

13. HOUSING QUALITY STANDARDS AND INSPECTIONS

A. INTRODUCTION: HOUSING QUALITY STANDARDS [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. The HA is required by HUD regulations to inspect the unit to ensure that is "safe, decent and sanitary. No unit will be placed on the Section 8 program unless these standards are met. Units must also meet HQS as long as the family resides in the dwelling.

The HAKC will inspect each unit under contract at least annually. The HAKC will also have an inspection supervisor perform quality control inspections on the number of files required for file sampling by SEMAP annually to maintain the HAKC required standards and to assure consistency in the HAKC program. This section describes the HAKC's procedures for performing HQS and other types of inspections, and HAKC's standards for the timeliness of repairs. It also explains the responsibilities of the owner and the tenant (family) and the consequences of non-compliance with HQS requirements for both tenants and owners. The term "HQS" in the Administrative Plan refers to the combination of both HUD and HAKC requirements.

The HAKC has recognized and incorporated into its HQS evaluation local codes that directly affect or impact the livability of units in its Section 8 program. These variances are requested by HAKC and approved by HUD.

B. GUIDELINES/TYPES OF INSPECTIONS [24 CFR 982.401(a), 982.405]

All units must meet HUD Housing Quality Standards, as in 24 CFR 982. Owners or Landlords are encouraged to provide housing above HQS minimum standards.

The HAKC performs many types of inspections to meet its requirements. The types of inspections performed are Initial, Annual, Failed (follow-up), Quality Control and Specials (i.e. Occupancy Check, Complaint, Critical and Paint Waiver).

Inspectors will document on the appropriate form; all the deficiencies found that cause the unit to fail to meet HQS. A list of these deficiencies will be provided to the tenant, the landlord and the tenant file. The exception to this is where initial inspections are terminated because the unit had more than 12 HQS deficiencies. In these cases, a list of deficiencies is not provided to tenant or owner.

After a deficiency letter has been issued, the owner will be given not more than thirty (30) days on initial inspections and no more than twenty-five (25) days for annual inspections from the original inspection to complete the repairs. The HAKC will re-inspect for the repair of those items within the prescribed time.

Any information developed by the above-referenced inspections may be utilized to determine the overall program worthiness of the unit. Marginal dwelling units are considered unacceptable for program

participation. Marginal dwellings are those units that in such condition that they are likely to fail HQS in less than a year period due to age, maintenance, or environmental or sanitary influences.

Any variation from the above policy will require supervisory review.

Inspections may be scheduled at the requests of HUD, Section 8 staff, owner/landlord, tenant, public agents, neighbors or interested party. All utilities must be in service "legally" for all initial inspections or inspections prior to the tenant move-in. If the utilities are not on or if the unit fails more than 12 HQS items, the inspection will be terminated and will not be re-scheduled for 30 days. The owner must notify the HAKC that the unit is ready to meet HQS. If the unit fails the next HQS inspection, the tenant will be advised to select another unit (if the tenant's voucher has not expired). HAKC may not conduct another inspection.

The owner is expected to be responsible for having the utilities on prior to the HAP contract or tenant move-in. The owner must have all amenities in place and working at the time of the initial inspection to receive credit for them for rent reasonableness consideration. If the tenant is responsible for the stove and/or refrigerator, the HAKC will allow the stove and refrigerator to be placed in the unit after the unit has passed all other HQS. The tenant must then certify that the appliances are in the unit and working. The HAKC may not conduct a re-inspection.

1. INITIAL (NEW UNIT) HQS INSPECTION [24 CFR 982.401 (a)]

Initial inspections will be conducted upon submission of an approvable Request for Tenancy Approval (RFTA). An initial inspection that has passed HQS inspection is valid for contract execution for 30 days.

If during the initial inspection, more than 12 HQS violations (deficiencies) are found, the inspection will terminate; and a re-inspection will not be scheduled for at least 30 days. A notice will be sent to the owner stating the unit had more than 12 HQS deficiencies and therefore was not ready for inspection. The notice will also state the unit is eligible for the inspection after 30 days. The notice will not list the HQS deficiencies. The owner will contact the HAKC when the unit is fully ready to pass the HQS inspection. If the unit does not pass the second inspection scheduled or, if the inspector is unable to conduct the inspection due to the owner or tenant's negligence, the tenant will be advised to select another unit. HAKC will not conduct another inspection.

The tenant and the owner must execute a contract within 30 days of the date the unit passed inspection. The HAKC will not conduct more than two inspections.

