

# **GASTONIA HOUSING AUTHORITY**

## **SECTION 8 Housing Choice Voucher Program**

# **OWNER INFORMATION PACKET**

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## THE GASTONIA HOUSING AUTHORITY'S COMMITMENT

As a public service agency, it is the housing authority's goal to provide excellent service to the families of Gaston County. The housing authority will make every effort to inform Section 8 Participants as well as owners of the program rules, and to advise you of how these rules affect you. Since Federal rules are not always easy to understand, it is very important to ask questions if you are not sure of something. This package may not be all inclusive and is subject to change.

In accordance with HUD requirements and upon written request, the PHA will furnish owners with family's current address and the name and address of the family's current landlord.

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

The PHA will furnish prospective owners with information about the family's:

- Rental history
- History of drug trafficking

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

- Eviction history
- Damage to rental units
- Drug trafficking

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

**The Gastonia Housing Authority recommends that you correspond with staff via email to improve communications and efficiency.**

The following statement explains our email policy. Email messages are the property of the Gastonia Housing Authority and are public information regardless of the source or nature of the email message. Company policy prohibits the receipt or redistribution of any non-business or inappropriate email. Company policy further prohibits the receipt and distribution of mass email unless they are directly related to the business of the agency.

## **BECOMING A SECTION 8 LANDLORD GASTONIA HOUSING AUTHORITY (GHA)**

This document contains three sections.

1. Introduction to the program and roles of the tenant, landlord, GHA and HUD.
2. Specific information on what is required of a landlord to place a property on the Section 8 Housing Choice Voucher Program.
3. Section 8 Landlord Frequently Asked Questions

### **INTRODUCTION**

The housing choice voucher program provides housing assistance to low-income participants who find their own housing, including single-family homes, townhouses and apartments. The participant is free to choose any housing that meets the requirements of the program and is not limited to properties located in subsidized housing projects. Housing choice vouchers are administered locally by GHA who receives federal funds from the U.S. Department of Housing and Urban Development (HUD) to administer the voucher program.

A family that is issued a housing voucher is responsible for finding a suitable housing property where the owner agrees to rent under the program. This property may include the family's present residence. Rental properties must meet minimum standards of health and safety which includes HUD's Housing Quality Standards (HQS) and GHA's Acceptability Criteria Variations (ACV.)

A housing subsidy is paid to the landlord directly by GHA on behalf of the participating family. The family then pays the difference between the actual rent charged by the landlord and the amount subsidized by the program.

#### **Roles - the tenant, the landlord, the housing agency and HUD**

Once GHA approves an eligible family's property, the family and the landlord sign a lease and, at the same time, the landlord and GHA sign a housing assistance payments contract that runs for the same term as the lease. This means that everyone -- tenant, landlord and GHA -- has obligations and responsibilities under the voucher program.

**Tenant's Obligations:** When a family selects a property, and the PHA approves the property and lease, the family signs a lease with the landlord for at least one year. The tenant may be required to pay a security deposit to the landlord. After the first year the landlord may initiate a new lease or allow the family to remain in the property on a month-to-month lease.

The family is expected to comply with the lease and the program requirements, pay its share of rent on time, maintain the property in good condition and notify GHA of any changes in income or family composition.

