS requirements as long as the unit is occupied by voucher participants and is receiving assistance under the program.
- Conducting initial inspection, annual/biennial unit inspections, complaint and special inspections, quality control inspections and, if appropriate, reinspecting units that failed.
- Informing the owner and HCV Program participant of inspection results and any required repairs for compliance with HQS, as appropriate.
- Enforcing HQS by abating HAP to owners for periods of noncompliance with HQS requirements or terminating HAP Contracts for owner failure to comply with HQS requirements.
- Enforcing HQS by terminating HAP Contracts for HCV Program participant failure to comply with HQS requirements.

##### ***Responsibilities of the owner:***

- Complying with the terms of the HAP Contract and lease.
- Providing safe and sanitary units for lease by HCV Program participants that comply with HQS.

- Maintaining units so that the units continue to comply with HQS while occupied by HCV Program participants and receiving assistance under the program.

- Responding promptly to requests for repairs from CMHA or HCV Program participants.

- Facilitating access to units for the purposes of conducting inspections.

***Responsibilities of the participant (tenant):***

- Complying with the terms of the lease.

- Maintaining the unit in good condition except for normal wear and tear to assure that the unit complies with HQS requirements. This shall include, but not be limited to:

- a) floors, floor coverings and other walking surfaces shall be kept clean and free of dirt, filth, garbage, fecal matter, litter, refuse and any other unsanitary matter;

- b) walls, ceilings, windows, and doors shall be kept clean and free of dirt, greasy film, soot, and other unsanitary matter;

- c) plumbing fixtures shall be kept clean, sanitary and in operable condition. No materials shall be deposited in any such fixture which may result in the obstruction of such fixture or any lines;

- d) cook stoves, refrigerator, cabinets, and other furnishings shall be kept clean, free of dirt, greasy film, soot and other unsanitary condition.

- Paying for any utilities for which the family is responsible.

- Maintaining any appliances (e.g., stove, refrigerator) that the family is required to provide in working condition.

- Allowing the owner entry to the unit for purposes of inspecting the property after reasonable notice to the HCV Program participant.

- Informing the owner of any required repairs and, if necessary, allowing the owner or the owner's agent access to the unit to make the required repairs.

- Allowing CMHA access to the unit to conduct periodic inspections after reasonable notice to the HCV Program participant and providing a representative who is 18 years of age or older at the time of the inspection.

- Disposing of trash and garbage or storing such wastes in proper containers in a neat and sanitary manner.

- No occupant shall destroy, deface, damage, impair or carry away any of the equipment or any part of the dwelling unit.

- No occupant shall obstruct in any manner any means of egress from any portion of the premises.

- No occupant shall remove batteries from battery-operated smoke detectors or tamper with electrical (automatic) detection systems.

- Lawn care is also included for every single family dwelling unless specified otherwise in the lease agreement.

## **2.3 Scheduling Inspections**

### **Initial/Move-in Inspection**

1. CMHA **is required** to conduct an initial inspection for each unit as part of the tenancy approval process.

2. The unit shall pass the HQS inspection before the execution of the assisted lease and housing assistance payments (HAP) contract and the initiation of payments.

3. The inspector shall conduct the inspection within 15 calendar days from CMHA's approval of a Request for Tenancy Approval/or the date the unit is available for inspection. Units must be ready within 15 days of the submittal of the RTA or the RTA will be canceled.

4. The inspector will coordinate the inspection with the owner/agent within 3 business days of receiving the inspection request. Once the housing specialist has created the inspection, the inspection request will be found in the *Schedule Inspection* module of Elite.

5. On initial inspections, CMHA will complete the HQS checklist to indicate failed items, if more than 12 HQS violations (deficiencies) are found during the initial inspection, the inspection will terminate. A copy of the checklist will be left with the owner. It is the owner's responsibility to contact CMHA upon completion of the repairs to schedule a re-inspection. CMHA will cancel the RTA if repairs are not completed within 15 days of the initial inspection.

6. The owner shall receive information for all failed and inconclusive inspection items so that he or she is fully aware of the deficiency to make the necessary repair to correct the problem.

7. The owner shall be allowed no more than two re-inspections for repair work to be completed. Exceptions can be made by HCV management in the best interest of parties involved.

8. If the time period given by the inspector to correct the deficiencies including approved extensions has elapsed, or the maximum number of failed re-inspections has occurred, CMHA will cancel the Request for Tenancy Approval and instruct the family to search for another unit.

## **Annual/Biennial Inspections**

Owners and tenants will be notified of the inspection date and time at least seven calendar days prior to the inspection.