2. ANNUAL HQS INSPECTIONS [24 CFR 982.405 (a)]

The HAKC must conduct an inspection in accordance with HQS at least annually, as required by SEMAP. The owner and the tenant are required to allow such inspections and may be penalized for any failure to do so. (See Chapter 15 of this plan for procedures for Annual Inspections. The owner must correct HQS deficiencies, unless it is a tenant caused failure. The tenant must allow the HAKC to inspect the unit at reasonable times with reasonable notice. The owner, and/or tenant, or an adult age 18 or over, must be present at the inspection so that the inspector may gain access to the unit. HAKC strongly encourage both owner and tenant or their representatives to be present for the inspection. The HAKC will not cancel Annual Inspections. If neither owner or tenant, nor a representative is present

and the inspection is terminated, the inspection will be inconclusive, but will count as if a failed inspection and only one more inspection will be allowed before the unit will go into abatement should it fail this second scheduled inspection. The owner or tenant may request a third inspection but will be granted only if the request is submitted to the tenant's Housing Specialist within 10 calendar days of the last failed inspection. Third inspections will be granted only in cases of the tenant's involvement in an emergency or dire circumstance. The emergency must be documented. Failure to make all HQS repairs or be present for the inspection is not sufficient reasons to be granted a third inspection for the owner, tenant or both.

The HAKC will notify the tenant and owner in writing at least 10 days prior to the Annual Re-inspection or a follow-up failed Annual inspection.

3. SPECIAL/COMPLAINT INSPECTIONS [CFR 982.405(c)]

If at any time the tenant, owner notifies the HAKC that the unit does not meet HQS, the HAKC will conduct an inspection. The HAKC may also conduct a special inspection based on information from third parties such as neighbors or public officials. A complaint inspection is considered critical if the deficiency creates an immediate life threatening circumstance such as a gas leak, structural damage or carbon monoxide leak. If a complaint inspection is critical, the HA must conduct the inspection within 24 hours of notification. (Note: Section 8 responds to requests during normal business hours Monday through Friday 8:00 am to 5:00 pm.)

The HAKC has the option to conduct a full inspection of the unit or to inspect only the complaint items either in the unit. In either case, it is the responsibility of the owner and the tenant to correct all deficient items within an allotted time frame.

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.

HAKC has the right to terminate a contract if another authority or agency inspects a unit and certifies that is unsafe for the tenant and family (i.e. City, State, Law Enforcement).

The property owner and the tenant are each responsible for the unit meeting HQS requirements.

The owner will be given time to correct the failed items, as follows:

- If the item(s) endangers the tenant's family health or safety, the owner will be given 24-48 hours to correct the deficiency.
- For less serious failures, the owner will be given up to 25 days to correct the deficiency.

If the owner fails to correct the failed items after being given a reasonable time to correct the item, the housing assistance payment must be abated. The tenant is responsible for correcting HQS violations that are caused by the tenant. Failure to do so in a reasonable amount of time will result in the termination of subsidy.

a. The Tenant's Responsibility Regarding Compliant Inspections [CFR 982.404, 982.54(d)(14)]

The HA must be allowed to inspect the unit at reasonable times with reasonable notice. The tenant is notified of the inspection appointment by mail and/or telephone. If the tenant cannot be there, the tenant must make arrangement for the owner or an adult age 18 or over to be present at the inspection so that the inspector may gain access to the unit. If the tenant fails to make arrangement to allow the inspection to be conducted, only one more inspection or re-inspection will be scheduled. If the tenant is responsible for causing two inspections to be missed, the HA will consider the tenant to have violated the tenant's obligation and their assistance will be terminated, in accordance with the procedures for termination of assistance.

b. Deficiencies Considered To Be The Tenant's Responsibility [CFR 982.404, 982.54(d)(14)]

There are certain HQS deficiencies that are the tenant's responsibility. They are classified as follows:

- Tenant-paid utilities not in service.
- Failure to provide or maintain tenant supplied appliances.
- Damage to the unit or premises caused by a household member or guest beyond normal wear and tear. This includes any thing done that falls under the tenant's responsibility (i.e. break-ins, vandalism, thief, etc.) "Normal wear and tear" is defined as items that could be charged against the tenant's security deposit under state law and court practice.

The owner is responsible for all other HQS violations.

The owner is not responsible for vermin infestation caused by the family's living habits. 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 HAKC may terminate the tenant's assistance on that basis. However, vermin entry or infestation through unsealed openings in walls, attics, doors, windows or pipes, etc. that pass to the exterior of unit is the owner's responsibility.