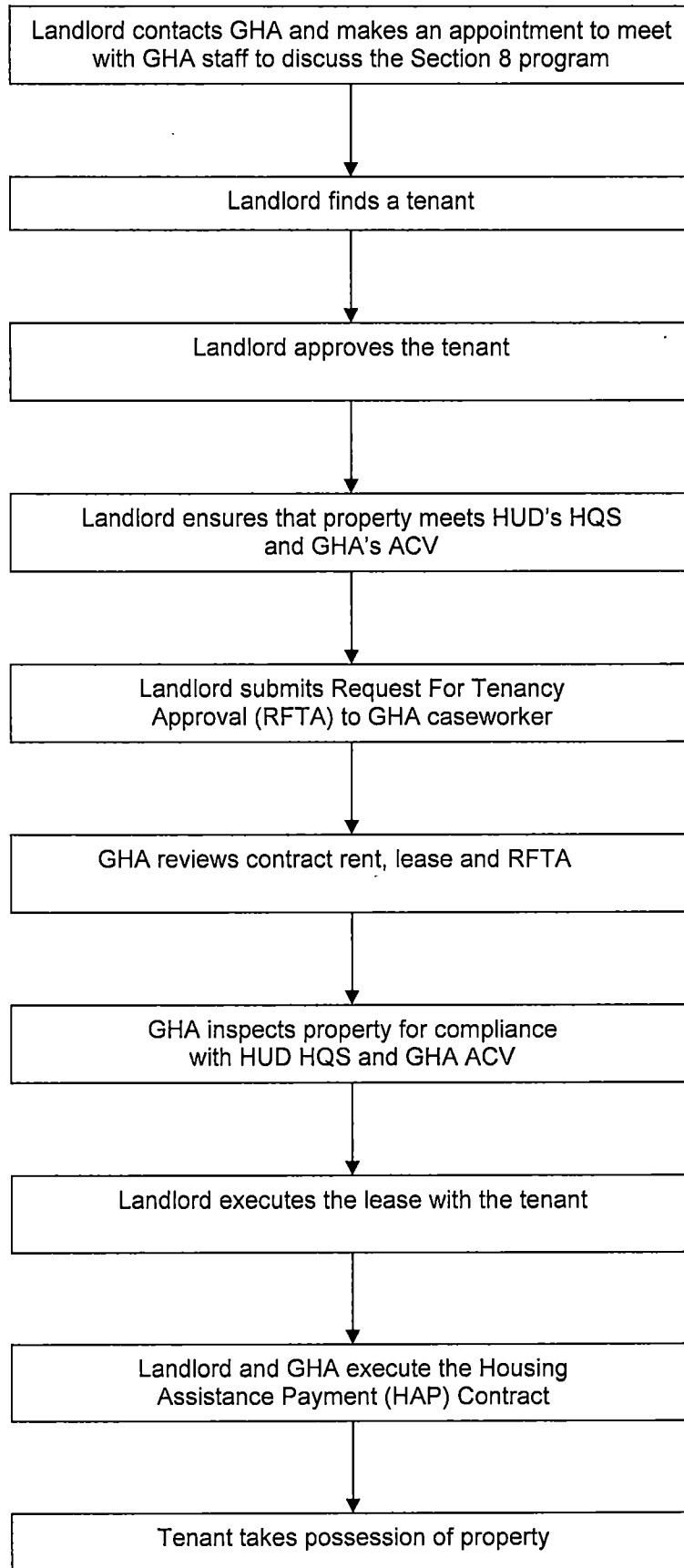
**Landlord's Obligations:** The role of the landlord in the voucher program is to provide decent, safe, and sanitary housing to a tenant at a reasonable rent. The property must pass the program's housing quality standards and be maintained up to those standards as long as the owner receives housing assistance payments. In addition, the landlord is expected to provide the services agreed to as part of the lease signed with the tenant and the contract signed with GHA.

**GHA's Obligations:** GHA administers the voucher program locally. GHA provides a family with the housing assistance that enables the family to seek out suitable housing and GHA enters into a contract with the landlord to provide housing assistance payments on behalf of the family. If the landlord fails to meet the owner's obligations under the lease, GHA has the right to terminate assistance payments. GHA must reexamine the family's income and composition at least annually and must inspect the property at least annually to ensure that it meets minimum housing quality standards.

**HUD's Role:** To cover the cost of the program, HUD provides funds to GHA to make housing assistance payments on behalf of the families. HUD also pays GHA a fee for the costs of administering the program.

Additional information can be found on HUD's website at  
[http://www.hud.gov/offices/pih/programs/hcv/about/fact\\_sheet.cfm#4](http://www.hud.gov/offices/pih/programs/hcv/about/fact_sheet.cfm#4).

## PROCEDURE FOR BECOMING A SECTION 8 LANDLORD



## PROCEDURE FOR BECOMING A SECTION 8 LANDLORD

### 1. Contact GHA and make an appointment to meet with GHA staff to discuss the Section 8 program (optional) (landlord)

- ❖ GHA staff will provide information on:
  - ❖ Program requirements
  - ❖ Request for Tenancy Approval (RFTA)
  - ❖ Housing Assistance Payments (HAP)
  - ❖ Electronic payment of HAP
  - ❖ Advertising your property;
  - ❖ Payment standards, total tenant payment, contract rent, utility allowances
  - ❖ Rent reasonableness
  - ❖ Security deposits;
  - ❖ Lease requirements;
  - ❖ Process for placing a property on the program; and
  - ❖ Requirements for passing the initial inspection.

### 2. Landlord finds a tenant (landlord)

- ❖ Advertise your property
- ❖ List your property on [www.socialserve.com](http://www.socialserve.com)
- ❖ The tenants must have a valid Housing Choice Voucher.

### 3. Landlord approves the tenant (landlord)

- ❖ The landlord is responsible for screening the tenant according to the same standards used for other tenants.
- ❖ GHA recommends screening for credit, criminal, and rental history.
- ❖ Owner sets the amount of the security deposit and is responsible for its collection (Not to exceed one month's contract rent.)
- ❖ The owner sets the amount of proposed rent and discusses with the prospective tenant.
- ❖ The rent **CANNOT** exceed market rental rates for the neighborhood and property type and condition.