1. It is the tenant's responsibility to ensure that the unit can be accessed for the inspection. The owner may be present for the inspection.
2. If neither the family nor the owner is able to be present, the inspection result will be a "no show". CMHA will schedule another inspection automatically. Two instances of a "no show" for an annual or reinspection inspection may result in the family being proposed for termination. A tenant will only be able to cancel an inspection appointment once. If the tenant misses two inspection appointments, CMHA may terminate assistance to the family.
3. CMHA **shall** notify owners and tenants of HQS deficiencies in writing, and indicate a time period in which to make HQS corrections. If the deficiency is an emergency item and due to the deadline to make the correction, the owner will be contacted via email or phone of the failed item(s). This will serve as notice of the deficiency.
4. CMHA **shall** abate HAP payments to owners who do not comply with notifications to correct HQS deficiencies within the specified time period: 24 hours or up to 30 days depending upon the nature of the deficiency. Abatement of HAP will occur the day after the due date for repairs stated in the notice, except in the case of life threatening violations requiring corrections within 24 hours. An owner shall receive written notification of the due date and abatement date for all inspections. Following a failure to comply with a notice of deficiency, owners are not entitled to HAP payments from the abatement date until the date the repairs are made and the unit passes reinspection and meets HQS.
5. Both the owner and the tenant **shall** be notified in writing of the abatement and/or termination of housing assistance payments to the owner for failure to correct HQS deficiencies.
6. CMHA shall terminate the HAP contract for an owner's failure to comply with its terms and conditions, including non-compliance with HQS. Both the owner and the tenant shall be notified of intent to terminate.
7. If the family is responsible for a breach of HQS, they will be advised by CMHA of their responsibility to correct and given a timeframe for completion of repairs. No abatement of HAP will take place for tenant non-compliance.

## **Complaint Inspections**

If at any time the family or owner notifies CMHA that the unit does not meet Housing Quality Standards, CMHA will conduct an inspection. CMHA also conducts inspections based on information from third parties such as neighbors or public officials.

The owner and/or the tenant must allow the complaint inspection. The inspector will conduct the complaint inspection within 3 business days of notification. If the complaint is of a critical nature, CMHA must inspect the unit within 1 business day. When the complaint is that the utilities are not turned on in a unit, CMHA may choose to contact the utility company for verification in lieu of visiting the unit to confirm this complaint.

CMHA will inspect only the items that were reported, but if the Inspector notices additional deficiencies that would cause the unit to fail HQS, the responsible party will be notified in writing and required to make the necessary repairs.

CMHA *shall* abate HAP payments to owners who do not comply with notifications to correct HQS deficiencies within the specified time period: 24 hours or up to 30 days depending upon the nature of the deficiency. Abatement of HAP will occur the day after the due date for repairs stated in the notice. Except in the case of life threatening violations requiring corrections within 24 hours, the owner shall receive written notification of the abatement. CMHA shall use the *Notice of Failed Inspection and Notice of Abatement of HAP Payment*, to notify the owner of abatement.

Following a failure to comply with a notice of deficiency, owners are not entitled to HAP payments from the abatement date until the day the unit passes HQS. Abated HAP cannot be reimbursed to an owner once repairs are completed.

## **Emergency Inspections**

Emergency Inspections must be completed within 24 hours of notification of a life-threatening item. "Life threatening items" include:

- Sewage backup.
- Utilities are not on (i.e. electric, gas, and/or water).
- Smoke detector missing, damaged, or missing battery.
- Electrical outlets and light switch covers that are missing.
- GFCI outlets that do not function properly (open grounds on GFCI are acceptable).
- Circuit breaker boxes with open slot or open knock-out hole.
- Junction boxes missing cover or open knock-outs.
- Gas stoves that do not light from the pilot.
- Improper flue connection for furnace or water heater.
- No heat when outside temperature is below 40°.
- Flooding

1. These conditions must be corrected within 24 hours and verified by the inspector.
2. If emergency items are discovered during an annual or complaint inspection, a separate inspection (emergency inspection) will be created for these items.
3. An owner/tenant may use the "Owner Self-Certification" form for emergency repair items. This form cannot be used as documentation of repairs for non-emergency items.
4. If the landlord/tenant supplied utilities are off, utilities must be on and verified via phone call to the appropriate utility company the following business day.
5. The inspector must complete the top portion of the "Owner Self Certification" form which references the inspector's name, fax number, and inspection number.
6. The form shall be signed off by the responsible party certifying that the emergency item has been corrected.
7. Once the form is completed and signed off, the landlord/tenant must either fax it to the inspector or hand-deliver it to the Inspections Department before the 24 hour period.
8. The "Owner Self Certification" form should be carried with the inspector at all times. This will allow the inspector to give the form to the landlord or tenant when needed.
9. Once the form is received, CMHA will pass the emergency inspection in the computer.
10. The Inspector can visually verify the repairs for the emergency inspection on the re-inspection of the annual inspection. If the only item on the inspection is an emergency item, then a visual verification shall take place within 5 business days. For utilities, once confirmed by the utility company, no physical inspection is required.
11. If a landlord or tenant misrepresents to CMHA that repairs were made and the inspector discovers the repairs were not made satisfactorily, the contract with the landlord will be canceled for this unit. This may lead to the termination of the landlord from the HCV program. If the tenant was responsible, this may lead to termination.

### **Quality Control Inspections**

Quality control inspections are periodic in nature. These inspections are conducted by CMHA within 90 days of the date the last inspection was conducted. The purpose of these inspections is to determine that HQS are uniformly applied and interpreted by all inspectors. The quality control HQS inspections are conducted for a random sample of units under HAP Contract that were inspected by CMHA staff or its contractor during CMHA's fiscal year which meets the minimum quality control sample size. The quality control sample is drawn from recently completed HQS inspections and is drawn to represent a cross section of neighborhoods, the

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work of a cross section of inspectors, and a cross section of units receiving assistance under the tenant-based component and the project-based voucher program component of the HCV Program.

