HOUSING QUALITY STANDARDS (HQS)

HQS INSPECTIONS
Part I – General Information
24 CFR 982.401 & 405
HQS – minimum quality standards for tenant-based programs

Types of Inspections

- Move-in (Initial) Inspections
- Yearly (Annual) Inspections
- Complaint Inspections
- Critical Inspections
- Follow-up (Re-inspections)
- Quality Control (QC) Inspections
- Lead Based Paint (LBP) Inspections
- Occupancy check inspections
Inspection Process

- Document any deficiencies found during an inspection that do not meet HQS standards.
- A list of these deficiencies will be sent to the Tenant & Owner after the failed inspection.
- Tenants and Owners will have no more than 30 days to make corrections before the re-inspection is conducted.
- Critical Deficiencies involving Health and Safety must be corrected within 24 to 48 hours.
Tenants and Owners must allow inspections to take place at reasonable times and with advanced notice.

An owner or tenant or their adult representative must be present during the inspection.

If no adult (18 years or older) is present during an inspection, it will not take place and be called an inconclusive inspection.

Two inconclusive inspections will cause the Tenant and Owner to be in violation of the program.
Initial Inspections

- Are used to determine if the unit meets HQS standards.
- Are used to document the current condition of the unit for future evaluations of normal wear and tear.
- Are used to document the information for determining market rate rent.
Initial Inspections cont.

- If the unit has more than 12 deficiencies the inspection will be terminated and not re-inspected for 30 days.

- Initial inspections with more than 12 deficiencies do not require a deficiency list sent to the Tenant or Landlord.

- The owner is allowed one re-inspection.

- All utilities must be in proper service for all inspections.
If the unit fails a 2nd inspection, the family must select another unit.

Marginal units that are likely to fail in less than a year are considered unacceptable.

All deficiencies must be corrected within 30 days.
Annual Inspections

- Inspections conducted within 12 months, or less, from the last inspection.

- Written notice with the time & date of each inspection will be given to the Landlord/Owner & Tenant before an inspection.

- Families, and owners, must allow access for all inspections.

- An Owner, Tenant or their Adult (18 or older) representative must be present during each inspection.
Annual Inspections cont.

- If no adult (18 years or older), is present during an inspection, it will not take place and be called an inconclusive inspection.

- Inconclusive inspections are considered Failed inspections if the unit failed the previous inspection.

- If the annual inspection does not meet HQS standards it is considered a Failed inspection.

- Annual inspections will only be rescheduled once.

- Landlords/Owners and Tenants will receive a written deficiency list as well as a time and date for the next re-inspection.
Annual Inspections cont.

- All Owner or Tenant deficiencies must be corrected prior to a rescheduled inspection.

- 2 failed inspections by the Tenant will cause the Tenant be terminated from the program.

- 2 failed inspections by the Owner will cause the contract to be terminated and the unit banned from the Section 8 program for 1 year.

- All deficiencies must be corrected within 30 days.
Special/Complaint Inspections

- Any time a unit does not meet HQS standards an Owner or Tenant may request a special or complaint inspection.

- An Owner or Tenant must allow the special inspection to take place.

- The complaining party must be present at the inspection for the complaint to be considered valid.

- If the complaint is that a required utility is not on, that utility company can be used as 3rd party verification of this complaint.
Special/Complaint Inspections cont.

- A contract may be terminated if another agency certifies that the unit is unsafe for a family to live in.
- Deficiencies that endanger the family’s health and safety are considered critical and must be corrected by the Owner or Tenant within 24 to 48 of the cited inspection.
- All non-critical deficiencies must be corrected within 7 to 30 days, depending on severity as determined by the Housing Authority.
Third (3rd) Inspections

- A 3rd inspection must be requested in writing within 10 calendar days of the 2nd failed inspection. A statement that “all deficiencies have been corrected”, must be included.

- 3rd inspections are not a right but an appeal by the owner or tenant that may or may not be approved.

- Each request for a 3rd inspection will be considered on a case-by-case basis.
The 2nd inspection must show improvement from the 1st inspection.

The 2nd deficiency list must have less than half the deficiencies of the 1st list and no more than 3 deficiencies for an owner or tenant.

3rd inspections will be approved or denied within 10 days of receiving the request.

If the owner fails to correct all the cited deficiencies within 30 days of the beginning of the abatement period, the HAP contract will be terminated.
Repair Times

- All non-emergency deficiencies must be made within 30 days.
- Time extensions or rescheduling must be requested in writing by the owner and demonstrate a need for the extension request to be considered.
- Good reasons for extensions include: serious medical problems, difficulties in obtaining parts, third party contractor delays.
- All requests must have 3rd party documentation to be considered for approval.
Emergency Repair Items

- Lack of security
- Waterlogged ceiling
- Major plumbing leaks
- Natural gas fumes
- Danger of electrical shock
- No heat when outside temperature is below 50
- Utilities not in service
- No running hot water

- Broken glass causing a risk of injury
- Obstacles that prevent exit from the unit
- Lack of working toilet
- Serious mold conditions
- Furnace, Water Heater, Air conditioning, Stove, Refrigerator not working
- No working smoke detectors.
Responsibility For Repairs

- Family Responsibilities
  - Tenant paid utilities
  - Tenant supplied appliances
  - Damages to unit beyond normal wear & tear

- Owner Responsibilities
  - Owner paid utilities
  - Owner supplied appliances
  - Normal wear and tear of unit
  - Any vermin or insect infestation
  - Paint deterioration
Abatement

- If the owner fails to make repairs by the 2nd inspection, rent will be abated. Owners and/or tenants must request a 3rd inspection in writing within 10 calendar days of the 2nd failure.
- The Tenant will not be responsible for the HAP portion of the rent. (paid to owner)
- If the Tenant is responsible for repairs, the owner’s rent will not be abated
- Abatement of the owner’s rent will begin the date of the 2nd failed inspection.
Abatement cont.

- Only one inspection will be conducted after the unit goes into abatement.
- Abatement will remain in effect until the unit passes an HQS inspection.
- If the owner passes the 3rd inspection, payment will resume upon the date of the 3rd inspection.
- No retroactive payments will be made during the period of abatement.
Termination of Contract

- If the Owner fails to request a 3\textsuperscript{rd} inspection within 10 calendar days of the 2\textsuperscript{nd} failed inspection, the HAP contract will be terminated, the tenant issued a voucher to move, and the owner’s property placed on the banned unit list for one year.

- If the Owner fails the 3\textsuperscript{rd} inspection, the HAP contract will be terminated, the tenant issued a voucher to move, and the owner’s property placed on the banned unit list for one year.
Termination cont.

- If the Tenant fails the 3rd inspection, the HAP contract will be terminated and the tenant given 30 days to move out of the unit.
- No payments will be made between the 2nd failed and the 3rd passed inspection.
- After passing a 3rd inspection, payment to the owner will resume.
- No retroactive payments will be made to the owner after passing a 3rd inspection.