### 4. Landlord ensures that property meets all HUD and GHA's property standards (landlord)

- ❖ The landlord ensures that the property meets both the HUD Housing Quality Standards (HQS) and GHA's Acceptability Criteria Variations (ACV) by inspecting the property and making needed repairs or modifications PRIOR to submitting a Request for Tenancy Approval (RFTA) to the GHA caseworker.
- ❖ The landlord uses the document GASTONIA HOUSING AUTHORITY, PASSING THE SECTION 8 HQS INSPECTION COMMONLY FAILED ITEMS as a resource to ensure compliance with the HUD Housing Quality Standards (HQS) and Acceptability Criteria Variations (ACV.)
- ❖ Copies of the HQS, ACV and GASTONIA HOUSING AUTHORITY, PASSING THE SECTION 8 HQS INSPECTION COMMONLY FAILED ITEMS are available at the Section 8 office at 340 W Long Ave or on the GHA website, [www.ghanc.org](http://www.ghanc.org).
- ❖ After the landlord makes repairs or modifications to the property sufficient to meet all inspection requirements listed above, the landlord contacts the GHA caseworker to schedule an appointment to visit the Section 8 office and submit the RFTA.

**5. Landlord submits Request For Tenancy Approval (RFTA) to GHA caseworker (landlord)**

- ❖ The landlord calls the tenant's caseworker to schedule an appointment to submit the RFTA.
- ❖ The property owner provides the following documentation with the RFTA:
  - ❖ Copy of executed lease;
  - ❖ Property owners who have not participated in the program before submit a completed W-9 form and a copy of their social security card or written verification of their taxpayer identification number;
  - ❖ Written proof of legal ownership of the property. Acceptable proof is a copy of the deed or tax bill;
  - ❖ If an agent manages the property, a copy of the management agreement must be provided;
  - ❖ Voided check;
  - ❖ Executed Authorization Agreement for Automatic Deposits for Housing Assistance Payments; and
  - ❖ Blank copy of proposed lease. The lease must be for a term of one year and specify the party (responsible for utilities and appliances).

**6. GHA reviews contract rent, lease and RFTA (GHA)**

- ❖ GHA staff will review the proposed contract rent against GHA's approved rent reasonableness methodology;
- ❖ If the rent exceeds the rent reasonableness amount or GHA payment standard, the landlord may negotiate with GHA staff in an attempt to determine an acceptable rent;
- ❖ Once the contract rent is approved, GHA staff will review the lease;
- ❖ If the amount terms of the lease are not acceptable, the landlord will be given an opportunity to revise the lease terms. If the landlord does not agree to meet the required terms the property will be disapproved for participation in the program;
- ❖ Once the amount of contract rent and the terms of the lease have been approved, the RFTA will be accepted; and
- ❖ Before final approval of the property and the lease, the property must pass HQS inspection.

**7. GHA inspects property for compliance with HUD Housing Quality Standards (HQS) and GHA Acceptability Criteria Variations (ACV) (GHA)**

- ❖ Inspections will typically be performed within fifteen days of submission of the RFTA.
- ❖ ALL utility service must be on before the property can be scheduled for inspection. The landlord may certify that the utilities are on in their name, but the HAP contract cannot be executed until the tenant provides receipts showing their name, address, and account number (unless the landlord provides the utilities and they are included in the contract rent);
- ❖ The owner or owner's representative must be present for all inspections;
- ❖ If the property is occupied, the tenant must have an adult family member present. GHA WILL NOT enter an occupied property without the tenant present unless there is a properly executed Consent to Inspect and Indemnification Agreement form on file at the Section 8 office;

- ❖ Should the property fail the initial inspection, the property will be automatically rescheduled for inspection 30 days from the date of original inspection.
- ❖ No more than two inspections will be performed on any property; after which it will be disapproved: and
- ❖ The GHA inspector will notify the landlord, tenant and the caseworker when the property passes HQS.

**8. Landlord executes the lease with the tenant (landlord)**

- ❖ The landlord contacts the prospective tenant and executes the lease and has tenant complete the Consent to Inspect and Indemnification Agreement form: and
- ❖ The landlord brings a copy of the lease and indemnification form to the GHA office at the time of HAP Contract execution

**9. Landlord and GHA execute the Housing Assistance Payment (HAP) Contract (landlord and GHA)**

- ❖ The caseworker will determine if she/he must re-verify income, re-calculate rent and if all information from the landlord and tenant has been received and is correct;
- ❖ When all information is deemed correct, the GHA caseworker will schedule an appointment with the landlord to execute the HAP contract. The HAP signing will typically take place within 5 – 10 days of the property passing inspection;
- ❖ Once the HAP contract is executed, actual payments will begin the first of the following month. Properties that pass inspection the last ten days of the month are not guaranteed to have the HAP contract signed in time to begin payment the following month. In these cases, the HAP for the first month will be paid for the full month with the second month's HAP disbursement.
- ❖ All housing assistance payments are distributed by automated clearing house (ACH) transactions and are deposited into the landlord's bank account no later than the 5<sup>th</sup> of the month.

**10. Tenant takes possession of the property (landlord, tenant)**

**11. Ongoing housing assistance (landlord, tenant and GHA)**

- ❖ Monthly HAP payments will continue as long as the family and the property continue to qualify under the program rules.
- ❖ GHA must conduct re-inspections of the property annually and upon request from the owner, tenant, or third party for as long as the tenant remains in the property.
- ❖ If the property fails an inspection, the owner must correct repairs during the proper time frame (within thirty days of inspection) and notify the inspections department in writing that the repairs have been completed. Failure to do so will result in the abatement of the owner's payments.

