

## Chapter 12

### HOUSING QUALITY STANDARDS AND INSPECTIONS

[24 CFR 982.401]

Housing Quality Standards (HQS) are the HUD minimum quality standards for tenant-based programs. HQS standards are required both at initial occupancy and during the term of the lease. HQS standards apply to the building and premises, as well as the unit. Newly leased units must pass the HQS inspection before the beginning date of the assisted lease and HAP contract. This chapter describes SHA's procedures for performing HQS inspections, and SHA standards for the timeliness of repairs. It also explains the responsibilities of the owner and family, and the consequences of non-compliance with HQS requirements for both families and owners. The use of the term "HQS" in this Administrative Plan refers to the combination of both HUD and SHA requirements outlined in this Chapter.

#### A. Guidelines/Types of Inspections [24 CFR 982.401(a), 982.405]

SHA will perform six types of inspections:

1. Initial/move-in: Conducted upon receipt of Request for Tenancy Approval;
2. Annual: Must be conducted within 12 months of the previous annual inspection;
3. Move-out/vacate: Only for pre-October 2, 1995 contracts where there could be damage claims;
4. Special: At request of agency or other third-party, if SHA determines an inspection is warranted;
5. Complaint: At request of owner or family, if SHA determines an inspection is warranted; and
6. Quality control: Conducted by a supervisor to ensure the consistency and accuracy of SHA HQS determinations.

#### B. HQS Guidelines for Unit Size Selected

The standards allow two persons per living/sleeping room and permit maximum occupancy levels (assuming a living room is used as a living/sleeping area) as shown in the table below. The occupancy maximums below may be exceeded if the unit has a room or rooms in addition to bedrooms and a living room which may be used for sleeping, under HQS. (See Section H., Acceptability Criteria and Exceptions to HQS.)

<u>Unit Size</u>	<u>Maximum Number in Household</u>
0 Bedroom	2
1 Bedroom	4
2 Bedrooms	6
3 Bedrooms	8
4 Bedrooms	10

5 Bedrooms	12
6 Bedrooms	14

**C. Initial HQS Inspection** [24 CFR 982.401(a), 982.305(b)(2)]

SHA will inspect the unit, determine whether the unit satisfies the HQS, and notify the family and owner of the determination within 15 calendar days of the inspection, unless SHA determines that it is unable to do so in the stated timeframe, in which case the file will be appropriately documented.

The initial inspection will be conducted to:

1. Determine if the unit and property meet the HQS defined in 24 CFR 982.401, and in this Plan; and
2. Document the information to be used, including current condition of the unit, for determination of rent-reasonableness.

If the unit fails the HQS inspection, the owner will be given up to 10 business days to correct the items noted as fail, at the inspector's discretion, depending on the amount and complexity of work to be completed. The family and/or owner will be advised to notify SHA once repairs are completed, so that SHA can schedule a re-inspection.

If the unit fails the re-inspection, the owner will be allowed one additional re-inspection for repair work to be completed.

If the time period given by the inspector to correct the repairs has elapsed, or the unit fails the second re-inspection, SHA may not approve the tenancy and the family may be required to select another unit.

**D. Annual HQS Inspections** [24 CFR 982.405(a)]

SHA conducts an inspection to determine continuing compliance with Housing Quality Standards at least annually, at least one day prior to the previous annual inspection.

The family must allow SHA to inspect the unit at reasonable times with reasonable notice [24 CFR 982.551(d)]. Reasonable hours to conduct an inspection are between 8 a.m. and 5 p.m. Inspections may also be performed between the hours of 7 a.m. and 7 p.m., upon request by participants, providing an inspector is available. SHA will notify the family in writing or by phone at least two days prior to the inspection.

The family may have a representative over age 18 present for an inspection, if an adult family member is unable to be present.

If the family is unable to be present, they must reschedule the appointment so that the inspection takes place within 10 days of the first scheduled inspection date. If the family does not contact

SHA to reschedule the inspection, or if the family misses two inspection appointments, SHA will consider the family to have violated a family obligation and will terminate their assistance in accordance with Chapter 17 of this Plan.

#### Fines for missed inspections\*

SHA may charge a reasonable fine to a family who fails to be present at an annual inspection scheduled in accordance with this Plan.

SHA may charge up to the actual cost of an inspection to an owner who fails to be present for a properly scheduled initial inspection.

SHA may also charge the full cost of inspection to an owner whose unit is in abatement (described below) but who has requested an inspection in order to continue on the program.

#### Re-Inspection

The family and owner are provided a written notice of the re-inspection appointment by mail.

If the family is not at home for the re-inspection appointment, another appointment is automatically scheduled by mail (assuming they did not miss the first inspection). The family is also notified that it is a family obligation to allow SHA to inspect the unit.