The inspector will make a determination of owner or tenant responsibility during the inspection. If the tenant is responsible, but the owner carries out he repairs, the owner will be encouraged to bill the tenant for the cost of the repairs and the tenant's file will be noted.

c. Consequences If Owner Is Responsible (non-emergency items) [CFR 982.405 & 453].

When it has been determined that a unit on the program fails to meet HQS and failed items are the owner's responsibility, if the owner fails to complete the necessary repair(s) in the time period specified be the HAKC, the assistance payment to the owner will be abated. The abatement will end the day the owner's unit passes the HQS inspection.

d. Consequences If Tenant Is Responsible (emergency or non-emergency items) [CFR 982.404(b)].

If emergency or non-emergency violations of HQS are determined to be the responsibility of the tenant, the HAKC will require the tenant to make any repair(s) or correction(s) within 30 days, (24 hours for emergency items). If the repairs or corrections are not made in this time period, the HAKC will terminate assistance to the tenant, after providing an opportunity for an informal hearing. The owner's rent will not be abated for items, which are the tenant's responsibility.

If the tenant is responsible and corrections are not made, the HAP Contract will terminate when assistance is terminated.

e. Voucher Contract Termination [982.403 - 405].

If the owner fails to correct all the cited deficiencies within thirty (30) days of the beginning of the abatement period, the contract will be terminated.

When the Housing Assistance Payment Contract or the Housing Choice Voucher Subsidy Contract is terminated for violation of Housing Quality Standards, the contract cannot be reinstated. If repairs are done before the effective termination date, the termination may be rescinded.

The HA will conduct not more than one (1) HQS inspection within the same abatement period.
(See Chapter 15 for additional discussion of contract terminations)

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

- The owner has a good history of HQS compliance
- 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

4. QUALITY CONTROL INSPECTIONS [24 CFR 982.405 (b)]

Quality Control inspections will be performed by the designated HQS Inspector on the number of files required by SEMAP. The purpose of Quality Control inspections is to ascertain the each inspector in conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in application of the HQS.

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.

5. ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS [24 CFR 982.405(a)]

The HAKC adheres to the acceptability criteria as provided in the HQS regulations (24 CFR 401, see Appendix A) and local code with the following additions and modifications:

Building Codes

- Local Building Codes (International Residential code) will be used to interpret and/or enforce HQS guidelines.
- The International Residential Code (IRC) is used Kansas City, Missouri.
- The HAKC will apply the IRC codes for recent building and remodeling of structural, electrical, plumbing, heating and air conditioning installations or replacements.

Utilities

- All utilities must be in service at the time of the inspection.
- Utilities must be legally connected and according to the local codes.
- Adequate water pressure must be provided to all faucets, sinks, tubs, showers, toilets and other sources of end termination.

Unit Address Display

- Units must have clear identifications easily seen near the primary entry.
- The unit address should be clearly visible from the street or sidewalk.
- 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.
- Address and unit numbers should be displayed in contrast with the background to facilitate identification in case of an emergency.

Exterior Walls

- Exterior walls must be secured, sealed, tuck pointed, etc. so as to prevent air, water, daylight and vermin penetration other than in areas where designed for such as doors and windows.

Exterior Entry Doors

- Exterior entry doors must be steel, solid-core wood or security-type doors.
- Exterior doors must be weather-tight to prevent air, water and insect infiltration.
- Exterior doors must not have holes.
- Exterior doors must have all trim, weather-stripping and the threshold intact.
- Exterior doors must have security or dead-bolt locks that can be opened from the interior without the use of a key.
- Exterior door locks must be secured in position and function properly.

Interior Doors

- Interior doors must be free of holes.
- Interior doors must have all the trim in tact.
- Interior doors must have all hardware secured in position.
- Interior doors must be able to be opened without the use of a key.

Windows

- Windows must be weather-tight to prevent air, water and insect infiltration.
- Windows designed to be opened must be openable and must stay in open position when raised without props.
- Windows that are designed to be opened must be lockable to ensure weather-tightness.
- Windows must be in good condition, fit properly and be solid and intact including sashes, glass (panes), trim, glazing and screens if provided.
- If the unit does not have central air conditioning, all windows must have a proper fitting screen in good condition.
- If the unit has central air conditioning and the windows have screens, the screens must be in good condition.
- If window security bars (burglar bars) or security screens are present, they must meet the city code requirement for a quick release systems.