Find out more about the Section 8 program by visiting HUD's website at [http://www.hud.gov/offices/pih/programs/hcv/about/fact\\_sheet.cfm](http://www.hud.gov/offices/pih/programs/hcv/about/fact_sheet.cfm)



## **SECTION 8 LANDLORD FREQUENTLY ASKED QUESTIONS**

### **How do I know if a tenant has a valid Housing Choice Voucher?**

Ask the tenant to bring their voucher when you show the property.

### **When can the tenant move into the property?**

The landlord decides when a tenant can move into a property (GHA recommends that they not move in until after the property passes inspection). Remember, GHA will not begin making any housing assistance payments (HAP) until AFTER (1) the property passes inspection, (2) the tenant has utility services connected and provided receipts to GHA, (3) the tenant has possession of the property and (4) the HAP contract is executed. Always notify GHA when a tenant moves into the property.

### **How is the tenant's portion of the rent calculated?**

A tenant will pay approximately thirty percent of their monthly income toward rent and utilities.

### **How is the tenant's portion of the rent collected?**

The owner is responsible for the collection of the tenant's portion of the rent. If the tenant's rent is not paid, the owner must pursue legal remedies allowable under NC law.

### **How much will the Housing Authority pay for each property?**

There is no set price for a property based on bedroom size. Owners cannot charge more for a property under the Section 8 program than they would for the property on the open market. Owners should request the rent they believe the property warrants, and GHA will determine whether or not it is approvable.

GHA will determine a payment standard that is the amount generally needed to rent a moderately-priced property in the neighborhood where your property is located. The payment standard is used to calculate the amount of housing assistance a family will receive. However the payment standard does not limit and does not affect the amount of rent you may charge or the family may pay. A family which receives a housing voucher can select a property with a rent that is below or above the payment standard. The housing voucher family must pay 30% of its monthly adjusted gross income for rent and utilities, and if the rent is greater than the payment standard the family is required to pay the additional amount. By law, whenever a family moves to a new property where the rent exceeds the payment standard, the family may not pay more than 40 percent of its adjusted monthly income for rent.

### **What if the tenant's voucher is for a smaller size than the property?**

Tenants can rent a larger size property than determined by GHA. However, GHA will base the payment standard on the voucher size.

### **If my payment is abated because repairs are not completed in a timely manner, can I collect GHA's portion of the rent from the tenant?**

NO. The tenant cannot be held responsible for GHA's portion of the rent.

### **What do I do if the tenant is violating the lease?**

Owners are responsible for enforcing their own lease. In addition, if there is any correspondence to the tenant (including eviction proceedings) a copy should be provided to the Housing Authority.

### **What if the property fails inspection because of damage done by the tenant?**

Owners have the right to pursue collective action against tenants for any damages that exceed normal wear and tear. GHA encourages owners to provide the tenant with a list of charges they can expect to incur in the event they damage the property.

**Socialserve.com**  
A Non-profit Internet and Technology Service

PO Box 35305 - Charlotte, NC 28235 - Ph: (704)334-8722 - Fax (704)334-0779  
Email: [info@socialserve.com](mailto:info@socialserve.com) – [webmaster@socialserve.com](mailto:webmaster@socialserve.com)

**LANDLORD UNIT LISTING INFORMATION SHEET**

To list and maintain the status of your unit(s):

1. Sign onto the internet and to [www.socialserve.com](http://www.socialserve.com)
2. Click the Databases tab to go to the housing database.
3. To set up a free property management account click on Get a username and password.
4. Fill-in the requested information. A socialserve.com representative will contact you to finish setting up your account and assign your username and password.
5. Once you have a username and password, click the option to sign on with your username and password.

This will take you to the property management screen. From here you can add new unit, or update information on the units you have already listed with socialserve.com.

\*\*\*Reminder\*\*\* You can click the Back button (top left-hand corner of your screen) at any time to return to the previous page.

**GASTONIA HOUSING AUTHORITY  
PASSING THE SECTION 8 HQS INSPECTION  
COMMONLY FAILED ITEMS**

**Please review the Top 25 Most Commonly Failed Item List below and prepare your unit for inspection before we come out! Failure to do so could delay your payment on new units being put on the program or result in abatement of payment for existing units.**

All property must pass a Section 8 HQS inspection before the property can be placed on the Section 8 program. The property passes inspection when it is in compliance with the HUD Housing Quality Standards and the GHA Acceptability Criteria Variations. These documents are available from the Gastonia Housing Authority main office located at 340 W Long Ave or GHA's website at [www.ghanc.org](http://www.ghanc.org).

The following 25 items are the main reasons why most properties fail the inspection. Correcting these items prior to the inspection will give an estimated 95% assurance that the property will be in compliance with HQS and ACV and pass inspection.