If the family misses both the initial inspection and the re-inspection, SHA will mail a letter of termination to the family after the second missed inspection.

#### Time Standards for Repairs

Emergency items, which endanger the family's health or safety, must be corrected by the owner within 24 hours of notification (see Section I., Emergency Repair Items).

Non-emergency repairs must be made within 30 calendar days of the annual inspection.

SHA may approve an extension beyond 30 calendar days for good cause.

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\* Added July 2005 per Resolution 4784, passed by the Seattle Housing Authority Board of Commissioners on June 20, 2005

### Owner Self-Certification of Minor Fail Items (Not applicable for Initial Inspections)<sup>†</sup>

If the only deficiencies at an inspection are minor fail items, the owner will be allowed to self-certify the correction of the deficiencies to pass the inspection. If the owner fails to affirm that the deficiencies have been corrected by the due date it will be considered a second failed inspection. An inspector will conduct a second re-inspection of the unit. Failure of the second re-inspection will result in abatement (see section below) and may result in termination of the HAP Contract.

If the tenant notifies the Housing Authority that the correction(s) was/were not made to the unit, a quality control inspection may be scheduled.

### Rent Increases

Rent to owner increases may not be approved if the unit is not in compliance with HQS.

### **E. Move-Out/Vacate**

A move-out inspection will be performed only at the landlord's request if a claim is to be submitted for contracts effective before October 2, 1995.

### **F. Special/Complaint Inspections [24 CFR 982.405(c)]**

If at any time the family or owner notifies SHA in writing that the unit does not meet Housing Quality Standards, SHA will conduct an inspection, if SHA determines that an inspection is warranted. SHA may also conduct a special inspection based on written information from third parties, such as neighbors or public officials.

SHA will inspect only the items which were reported, but if the inspector notices additional deficiencies that would cause the unit to fail HQS, the owner will be required to make the necessary repairs.

If the annual inspection date is within 120 days of a special inspection, and as long as all items are inspected that are included in an annual inspection, the special inspection will be categorized as annual and all annual procedures will be followed.

### **G. Quality Control Inspections [24 CFR 982.405(b)]**

SHA will perform quality control inspections of units under contract to maintain SHA's required standards and to assure consistency in enforcing HQS standards. The purpose of quality control inspections is to ascertain that each inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in application of the HQS.

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<sup>†</sup> This process was implemented beginning July 1, 2010.

The number of quality control inspections to be completed shall be determined by HUD SEMAP standards for indicator #5, described in the HUD Housing Choice Voucher Guidebook, for a voucher program of more than 2000 vouchers. Specifically, HUD requires that quality control inspections be conducted on 30 units plus 1 for each 200 (or part of 200) vouchers over 2,000 vouchers under HAP contract at the end of SHA's previous fiscal year.

The sampling of files will include recently completed inspections (within the prior 3 months), a cross-section of neighborhoods, and a cross-section of inspectors.

#### **H. Acceptability Criteria and Exceptions to HQS** [24 CFR 982.401 (a)]

SHA's HQS standards include all the acceptability criteria provided in 24 CFR 982.401. In addition, the standards include the additional acceptability criteria described below.

##### Additions

All utilities must be in service prior to the inspection. If the utilities are not in service at the time of inspection, the inspector will notify the tenant and/or owner to have the utilities turned on and schedule a re-inspection.

If the tenant is responsible for supplying the stove and/or the refrigerator, SHA will allow the stove and refrigerator to be placed in the unit after the unit has passed all other HQS items. SHA will not conduct a re-inspection.

All tenant-paid utilities must be solely for the use of the tenant. If the owner retains use of any portion of the property (e.g., a storage shed), the owner-retained portion must have an independent utility source paid by the owner, or the owner must pay all of the applicable utilities. The owner may disconnect the utility to the owner-retained portion of the property.

Owners may prorate or sub-meter non-master-metered utilities between multiple units in a given building (or in cases where multiple homes are on one city meter) by providing the tenant with a detailed explanation of how the bill will be prorated or sub-metered. This explanation must be consistent with SMC 7.25, Seattle's "Third Party Billing Regulation". Owners must provide such an explanation even for duplexes and other unit types not covered under SMC 7.25 for any HCV assisted tenant. Owners may also charge tenants a flat fee for metered or unmetered utilities. Seattle Housing will provide the tenant with the Utility Estimate appropriate for their unit when the tenant must pay metered, sub-metered or prorated utilities, or a flat fee. In the case of flat fees SHA will use the amount on the Utility Estimate schedule, not the fee designated in the lease. (See also Chapter 8.)

Street numbers shall be displayed on buildings, as required by the Seattle Housing and Building Maintenance Code (22.206.160, A, 8). Apartment letters or numbers shall be displayed in a conspicuous place, in a contrasting color for easy identification.