If the unit does not meet HQS based on the quality control inspection, CMHA will notify the owner and tenant that the unit failed the inspection and is not eligible for continued assistance unless specific repairs are made by the owner and/or tenant within 30 calendar days (or within 24 hours for emergency fail items) of notification by CMHA staff. CMHA staff will provide the owner and tenant with a notification that lists the failed items, identifies the responsible party, specifies the due date for repairs, and advises the owner that if the owner does not make the necessary repairs, CMHA will stop payment to the owner on the day following the due date unless the deficiencies are the responsibility of the resident.

### **Re-inspections**

On annual/biennial, quality control, special and complaint inspections, CMHA will automatically schedule a reinspection of the unit. On initial inspections, CMHA will schedule a re-inspection of unit based on notification from the owner or tenant that repairs were completed.

For units under a HAP Contract, CMHA will automatically schedule the reinspection in accordance with the due date for repairs. If the reinspection occurs after the due date, as long as the unit passes the initial reinspection abatement of HAP will not occur.

If the unit does not pass the reinspection and no extension has been granted, the unit will be abated the first of the month following the due date for repairs. Once abated, CMHA will end the abatement period the day for which the repairs were made, with proper documentation, or the day before the unit passes the reinspection. An owner is not entitled to and **will not** be paid for or reimbursed for monies during the abatement period.

### **Re-scheduled Inspection Appointments**

CMHA will allow an inspection appointment to be rescheduled one time, per unit, per year by the owner or tenant.

### **Special Inspections**

CMHA will conduct a special inspection when the owner/landlord notifies CMHA that the repairs are completed on a Passed Weather Extension (PWE) result.

Within two weeks of move-in, the inspector will conduct a special inspection to follow-up on a Pass Inconclusive result.

### **Move out Inspections**

CMHA does not conduct an inspection of a unit at the time the family moves out of the assisted unit.

## **EXTENSIONS**

Reasons for an extension may include, but are not limited to:

- An unavoidable delay in completing repairs due to difficulties in obtaining parts or contracting for services (special order parts);
- Delays due to climate conditions (ex. snow);
- Complexity or extensive nature of repairs which make it impossible to complete the repairs by the original due date (ex. Roof replacement, extensive concrete work, etc.);
- Serious illness or death.

The request for an extension must be made, in writing, via the Request for Extension on Repair(s) form available on CMHA's website and the Landlord partner Portal. The request must be received by CMHA at least 48 hours prior to the due date for repairs. All requests must have 3rd party documentation to be considered for approval (except for weather related requests for exterior work). For conditions that are life-threatening, CMHA cannot grant an extension on the 24-hour corrective action period. **Extensions will not be considered without documentation to support the request.**

CMHA will review the request for an extension and notify the party making the request, in writing, of its decision within 3 business days of the determination. Request for an extension must be made at least 48 hours prior to the due date on the repairs. No extensions will be granted after the unit has been placed under abatement.

## **LEAD BASED PAINT (LBP)**

- The lead based paint requirements apply to homes built before 1978 occupied (or intended to be occupied) by a child under age six.
- The Inspectors are certified by HUD to conduct visual LBP assessments which will be done during HQS inspections.
- Defective painted surfaces will be identified and it will be determined if HUD's De Minimis levels are met.

## **DE MINIMIS LEVELS**

- De Minimis levels are defined as;
  - o 20 square feet on exterior surfaces.
  - o 2 square feet on an interior surface in a single room or interior space; or
  - o 10 percent of individual small components (e.g., window sills) on the interior or exterior.

## **IF THE DEFECTIVE SURFACES ARE LESS THAN THE DE MINIMIS LEVELS**



- CMHA will notify the landlord and tenant in writing that the unit failed inspection. No clearance test is required.
- The CMHA inspector will re-inspect the violation and pass if the repair is completed.

#### **IF THE DEFECTIVE SURFACES EXCEED THE DE MINIMIS LEVELS**

- The owner must provide proof that repairs were completed by a **trained** and/or **certified person** in Safe Work Practices. This person must have successfully completed the “Remodeler’s and Renovator’s Lead-Based Paint Training Course” or the “Safe Work Practices Training Course” approved by HUD.
  - The owner must ensure work is completed using Lead Safe Work Practices.
  - The owner must provide CMHA with a passed lead clearance test from an Ohio Licensed Lead Risk Assessor, Lead-based Paint Inspector, or Lead Clearance Technician.

#### **Time frame for compliance when clearance is required:**

##### **Annual and complaint inspections**

The owner has up to 30 days from the inspection date to provide a “passed” clearance test. A request for an extension for reasonable cause must be submitted in writing prior to the due date for repairs.

##### **Initial/New move-in inspections**

The owner will have up to 15 days from the inspection date to provide a “passed” clearance test. All repairs must be completed prior to the execution of the HAP contract.

## Chapter 3

### LIVING ROOM

#### 3.0. INTRODUCTION AND OVERVIEW

This chapter provides HQS that must be met when inspecting a living room. This includes the HQS requirements and clarification of the inspection requirement for each HQS element in the living room.

Note: At a minimum a unit must have a living room, a kitchen area, and a bathroom to qualify for assistance under the HCV Program. The unit must also have one bedroom or living/sleeping room for each two persons.