Interior Walls

- Walls are required to be "finished" to be counted as rooms used for living.
- Bare concrete walls must be properly coated with sealant, paint, tile or other acceptable wall covering.

- An area where plaster or drywall is sagging, severely cracked or otherwise damaged, has holes greater than four inches in diameter or otherwise altered, stained or affected by moisture or mold must be repaired or replaced.
- All holes in interior walls larger than a nail hole must be repaired.
- All ceramic tiles must be secured in-place without sharp or cutting edges.
- The junction where tub/shower meets the wall and floor must be sealed to prevent water entry into wall or floor to prevent rot, mold and mildew.

Ceilings

- Areas where plaster or drywall is sagging, severely cracked, has holes or is otherwise damaged, stained or affected by moisture or mold must be repaired or replaced.

Floors

- Floors must be in a finished state (no plywood).
- All floors must have a finished surface such as carpet, tile, or hardwood.
- All serious carpet tears, loose seams and shredded areas must be repaired.
- Clean or replace all extreme or severely dirty carpet.
- Hardwood floors must be smooth-sanded and sealed.
- If the surface is concrete or a similar surface, the surface must be smooth and sealed with an appropriate sealant to eliminate a porous surface.
- The floor must be firm and without tripping hazards.

Porches and Decks

- Porches, decks, stairs and steps must be structurally sound and meet City code requirements.

Cabinets, Vanities and Countertops

- Cabinets, vanities and countertops must be secured in-place.
- All cabinet doors must be secured at hinges.
- Loose hinges, drawer fronts, handles, knobs, rollers, guides, etc. must work properly.
- All sinks must have functioning stoppers.
- Removal of items or parts without replacement in order to avoid repair will not be allowed.

Appliances

- Owner supplied stoves and refrigerators must have working handles, knobs and other required parts as designed by the manufacturers.
- Appliances must be installed and working at the time of the inspection unless there is pending cause, damage or blame on the part of the tenant.
- Stove burners must ignite and heat on command.

Plumbing

- All faucets, showerheads, drains, toilets, sinks, bathtubs, showers and washer machine hookups must work as designed to work without drips and leaks.
- All faucets, showerheads, drains, toilets, sinks, bathtubs, showers and washer machine hookups must operate without malfunction when used.

- Toilets must be stable and secured to the floor and have no broken parts.
- All sewer caps must be installed properly in all locations where required.
- All wall and floor plumbing pipe penetrations beneath kitchen and lavatory sinks must be sealed.

Water Heaters

- All water heaters must be equipped with pop-off valves and vertical discharge lines that terminate approximately six (6) inches above the floor line.
- The discharge line must be the same diameter as the pop-off valve and the bottom of the discharge line must not be threaded.
- All gas water heaters must be vented in a manner approved by City code.

Furnaces

- Furnaces must be vented in a manner approved by City code. Owners will be required to provide and install a new filter at the Initial Inspection and each Annual Re-Inspection thereafter.

Ventilation and Illumination

- All sleeping rooms must have a window and adequate illumination.
- The minimum illumination area of all basements or below ground windows used for sleeping rooms must not be less than three sq. ft.
- All above ground rooms considered as bedrooms or sleeping rooms must have a minimum natural illumination area or window not less than five and seven-tenth square feet per IRC code.
- A window in an exterior area door will not qualify for the window requirement.
- All bathrooms must have a window of not less than three (3) square feet, one-half of which must be openable; or equipped with an artificial light and a mechanical ventilation system (fan) that exhausts to the outside or ventilated attic.

Bedrooms

- All rooms considered for bedrooms shall have not less than 70 square feet of gross floor area with the ceiling height of not less than 7 feet and walls not less than 7 feet in any horizontal direction. Ceilings in basements and attics considered for bedrooms may project to within 6 feet, 8 inches of the finished floor including beams, girders, ducts and all other obstructions.

Smoke Detectors

- A smoke detector must be installed on every level (floor) of the unit.
- A smoke detector will be required in each bedroom that can only be entered through another room.
- The tenant is responsible for providing and replacing old batteries for battery-powered smoke detectors.
- Wall-mounted smoke detectors should be approximately 6 inches below the ceiling.
- Ceiling-mounted smoke detectors should never be closer than 6 inches from the wall.
- Inoperable smoke detectors are a serious health threat and will be treated by the HAKC as an emergency (24-hour) fail item.