The first 10 items are by far the most commonly failed items. The next 15 also have been found to contribute significantly to failed inspections. The items are listed in order of highest to lowest failure rate.

1. Utilities not turned on. All utilities must be on and all appliances and equipment operable. The utilities may be in the landlords name for the inspection but must be transferred to the tenant before the Housing Assistance Payment (HAP) Contract is executed
2. Missing light globes
3. Cracked/missing electrical switch plates and receptacle covers
4. Windows painted shut
5. Smoke detectors, missing batteries
6. Chipping/peeling paint on siding, window sills, trim, porches, etc.
7. Open ground receptacles
8. Foundations vents missing or foundation vent screening missing or damaged
9. Water temps too high, must be between 100 and 120 degrees Fahrenheit (at tap)
10. Refrigerator temperature too high, must be no higher than 38 degrees
11. Handrails required for four (4) or more risers
12. Holes and cracks in foundation
13. Doors: Must be weather tight with workable locks and no double cylinder deadbolts
14. Handrails/guardrails: Maximum of 4" between vertical members
15. No GFCI receptacles in kitchen and bathroom
16. No attic access, R-19 or better insulation required in the attic
17. Water Heater: Must have drain pipe to T & P relief valve, no leaks
18. Broken/cracked window panes and windows without secure workable locks
19. Bathroom must have at least one window that can be opened or a mechanical vent system
20. Storm doors: All components must be present and operable
21. Bedrooms: No blocked egress (windows, doors) – at least one window must provide unobstructed egress from the room
22. Stove: All burners and oven must be operable. All knobs must be present and marked.
23. Refrigerator: All components must be present and workable
24. Gutters and downspouts must be sound and secure and free from hazard
25. All dwellings units must display house numbers as assigned by the local jurisdiction

The above items are prioritized by the highest percentage rate of failure on first time out inspections.

**GASTONIA HOUSING AUTHORITY  
HOUSING QUALITY STANDARDS  
ACCEPTABILITY CRITERIA VARIATIONS**

**GENERAL**

- All repairs and alteration made to any dwelling or dwelling unit must be installed in the manner in which it was intended to be installed; and, all work must exhibit quality workmanship.
- All dwellings, dwelling units and rooming houses must display house numbers as assigned and required by the local jurisdiction. They must be of sufficient size and location to be readily visible from the street.
- No utility service is provided to any dwelling that is in violation of the minimum housing standards for the locality.

**PLUMBING**

- All plumbing (under house and inside walls) must be in a state of good repair and in working order.
- Water temperature of not more than 120 degrees and not less than 100 degrees
- Refrigerators temperatures must be between 34-38 degrees Fahrenheit.

**VENTILATION**

- Every habitable room shall have a window facing directly to the outdoors, (habitable room shall include: bedroom, living-room and kitchen)
- Minimum window area shall be 8% of floor area. Windows within 5 feet of a wall or partition is not considered facing directly outdoors and not counted as required window openings.
- Every habitable room must have at least one window, which can be easily opened.
- Every bathroom and water closet shall comply with light and ventilation requirements of a habitable room or be equipped with approved mechanical ventilation.

**ELECTRICAL**

- Every habitable room must contain at least two floor or wall type convenience receptacles. (If a switch controlled receptacle, it must in addition to the required number of receptacles.)
- All receptacles must be properly grounded. The following shall apply (ASSUMING FULL COMPLIANCE WITH ALL APPLICABLE CODES):
  1. Two-wire ungrounded systems with two-prong receptacles are acceptable;
  2. Two-wire ungrounded systems with three-prong receptacles are non-complying and unacceptable. Any three-prong receptacle on a two-wire ungrounded system must be properly supplied through a GFCI.
- Every bathroom must have a convenience wall type GFCI receptacle properly installed.
- In every bathroom, water-closet room, laundry room and furnace room at least one supplied ceiling or wall type electric light fixture.

- Every kitchen shall have one convenient receptacle located along a countertop or table and if within 24" of water source it must be GFCI protected.
- Every public hallway or stairway in multiple dwelling must be lighted at all times.
- One approved and listed smoke detector is required (120 V AC operated smoke detector is highly recommended):
  1. On each floor and habitable basements. Must be installed in accordance with manufacturers recommendations and listing and maintained in good working condition.
  2. In the hallway adjacent to sleeping quarters (If this is a split bedroom design one goes outside of each bedroom, if common hallway only one in the hallway will suffice.)
  3. Inside of each bedroom (may be battery operated but AC operated is highly recommended to increase effectiveness of system);
  4. On each habitable floor;
  5. If new circuit is required by the code enforcement official each detector must be hardwired with battery back up and on a looped circuit;
  6. If no new circuit required a minimum of battery powered detector to be placed in each area required above (hardwired detectors are strongly recommended).
- All fixtures, equipment, receptacles and wiring shall be maintained in a state of good repair, safe and capable of being used and installed properly.
- The minimum capacity of any service supply and the main disconnect switch shall be capable of supporting the load and in no case shall the service be less than 100 AMPS per dwelling unit.