#### 3.1. Living room.

Inspect the living room to determine that it complies with the requirements stated in items 3.2 through 3.8 below.

#### 3.2. Electricity.

There must be at least two working outlets in the living room, or one working outlet and one working, permanently-installed ceiling or wall light fixture.

#### 3.3. Electrical hazards.

The room must be free from electrical hazards, such as exposed, uninsulated, or frayed wires, improper connections, improper insulation or grounding of any component of the system, overloading of capacity, or wires lying in or located near standing water or other unsafe places.

Outlets must be properly installed in the baseboard, wall, or floor. Hanging light fixtures or outlets from electric wiring, missing cover plates on switches and outlets, badly cracked outlets or cover plates, exposed fuse box connections and overloaded circuits are unacceptable.

#### 3.4. Security.

All windows must operate as designed. If windows are designed to be opened, they must have a functional locking device.

Doors leading to the outside and common hallways, fire escapes, porches, or otherwise accessible from the ground, must have locks.

Window and door surfaces (including door frames) must be in sufficiently good condition to support the installation and proper operation of window and door locks.

#### 3.5. Window condition.

There must be at least one window in the unit, and all windows must be free of signs of deterioration and missing or broken window panes. All windows shall be fully supplied with window glass that is glazed and without cracks or holes. Windows shall have sashes in good condition that fit reasonably well within their frames and are capable of being easily opened

and held in position by hardware, including window locks. Windows shall be maintained so as to prevent inclement weather from entering the structure. If the seal is broken, then it will fail. Double pane windows must be replaced if it is broken. CMHA will allow up to a 10% moisture accumulation in the window as long as it does not impede the view.

### **3.6. Ceiling condition.**

The ceiling must be sound and free from hazardous defects. "Unsound or hazardous" means the presence of defects such that either a potential exists for structural collapse or cracks or holes allow drafts to enter the unit. Unacceptable ceiling conditions include bulging, bowing or buckling, holes, missing parts, and loose surface materials falling or in danger of falling. The following items will fail inspection: holes or cracks, missing or broken ceiling tiles, water stains, soiled surfaces, unpainted surfaces, or peeling paint. Minor paint drips is not reason to fail an inspection.

### **3.7. Wall condition.**

Walls must be sound and free from hazardous defects. "Unsound or hazardous" means defects that threaten the structural safety of the building, such as buckling, bulging or leaning walls, damaged or loose structural members, holes and air infiltration.

The following items will fail inspection: large holes, major cracks, loose or missing parts, and peeling paint. Minor paint drips or small stress cracks are not a reason to fail an inspection.

### **3.8. Floor condition.**

The floor must be sound and free from hazardous defects. "Unsound or hazardous" means the presence of serious defects with a potential for structural collapse or other threats to safety (e.g., tripping), or large cracks or holes that allow substantial drafts from below the floor. The condition includes severe buckling or major movements under walking stress and damaged or missing parts.

The following items will fail inspection, defects including a heavily worn or damaged floor surface (for example, missing portions of tile or linoleum, previous water damage not attended too). If there is a floor covering, also note the condition, especially if badly worn, soiled or peeling. Soiled carpet is the responsibility of the tenant. Carpet that appears to be excessively damaged, ex. ripped, worn, frayed, will be the responsibility would be the owner and tenant. Hardwood floors must be sealed, sanded and refinished. Tile floors must be free of large cracks and gaps. Missing or damaged tile must be replaced. Floors must follow the 3/8 inch tripping hazard rule.

## Chapter 4

### KITCHEN

#### 4.0. Introduction and Overview

This chapter provides the HQS that must be met when inspecting a kitchen.

**4.1. Kitchen area present.** Inspect the kitchen to determine that it complies with the requirements stated in 4.2 through 4.8. A kitchen is defined as being a separate room or area of a larger room which is used primarily for preparation of meals. 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 approved public or private system.

**4.2 - 4.8 Explanation for these items is the same as that provided for “Living Room” with the following modifications:**

**4.2. Electricity.** The requirement is that at least one outlet and one permanent light fixture are present and working.

**4.5 Window Condition.** The absence of a window is not a fail item in the kitchen.

#### 4.9 Stove or Range with Oven

The dwelling unit must have an oven, stove or range. A microwave oven may be substituted for a **tenant-supplied oven** and stove or range. A microwave may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished to both subsidized and unsubsidized tenants in the same building or premises. An inspection will fail if either is missing and the owner is responsible for supplying these appliances. If the tenant is responsible for supplying the appliances and he or she has not yet moved in, the inspection will be marked “inconclusive”. The inspector must contact the tenant or prospective tenant to verify that the missing appliance will be supplied in working condition. Hot plates are not acceptable substitutes for these appliances.

The stove, range or similar device for cooking food must be properly installed with all necessary connections for safe and efficient operations including all range burners and coils. Efficient operation does not include gas ranges being ignited with matches, lighters, etc. All knobs must be operational and legible.