Dead bolt or dead latch locks on exterior doors of the unit shall be constructed so that they may be opened from the inside without use of a key.

Bars, grilles, grates or similar devices may be installed on bedroom windows and exterior doors, only if such devices are equipped with release mechanisms that are operable from the inside without the use of a key or special knowledge or effort. If more than one window is present in a bedroom, then bars only need to be removed from one window or equipped with a release mechanism that is operable from the inside, which will allow for the safe egress from the room.

All appliances which are provided according to the lease or are installed in the unit at rent-up must be in operating order.

Common laundry areas must be equipped with properly functioning smoke detectors or fire detection/suppression systems.

The inspector shall make a determination at the initial inspection as to the number of rooms which are acceptable sleeping rooms, for the purpose of deciding maximum occupancy level according to HQS. The inspector's determination will be made on a case-by-case basis, based on HQS standards, the design of the structure, family composition and safety of egress.

### Modifications

Modifications or adaptations to a unit provided as an accommodation for a household member with a disability must meet all applicable Housing Quality Standards. Extension for repair items not required by HQS will be granted for modifications/adaptations to the unit if agreed to by the tenant and landlord. SHA will allow execution of the HAP contract if the unit meets all requirements and the modifications do not affect the livability of the unit.

### **I. Emergency Repair Items [24 CFR 982.404(a)]**

The following items are considered emergency repair items and must be corrected by the owner or tenant (whoever is responsible) within the time period specified after notice by SHA:

1. Lack of hot or cold water, heat or electricity (emergency: 24 hours to repair);
2. A condition that is imminently hazardous to life (emergency: 24 hours to repair);
3. The only toilet in the unit does not allow for full function and use (emergency: 24 hours to repair); and
4. Refrigerator, range or oven, or a major plumbing fixture supplied by the landlord does not work (urgent repair: 72 hours to repair).

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

If the emergency repair or urgent repair item(s) are not corrected in the time period required by SHA, the Housing Assistance Payment may be abated and the HAP Contract may be terminated.

### **J. Abatement [24 CFR 982.405, 982.453]**

When SHA determines that a unit on the program fails to meet Housing Quality Standards, and the owner has failed to make the necessary repairs within the time period specified by SHA, SHA shall abate (cease) the assistance payment to the owner.

If a unit fails an annual inspection, the owner will be sent a written pre-abatement notice which identifies:

1. The fail items which must be corrected for subsidy to continue;
2. The date of the pre-scheduled re-inspection; and
3. The date that subsidy will cease if the fail items are not corrected in time for the scheduled re-inspection.

The effective date of abatement is the date the unit failed the annual inspection. If fail items are not corrected within 30 days of the annual inspection, the owner must repay any subsidy received during the abatement period following the date of the annual inspection, or SHA may deduct amounts overpaid for abated properties from subsidy payments for other properties of the owner which are assisted by the program.

#### Termination of contract

If a unit fails an annual inspection, and the fail items are not corrected within 30 days of the annual inspection, SHA shall send the owner and the family a notice that the HAP Contract will be terminated for failure to maintain HQS, and give the effective date of the termination, which shall be sufficient to give the family at least 30-day notice that it must move, coinciding with the end of the month.

The period between the effective date of abatement and the effective date of termination of the HAP Contract is the abatement period. Only one Housing Quality Standards inspection will be conducted after the termination notice is issued.

If the unit passes the final inspection during the abatement period, payment will resume on the day the unit passes inspection. No retroactive payments will be made to the owner for the period of time the rent was abated.

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

#### **K. Owner/Family Responsibility for HQS** [24 CFR 982.404, 982.54(d)(14)] (Modified 12/2004)

Consistent with State of Washington landlord-tenant law, SHA generally holds the owner responsible for maintaining a unit in a condition consistent with HQS, except in the following instances:

1. Tenant-paid utilities are not in service;
2. Family fails to provide or maintain family-supplied appliances.

If the owner believes the tenant is responsible for other violations of HQS, including damages to the unit or premises by a household member beyond normal wear and tear, the owner must enforce the lease terms to hold the tenant responsible for restoring HQS, including paying for necessary repairs. If the tenant fails to maintain the unit in accordance with the lease and the owner provides SHA with documentation of the lease violations and the owner's own steps to enforce the lease, SHA may terminate assistance to the family for failure to satisfy a family obligation under the program.

**L. HQS Inspections of SHA-Owned Units**

SHA's Move to Work Agreement, dated January 13, 1999, (Statement of Authorizations, F.2, page 11) includes flexibility in inspection protocols. SHA shall continue to perform inspections in units it owns that are assisted by tenant-based and project-based Housing Choice Vouchers, and will investigate strategies to streamline the inspection process using its Move to Work flexibility.