#### **SAFE AND SANITARY MAINTENANCE**

- Exterior surfaces resistant to deterioration and shall be treated with a protective coating or covering and maintained in good repair to prevent deterioration.
- Every foundation wall, exterior wall and exterior roof shall be substantially weather tight, watertight and rodent-proof; capable of affording privacy.
- Every dwelling unit shall have a minimum of R-19 insulation in the ceiling (R-30 is strongly recommended).
- A minimum clear opening of 14" X 24" inches of access into the attic area. If any mechanical equipment is located in attic area attic access must be 22" X 36".
- Every interior floor, wall and ceiling shall be watertight, weather-tight and rodent-proof; shall be kept in sound condition and good repair, capable of supporting normal load.
- Every tub or shower shall have a wall surface constructed and maintained so as to be substantially impervious to water and shall be maintained in a clean and sanitary condition.
- All windows, exterior doors basements and hatchways must be substantially watertight, weather-tight and rodent-proof and kept in good working condition and in good repair.
- Doors shall be provided leading to all bedrooms, toilet rooms and bathrooms and all rooms adjoining a public space.

- All exterior doors must have an apparatus for opening and closing the door on both sides, a locking mechanism, and shall be kept in sound working condition and in good repair.
- Bathroom floors surface, kitchen floor surface and water closet compartment floor surface shall be constructed and maintained so as to be substantially impervious to water and so as to permit such floor to be easily kept in a clean and sanitary manner.
- Every supplied facility, piece of equipment or utility which is required must be installed and constructed that it will function safely and effectively and shall be maintained in sound working condition.
- Every interior and exterior stairway, porch and any appurtenance must be safe to use and capable of supporting the load that normal use may cause.
- Every yard shall be properly graded so as to obtain thorough drainage as to prevent the accumulation of stagnant water and to allow positive drainage around the foundation of the dwelling unit.
- Every dwelling shall have acceptable means of egress.
- Every yard and exterior property area shall be kept free of noxious weeds or plant growth. (Grass must be maintained under 12 inches)
- 
- All construction debris must be placed in container and removed prior to final approval of the dwelling unit.

#### **INSECTS, RODENTS AND INFESTATION**

- Screens shall be installed on all windows and openable areas that which open to the outdoors, with the exception of dwellings that have an operating central air conditioning system.
- All screens must be framed and installed properly. (Cannot be stapled or permanently affixed to the sash, exterior siding etc.)
- Every basement or cellar window used or intended to be used for ventilation or any other opening to the basement shall be supplied with screens or other approved devices to prevent rodents from entering.
- To prevent rodent infestation the property owner is require to exterminate prior to a new occupant occupying the home. If infestation occurs after this extermination it is the responsibility of the tenant to provide extermination.(except in cases where two or more dwelling units are attached and it remains the responsibility of the owner)
- Every dwelling unit shall be supplied with adequate rubbish storage facilities.
- Every dwelling unit shall have adequate garbage disposal facilities or storage containers have a capacity of not more than 30 gallons per each container.

#### **STRUCTURAL**

- Wall partitions or supporting members, sills, joist, rafters or other structural members shall not lean, list or buckle, and shall not be rotted, deteriorated or damaged and shall not have holes or cracks which might admit rodents.

- Floors or roofs shall have adequate supporting members and strength to be reasonable safe for the purpose used.
- Roof coverings shall be maintained in good sound condition.
- No more than two (2) roof coverings, if more than two at current time of inspection the roof covering will not have to be removed unless it is deteriorated, then it must be stripped down to sheathing.
- Foundations, foundation walls (load bearing or non-load bearing), piers or other foundation supports shall not be deteriorated or damaged.
- Foundation and crawl space must be free of trash and debris.
- The roof, flashing, exterior walls, basement walls, floors and all doors and windows exposed to the weather shall be constructed and maintained so as to be weather-tight, watertight and rodent proof.
- There shall be no chimneys or parts thereof which are defective, deteriorated or in danger of falling, or in such condition or location as to constitute a fire hazard.
- There shall be no use of ground for floors or wood floors on ground.
- All fuel storage tanks if used for heating purposes must be maintained in a safe condition and shall not be rusted, deteriorated or in danger of falling over. If the tank is not used for heating purposes it must be removed from the premises.
- Steps, stairs, landings, porches, or other parts and appurtenances shall be maintained in a condition that will not fail or collapse, or pose a danger to the occupants or the public. These appurtenances must be constructed of treated lumber with galvanized fasteners.
- Handrails and guardrails must be installed in a secure, approved and acceptable manner. Handrails must be 30 to 34 inches high. Guardrails must be 36 inches high.
- Interior floor, walls and ceiling must be kept in sound condition and good repair, shall be safe to support the load that is required and shall be finished with suitable material which by use of reasonable household methods promote cleanliness and sanitation and shall be maintained in such a manner to enable the occupants to maintain privacy between various spaces.