#### 4.10 Refrigerator

If no refrigerator is present, the same criteria are used for “Fail” or “Inconclusive” inspections as were used for the oven and stove or range. The refrigerator must be of adequate size for the family and capable of maintaining a temperature low enough to keep food from spoiling. CMHA may reject the size of the refrigerator only if it clearly cannot serve the needs of the family. For example, a counter-top or compact type would not meet the needs of a family of four. The freezer space must be present and working, and the equipment must not present an electrical hazard. Interior shelving, components, refrigerator and freezer doors, seals and handles shall be

in a good state of repair. For new move ins, the refrigerator must have handles and all drawers. After that it is by tenant's preference and will be tenant's responsibility if broken.

#### **4.11 Sink**

A kitchen or kitchen area missing a permanently attached kitchen sink is a failed item. A sink in a bathroom or a portable basin will not satisfy this requirement. A sink is not working unless it has running hot and cold water from the faucets and a properly connected and properly working drain (with a "S or P trap"). Faucet handles must match and be operable.

#### **4.12 Space for Storage, Preparation, and Serving of Food**

The space for storage and surface for preparation of food must be in good condition and impervious to water damage. Cabinets that are not securely attached to the wall will fail inspection. There must not be any missing cabinet doors. Owner may choose to remove the glass insert from cabinets but this would need to be similar with the rest of the cabinets.

Space for preparation of food (counter tops, etc.) must be free of damage, holes, defective paint, plaster, deep cuts and lifting surfaces that allow contamination and/or food buildup, or insects. All such surfaces must be easily cleanable. Deep cut marks on the counter top will be tenant responsibility.

## Chapter 5

### BATHROOM

#### 5.0. INTRODUCTION AND OVERVIEW

This chapter provides the HQS that must be met when inspecting a bathroom.

#### 5.1 BATHROOM PRESENT

There must be at least one bathroom in the dwelling unit for the exclusive use of the occupant with a working toilet, washbasin, and tub or shower. Scattered bathroom facilities are acceptable.

#### 5.2 - 5.8 Explanation for these items is the same as that provided for “Living Room” with the following modifications:

##### 5.2. Electricity.

The requirement is that at least one permanent light fixture be present and working. No outlet is required. Additionally, an outlet cannot be substituted for an overhead light.

##### 5.3 Electrical Hazards

In addition to the hazards identified under the Living Room section, outlets that are located where water might splash or collect are considered an electrical hazard. Exposed light bulbs designed, for that purpose, will not be considered an electrical hazard.

##### 5.5 Window Condition

A window is not required in the bathroom. If there is a window in the bathroom, ensure that the window is free of signs of deterioration or missing or broken panes. If no window is present, the bathroom must have a working vent system.

##### 5.7 Wall Condition

The following items would fail inspection: broken or loose tile; deteriorated grouting at tub/wall and tub/floor joints, or tiled surfaces. Medicine cabinets must be in good condition. The doors can be removed if it does not pose a hazard to the family.

##### 5.8 Floor Condition

Missing floor tiles would fail inspection, if it creates a tripping hazard.

##### 5.9 Flush Toilet in Enclosed Room in Unit

The toilet must be contained within the unit, be in proper operating condition, and be available for the exclusive use of the occupants of the unit (i.e., outhouses or facilities shared by occupants of other units are not acceptable). It must allow for privacy.

- The toilet should not be clogged and the connections (vents or gas traps) should not show evidence of severe leakage of water or escape of sewer gases.
- For a new move in, the toilet seat must be the appropriate size seat for the toilet. After that if the toilet seat fails then it is the tenant’s responsibility to replace.

- There should be no evidence of a severe blockage of drains or evidence of water backup into the bathroom.

#### **5.10 Fixed Wash Basin or Lavatory in Unit**

Determine that there is a working permanently installed washbasin with hot and cold running water in the unit.

##### *Inspection Requirement*

- There is a permanently installed washbasin in the unit with running hot and cold water.
- The washbasin is connected to a water supply and operating drain and has a gas trap.
- The washbasin is in addition to the kitchen sink.
- The floor and wall surface beneath and around the sink and lavatory is kept in good order and repair.
- There must be no hazardous cracks or chips that result into a safety concern.
- The fixtures must be operational.

#### **5.11 Tub or Shower in Unit**

Determine that there is a working tub or shower with hot and cold running water in the unit.

##### *Inspection Requirement*

- There is a working tub or shower in the unit with running hot and cold water.
- The tub and/or shower are connected to a water supply and operating drain.
- The tub and/or shower are for the exclusive and private use of the tenant.
- There must be no hazardous cracks or chips that result into a safety concern.

#### **5.12 Ventilation**

Working vent systems include: ventilation shafts (non-mechanical vents) and electric fans. Electric vent fans must function when switch is turned on. **Note:** exhaust vents must be vented to the outside, attic, or crawlspace.

## Chapter 6

### Other Room Used for Living and Halls

Definition of "used for living." Rooms "used for living" are areas of the unit that are walked through or lived in on a regular basis.

#### 6.1 Room Code and Room Location

Identify the type of room:

##### Room Type:

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

2 = Dining Room or Dining Area

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

4 = Entrance Halls, Corridors, Halls, Staircases

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

6 = Other

**Room Location:** Report the location of the room as if you were standing outside the unit facing the entrance to the unit:

- right/left/center: record whether the room is situated to the right, left, or center of the unit.
- front/rear/center: record whether the room is situated to the back, front or center of the unit.
- floor level: identify the floor level on which the room is located.