Disability/Handicap Modifications

- Smoke detectors that meet ADA standards are required in units occupied by hearing or vision impaired tenants who request them.
- All modifications or adaptations to a unit due to disabilities must meet applicable HQS and local building codes

Hazards

The following item shall be classified as hazardous and declared as "failed" items in the inspection process:

- Abandoned hazardous vehicles.
- Messy or trashy yards containing one or more of the following: tall grass, debris or unnecessary obstructions.
- Dangerous or threatening dogs or other animals not contained or secured.
- Unapproved vent-less space heaters for heating purposes.
- Cracked glass in windowpanes, storm doors and exit doors greater than 6 inches long or with offset surfaces must be replaced.
- Serious drop-offs in yards and driveways including uncovered window wells.
- Parking areas or others wherein concrete or other types of retainer walls allow an immediate drop greater than 36 inches down where injury can occur must have a secure railing system that will meet City code requirements.
- Window security bars (burglar bars) and security screen installations that do not meet the City code requirement for a quick release system.

Amenities

- An existing amenity must be repaired or replaced when cited at an annual inspection.
- An amenity cannot be removed in place of repair.
- If an amenity is present, it must operate or perform as intended and designed by the manufacturer or installer.
- If it is considered in the rent reasonableness determination, it must be provided and operational continually through the term of the HAP contract.
- If the owner removes an amenity prior to an initial inspection, it must be clearly understood by the tenant and the HAKC that the amenity will not be provided.

Electrical

- All electrical wiring terminals must be secured properly and be enclosed in approved and contained terminal locations such as the service panel, outlets with covers or other approved junction boxes.
- Bare wires or wire connections not enclosed in approved boxes or otherwise in an approved manner will be "failed".

Emergency Repair Items

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

- Lack of security for the unit that endangers the tenant(s)
- Waterlogged ceiling in imminent danger of falling
- Major plumbing leaks or flooding

- Natural gas leak or fumes
- Electrical problem that could result in shock or fire
- No heat when outside temperature is below 50 degrees Fahrenheit and temperature inside the unit is below 60 degrees Fahrenheit.
- Utilities not in service
- Highly hazardous broken glass where someone could be injured
- Obstacle which prevents tenant's entrance or exit
- Lack of functioning toilet
- Sewage backup and flooding of floor
- Serious and severe mold conditions
- All major appliances or systems that are critical to the "safe, decent and sanitary" welfare of the tenant and family must be in working order. This includes the furnace, air conditioning, water heater, stove and refrigerator.
- Inoperable smoke detector.

HAKC may give a short extension (not more than 48 hours) whenever the responsible party cannot be notified or it is impossible to eliminate the problem or execute the repair within the 24-hour period.

In those cases where there is leaking gas or a potential 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 the HAKC.

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

6. ABATEMENT OF RENTS

When it has been determined that a dwelling unit fails to meet Housing Quality Standards because of action or inaction by the owner, and the owner has been given an opportunity to correct the problem(s) but fails to do so within the allotted time frame, the rent for the unit shall be abated. The owner will be advised that the affected tenant will not be responsible for payments while the unit is in abatement.

The abatement shall continue until all items that caused the unit to fail have been corrected, or 30 days have elapsed, whichever is less. The HA will inspect abated units within 10 working days of the request from the owner to conduct a third inspection. The owner must request the third inspection in writing and must submit it to the HAKC within 10 days of the date the last inspection was attempted, whether that inspection failed or was inconclusive. If the owner fails to request the third inspection, or, if the unit fails the third inspection, the HAP contract will be terminated.

7. PAINT WAIVER INSPECTIONS

Paint waiver inspections are special inspections of units that were exempted during the cold-weather seasons from the requirement to paint exteriors that have been found with deteriorating paint. These inspections are conducted in warmer weather when all danger of frost has passed.

Sometime during the late Autumn or early winter season, notice will be provided to all participating owners that the paint waiver policy is in effect between specific dates. During this period, owners are obligated only to scrape loose any chipping or peeling paint and remove the paint chips from the soil. Notices will announce a specific date (usually in the spring) after which units that have received paint waivers will be inspected for proper correction of the deficiency.

HAP checks for units that do not pass the first paint-waiver inspection shall be abated from the date of the first inspection to the date of the second inspection. Owners will have 10 days to contact the Inspections Office to schedule the second inspection. If the dwelling does not pass the second inspection, the HAP contract shall be terminated.

Third inspections may be granted upon the request of the owner and approval of the Inspection Manager, however, they will be granted only in highly unusual circumstances.

C. DOCUMENT RETENTION

Documentation relating to Housing Quality Standards and rent reasonableness calculations will be retained for three years.