## **CLEANLINESS**

- Every owner of a multiple dwelling unit or complex shall be responsible for maintaining in a clean and sanitary condition the shared or public area of the premises.
- Every occupant of a dwelling unit shall be responsible for cleanliness of the occupied areas and facilities in which they occupy. (includes: floors, walls, ceilings, windows, plumbing fixtures, cook stove, refrigerator, cabinets and other furnishing)
- No occupant shall obstruct in any manner any means of egress/ingress to or from any portion of the premises.

The Gastonia Housing Authority inspector will report any suspected code violations to the appropriate Authority Having Jurisdiction, i.e., City of Gastonia Code Enforcement Division.

## Minimum Standards & Regulations for Existing Houses

### Footnotes:

- (1) The GHA Section 8 Inspector is not trained in compliance with the NC State Building Code, Volume VII, CABO One & Two Family Dwellings Code and all other applicable codes. The Inspector will only make note of visual observations that, in his/her opinion, may constitute a discrepancy and refer such observations to the City of Gastonia Code Enforcement Division.
- (2) The GHA Section 8 Inspector is not trained in compliance with the NC Residential Building Code. The Inspector will only make note of visual observations that, in his/her opinion, may constitute a discrepancy and refer such observations to the City of Gastonia Code Enforcement Division.
- (3) The GHA Section 8 Inspector is not trained in compliance with the NC Residential Building Code and National Electric Code. The Inspector will only make note of visual observations that, in his/her opinion, may constitute a discrepancy and refer such observations to the City of Gastonia Code Enforcement Division.
- (4) The GHA Section 8 Inspector is not trained in compliance with the NC Residential Building Code. The Inspector will only make note of visual observations that, in his/her opinion, may constitute a discrepancy and refer such observations to the City of Gastonia Code Enforcement Division.
- (5) The GHA Section 8 Inspector is not trained in compliance with the National Electric Code. The Inspector will only test the receptacle with commonly used testing equipment for proper operation. Failure of this test will require that repairs be made.

He/she will not determine that the receptacle has been wired in accordance with the National Electric Code. The Inspector will make note of visual or test observations that, in his/her opinion, may constitute a wiring discrepancy and refer such observations to the City of Gastonia Code Enforcement Division.

- (6) The GHA Section 8 Inspector will limit his/her inspection to the following: the smoke detectors are in good working order; the smoke detectors are provided in the areas required by these Minimum Standards & Regulations for Existing Homes and the smoke detectors are mounted on the wall an acceptable distance from the ceiling as required by NFPA 73.

He/she will not determine that the smoke detector has been wired in accordance with the National Electric Code. The Inspector will make note of visual or test observations that, in his/her opinion, may constitute a wiring discrepancy and refer such observations to the City of Gastonia Code Enforcement Division.

- (7) The GHA Section 8 Inspector will only determine that all fixtures, equipment, receptacles and wiring are in a state of good repair, are safe and capable of being used.

The GHA Section 8 Inspector is not trained in compliance with the National Electric Code. The Inspector will only make note of visual observations that, in his/her opinion, may constitute an installation discrepancy and refer such observations to the City of Gastonia Code Enforcement Division.

- (8) The GHA Section 8 Inspector is not trained in compliance with the NC Residential Building Code. The Inspector will only make note of visual observations that, in his/her opinion, may constitute a discrepancy and refer such observations to the City of Gastonia Code Enforcement Division.
- (9) Where heating apparatus has been installed or re-installed between just prior to the lease of the current prospective tenant, the landlord must provide the Section 8 Inspector with a copy of the licensed mechanical contractor's inspection and results.



- (10) The GHA Section 8 Inspector is not trained in compliance with the NC Residential Building Code, NC Mechanical Code or NEC. The Inspector will inspect appliances for general operation only.

The Inspector will only make note of visual observations that, in his/her opinion, may constitute a discrepancy and refer such observations to the City of Gastonia Code Enforcement Division.

- (11) The GHA Section 8 Inspector will only make a visual inspection of the fireplace from the general area in which it is located. The Inspector will not make an attempt to determine the condition of any component that cannot be viewed from the general living area. Therefore, the Inspector will not be responsible for inspecting from the attic, crawlspace, etc.

The Inspector may determine from a visual inspection that hidden discrepancies are present. In this case, he/she will refer such observations to the City of Gastonia Code Enforcement Division.

- (12) The GHA Section 8 Inspector will not determine compliance with this requirement.

- (13) The GHA Section 8 Inspector will only determine that one path of egress is available.

The GHA Section 8 Inspector is not trained in compliance with the NC Residential Building Code. The Inspector will determine that handrails and guardrails are present; are sufficiently attached the structure and/or stairs; and is installed to the proper height. The Inspector only make note of visual observations that, in his/her opinion, may constitute non-compliance with the NC Residential Building Code and refer such observations to the City of Gastonia Code Enforcement Division.