**6.2 - 6.8 Explanations of these items are the same as those provided for "Living Room" with the following modifications:**

#### 6.2 Electricity/Illumination

If the room code is not a "1," (Bedroom or any other room used for sleeping regardless of type of room) the room must have a means of natural or artificial illumination such as a permanent light fixture, wall outlet present or light from a window in the room or near the room. If any required item is missing, the inspection will fail. If the electricity is turned off, the inspection will be inconclusive.

#### 6.5 Window Condition

Any room used for sleeping must have at least one window. If the windows in sleeping rooms are designed to be opened, they must be openable. The minimum standards do not require a window in "other rooms not used for sleeping."

#### 6.6 Smoke Detectors

The owner is responsible for ensuring that at least one battery-operated or hard-wired smoke detector must be present and working on each level of the unit, including the basement, but not the crawl spaces or an unfinished attic. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 Rev. 1/17



(or its successor standards). It is the tenant's responsibility to ensure that all smoke detectors are properly maintained and that batteries are replaced, as needed, no less than once annually. It is the owner's responsibility to ensure that a smoke detector is present in the unit in accordance with NFPA.

If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system designed for hearing-impaired persons as specified in NFPA 74 (or successor standards). The owner will have to provide the smoke detector.

### **6.9 Carbon Monoxide**

Carbon monoxide (CO) alarms must be installed in all units/buildings with a fuel burning appliance system/equipment or attached garage. It is tenant's responsible to replace the batteries. This is a 24 hour fail item. The installation should be according to the manufacture's specifications.

## Chapter 7

### SECONDARY ROOMS (ROOMS NOT USED FOR LIVING)

#### 7.0. INTRODUCTION AND OVERVIEW

This chapter provides HQS that must be met when inspecting secondary rooms not used for living. A secondary room is any room that did not meet the criteria of “other rooms used for living.” This chapter includes the HQS requirements and clarification of the inspection requirement for all secondary rooms not used for living.

#### 7.1. Secondary rooms (Rooms not used for living).

Inspect all secondary rooms together to determine that they comply with the requirements stated in 7.2 through 7.4.

**7.2. Security.** All windows and doors that are accessible from the outside must be lockable.

#### 7.3. Electrical hazards.

The secondary rooms must be free from electrical hazards. No exposed wires, whether insulated or bare, shall be present in the unit or in common areas accessible to the participant.

#### 7.4. Other potentially hazardous features in any of these rooms.

The secondary rooms must be free of any other potentially hazardous features.

## Chapter 8

### BUILDING EXTERIOR

#### 8.0. INTRODUCTION AND OVERVIEW

This chapter provides HQS that must be met when inspecting the exterior of a building.

#### 8.1 Condition of Foundation

Foundations shall support the building at all points and shall be free of all holes and large cracks that will admit rodents, water or dampness to the interior of the building or lessen the capability of the foundation to support the building. Minor stress cracks due to settlement are acceptable provided that they don't leak.

#### 8.2. Condition of Stairs, Rails and Porches

Porches, railings, and stairs shall be constructed and maintained so as to be free of missing, defective, rotting or deteriorated foundations, supports, floors, other members, and steps thereto. They must be safe to use and kept in sound condition and in good repair.

All exposed sides of balconies, porches and decks more than 30 inches above the adjacent grade line shall have effective railings, guards, walls or panels. The design of such protective feature shall be as conditions require for reasonable safety for those using the area. All stairs with four or more risers shall have a handrail. Unprotected heights within 3 feet of walkway needs a railing

#### 8.3 Condition of Roof and Gutters

The roof of every dwelling shall be constructed and maintained and be kept in good repair and in safe condition so as to make all occupied rooms and other interior areas weather tight, rodent proof and fit for human habitation and should not adversely affect the neighborhood in which they are located. Good repair, maintenance, and safe conditions shall include, but are not limited to, the following:

- Roof members, coverings, shingles and flashing shall be provided so as to prevent the entrance of moisture from causing dampness in the interior portion of the dwelling and be maintained by renewal, repair, waterproofing or other suitable means.
- Rain gutters, downspouts and leaders, or rain diverters and splash blocks shall be provided to collect, conduct and discharge all water from the roof and maintained so as not to leak or cause dampness in the walls, ceilings or basements or adversely affect the adjacent properties. Gutters shall be kept free of debris. If gutters are not present, gutters are not required.

#### **8.4. Condition of Exterior Surfaces**

Determine that the exterior surfaces are sound and free of any hazardous conditions.

##### ***Inspection Requirements***

The exterior walls are sound and free of any hazardous conditions. The walls do not show evidence of severe buckling, bowing, or leaning. There are no large cracks in the walls, falling or missing masonry, or deterioration that would allow air infiltration or vermin infestation.

- 1) The exterior open space around each dwelling shall be maintained or so improved as to provide for:
  - The immediate diversion of water away from buildings and proper drainage of the lot.
  - Grass, plantings, or other suitable ground cover to prevent soil erosion that is or may become detrimental to the structures, lot use, or adjacent lots and structures.
  - All sidewalks, steps, driveways, parking spaces and similar paved areas and drive pads for public use shall be free from trip hazards of 3/8 inch.
- 2) Lawns, shrubbery and trees shall be cut and trimmed during growing seasons Tree branches shall be cut back from the house to not allow touching the unit. Remove dead trees from the property that impose a hazard. Trees should be cut at least 3 feet from the house.
- 3) All vehicles parked on any property must have inflated tires and current registration. No vehicle shall at any time be in a state of major disassembly, disrepair or in the process of being stripped or dismantled.
- 4) All accessory structures to the dwelling including detached garages (whether or not they are a part of the rental agreement), fences (, storage sheds must be maintained to not constitute a safety hazard. If electric is in the shed or garage, the tenant should have access to it if it is a single family dwelling. This includes the attic area. Walls shall be maintained so they are structurally sound, in good repair and free of peeling/chipping paint or such structures shall be razed to grade level and debris removed from premises.
- 5) The site and immediate neighborhood must be free from conditions that would seriously and continuously endanger the health or safety of the family, such as:
  - Other buildings on or near the property that could pose serious hazards such as dilapidated dwellings; if such properties are not owned by the Housing Choice Voucher owner a letter must be provided showing the owner has reported these conditions to the city.
  - Heavy accumulation of trash or debris on site or adjacent property as this situation could also create rodent infestation;
  - Abnormal air pollution or smoke that continues throughout the year;
  - Proximity to open sewage or other hazards.

## Chapter 9

### Heating, Cooling and Plumbing

CMHA has no control over energy conservation measures, such as dwelling insulation or installation of storm windows and doors. The family must assess whether a dwelling without these items is acceptable; the family must take into account the cost of utilities billed to the family and personal feelings about adequate heat. Dwellings that are poorly insulated or lack storm windows are generally drafty and be more difficult to heat and cool. This is a family preference to lease a unit in this condition.

#### 9.1 Adequacy of Heating Equipment

Determine that the heating system is capable of providing adequate heat to all rooms used for living areas that is healthy to the human body. There must be a safe system for heating the dwelling unit, such as electric baseboard, radiator, or forced air systems. In order to ensure a healthy living environment appropriate for the climate the system must be able to provide adequate heat either directly or indirectly to each room.

#### Inspection Requirements

“Adequate heat” means that the heating system is capable of delivering enough heat to maintain a temperature of 70 degrees Fahrenheit when the outside temperature falls below 55 degrees Fahrenheit during the heating period.

Each bedroom must have a direct heat source such as a radiator, working hot air register or baseboard heat. Portable electric room heaters or kitchen stoves or ranges with a built-in heat unit are not acceptable as a primary source of heat.

#### 9.2 Safety of Heating Equipment

Examples of “unvented fuel burning space heaters” are: portable kerosene units; unvented open flame portable units. Such items are not permitted.

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

Heating system inspections are often required by local or state authorities especially for large multi-family buildings. If the heating system has passed inspection from the inspecting authority within the past two years, CMHA may accept this as proof of heating equipment safety.

#### 9.3 Water Heater

Ensure that the water heater is working and does not present a hazard to the occupant.

#### Water heaters fail for the following reasons:

\_ Gas water heaters located in bedrooms or other living areas where they may present a safety hazard.

Exceptions may be made if safety dividers or shields are installed.

- \_ Combustible materials near a gas water heater (approx. 30").
- \_ Gas leaks.
- \_ Flooding danger.
- \_ Absence of temperature-pressure (T/P) relief valve
- \_ Absence of discharge line to within 6" of the floor
- \_ Flues without adequate clearance from combustible materials.
- \_ Flues that are not tightly sealed at the chimney.
- \_ Any leaks from hot water tank.
- \_ Tag by the utility company indicating an unsafe condition.
- \_ Oil or gas water heater in a mobile home that is not specifically designed for mobile home use

Note: Electric water heaters do not require venting.

### **9.5 Cooling Systems**

If present, the air conditioning system or evaporative cooler, must safely provide adequate cooling to each room and must be in proper working condition.

Working cooling equipment refers to a central ventilation system, evaporative cooling system, room or central air conditioning. These systems are not required by HQS, but if present, must be operating safely so as not to create a potential fire hazard or other threat to health and safety.

### **9.6 Water Supply**

The water supply systems shall be installed and maintained to provide at all times a supply of water to plumbing fixtures in sufficient volume and at pressures adequate to enable them to function satisfactorily.

### **9.7 Plumbing**

Ensure that the unit is free of serious plumbing problems involving leaking or corroded pipes that could present a hazard to the occupants, the plumbing must be free of leaks or corrosion that could result in contamination of the drinking water.

#### **HQS fail rating required for:**

- Leaking pipes. (*Inspect for water on the floor or water in buckets under pipes.*)
- Pipe corrosion causing contamination of the drinking water. (*Seriously corroded pipes and persistent levels of rust or contamination of the drinking water can be determined by observing the color of the water at several taps. Be sure the condition is persistent and not a temporary condition caused by city or town maintenance of water lines.*)

### **9.8 Sewer Connection**

#### **HQS Requirements:**

To guarantee that the unit is connected to a properly working sewer system the plumbing is required to be connected to an approvable public or private disposal system that is free from sewer back up. If the unit is connected to a municipal sewer system and is properly functioning

the requirement is satisfied. If it is connected to a private system, ask the owner about the type and determine whether it meets local health and safety standards. Documentation of approval may be required if problems occur repeatedly.

**HQS fail rating are required for:**

- Not connected to an approvable sewer system.
- Sewer leaks or frequent backups.
- Strong sewer gas smells or marsh areas caused by sewer or septic back up.
- Regularly clogged or slow drains.

**9.9 Illumination and Electricity**

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.
- Electrical fixtures and wiring must not pose a fire hazard.

***Acceptability Criteria***

- There must be at least one window in both the living room and each sleeping room.
- The kitchen area and the bathroom must have a permanent ceiling or wall-mounted fixture in proper operating condition.
- The kitchen must have at least one electrical outlet in proper operating condition.
- The living room and each sleeping space 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.
- CMHA must be satisfied that the electrical system is free of hazardous conditions, including: exposed, uninsulated, or frayed wires, improper connections, improper insulation or grounding of any component of the system, overloading of capacity, or wires lying in or located near standing water or other unsafe places.
- Outlets must be properly installed in the baseboard, wall, or floor. Hanging light fixtures or outlets from electric wiring, missing cover plates on switches and outlets, badly cracked outlets or cover plates, exposed fuse box connections and, overloaded circuits are unacceptable.

***Family Preference***

The family may determine whether the location and the number of outlets and fixtures (over and above those required for acceptability standards) are acceptable or if the amount of electrical service is adequate for the use of appliances, computers, or stereo equipment.

{“Upgraded” Outlets – ‘HUD Notice PIH 2010-10’}

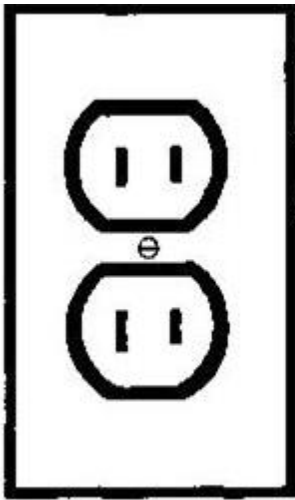


FIGURE 1 UNGROUNDED

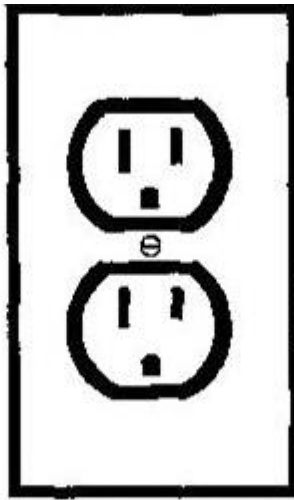


FIGURE 2 GROUNDED

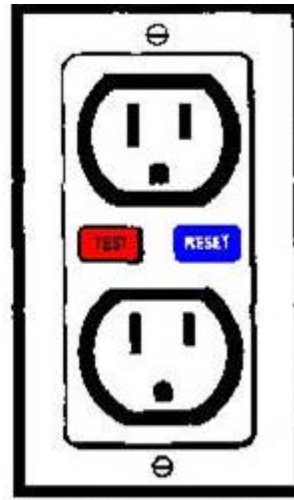


FIGURE 3 GFCI

**HQS Inspections for the Housing Choice Voucher Program and Guidance  
Related to Electrical Outlets:**

Many of the cords for today’s appliances contain three-pronged plugs, which can cause problems when an older home does not have three-pronged outlets for these grounded plugs. In the case of older homes, owners often replace two-pronged, ungrounded outlets with three-pronged, grounded type outlets in order to establish appropriate outlets for appliances that have cords with three-pronged plugs. However, in some cases, owners may replace two-pronged, ungrounded outlets with the three-pronged, grounded type outlets without the necessary rewiring that adds a ground wire to the newly installed, grounded type outlet.

Three-pronged, grounded type outlets should not be substituted for ungrounded outlets unless (1) a ground wire is connected to the outlet, or (2) a Ground Fault Circuit Interrupter (GFCI) protects the outlet. (Figure 3) Installing a new ground wire may require a licensed electrician to install a new wire to the circuit breaker box and may be prohibitively expensive. A more cost-effective method is to protect the outlet with a GFCI, which provides protection to the outlet. If the GFCI senses a difference in current flow between the hot and the neutral terminals, it shuts off the flow of current to the outlet.

An older construction house with a grounded outlet (Figure 2) would be an indication that the unit may have undergone some upgrading. In such cases, the Department recommends testing a sample of outlets in the unit to determine if three-pronged outlets are in proper operating condition, in addition to verifying the proper operating condition of the required number of outlets per room.



## **Testing of Outlets to Determine Proper Operating Condition**

### **Two-pronged, Ungrounded Outlets**

The traditional method of testing a two-pronged, ungrounded outlet is to plug an appliance into the outlet and verify that the appliance turns on. This simple method is acceptable for determining that the ungrounded outlet is in proper operating condition and meets HQS.

### **Three-pronged Outlets**

A three-pronged outlet must meet one of the following three standards for the inspector to consider the outlet in “proper operating condition” as required by HQS:

1. The outlet is properly grounded.
2. A GFCI protects the three-pronged, ungrounded outlet.
3. The outlet complies with the applicable state or local building or inspection code.

The inspector needs to use an outlet tester to determine whether the outlet is properly grounded. There are two types of outlet testers that an inspector can use to determine a properly grounded outlet: a two-wire tester or a three-pronged tester.