## **HQS – DETERIORATED LEAD-BASED PAINT**

If your property was built prior to 1978 and has deteriorated paint greater than de minimus levels defined as LESS THAN:

1. Total of 20 square feet on the exterior surfaces (cumulative)
2. Total of 2 square feet on interior surfaces (cumulative)
3. 10 percent or more of a small component-window sills, door frames, etc.

**UNLESS THE PROPERTY HAS BEEN INSPECTED AND HAS WRITTEN**

**DOCUMENTATION CERTIFYING THE PROPERTY HAS BEEN INSPECTED**

**AND FOUND TO BE LEAD FREE BY A NORTH CAROLINA CERTIFIED**

**LEAD-BASED PAINT INSPECTOR OR RISK ASSESSOR THEN:**

**All work with lead-based paint above de minimus levels,** whether interim controls or abatement, requires:

1. Occupant Protection
2. Lead-safe work practices
3. Clearance

The Gastonia Housing Authority inspector will report any suspected code violations to the appropriate authority having jurisdiction, i.e., City of Gastonia Code Enforcement Division.

**LEAD-BASED PAINT  
EXAMPLES OF HQS INSPECTION REPORTING BY  
GASTONIA HOUSING AUTHORITY  
AND  
COMPLIANCE BY OWNER  
GENERAL LEAD-BASED PAINT INSPECTION CRITERIA**

The Gastonia Housing Authority will continue to inspect housing units at initial occupancy and reexamination as in the past. The only difference will be in the identification and requirements for lead-based paint hazard reduction, clearance testing and notification that will take effect August 10, 2001.

Three conditions may exist where you must take action:

1. Chipped, peeling or cracked surfaces below de minimus levels  
You must stabilize painted surfaces before approval of tenancy (unoccupied) or within 30-days of notification (occupied). Stabilization involves removal of loose paint; repair of substrate; and an application of new coat of paint. Safe work practices are not required. Ongoing maintenance is required. Option – test paint.
2. Chipped, peeling or cracked surfaces above de minimus levels  
You must stabilize painted surfaces 1 before approval of tenancy (unoccupied) or within 30-days of notification (occupied). Stabilization, using safe work practices, involves removal of loose paint; repair of substrate; and an application of new coat of paint. Workers who, at a minimum, have OSHA Lead Hazard Communication Training must perform the work. A certified "Lead-Based Paint Abatement Supervisor" must supervise the work. You must perform a clearance test and notify the resident of clearance test results. Ongoing maintenance required. Option – test paint.
3. Child under the age of six with Environmental Intervention Blood Lead Level (EIBLL)  
Gastonia Housing Authority must conduct a risk assessment within 15 days of notification and notify you of the results. You must perform paint stabilization 1 (interim controls or abatement) using safe work practices within 30 days of receiving the risk assessment report. This involves removal of loose paint; repair of the substrate; and an application of a new coat of paint. Workers who, at a minimum, have OSHA Lead Hazard Communication Training must perform the work. A certified "Lead-Based Paint Abatement Supervisor" must supervise the work. You must obtain a clearance examination and notify residents of the hazard reduction activities and clearance examination results. You must take the above action even if the child moves from your housing unit. Ongoing maintenance required. Option – test paint.

**The following pages provide examples of how lead based paint failed items will be notated on the form HUD-52580, Inspection Checklist, Section 8 Tenant-Based Assistance, Rental Certificate Program, Rental Voucher Program.**

### **EXAMPLE 1 - ITEMS 1 AND 2**

#### **Item 1 - Chipped, peeling or cracked surfaces below de minimus levels**

On Page 1 of 6, Item No. 1.9, there is a notation for "PNT PEEL – WINDOW SILL (<10%); PNT PEEL-WALLS (< 2 SF)

This means that lead-based paint was found on less than 10% of the living room window sill and less than 2 SF on the walls.

In this case, because both surfaces contain less than the de minimus amount of lead-based paint, you would follow the "CHECKLIST FOR LEAD HAZARD REDUCTION ACTIVITIES CHIPPED, PEELING OR CRACKED SURFACES BELOW DE MINIMUS LEVELS" to ensure compliance with the lead-based paint regulation. (Please note that this is the same procedure that has been used prior to August 10, 2001).

If deteriorated lead-based paint greater than 10% had been found on living room window sill or greater than 2 SF had been found on the interior walls, the "CHECKLIST FOR LEAD HAZARD REDUCTION ACTIVITIES CHIPPED, PEELING OR CRACKED SURFACES ABOVE DE MINIMUS LEVELS" would be used. (Please note that this is a more stringent procedure than in effect prior to August 10, 2001).

#### **Item 2 - Chipped, peeling or cracked surfaces above de minimus levels**

On Page 4 of 6, Item No. 6.6, there is a notation for "PNT PEEL – WINDOW TRIM (>10%); PNT PEEL- EXT WALLS (> 20 SF)"

In this case, lead-based paint was found on more than 10% of the exterior window trim and more than 20 SF on the exterior walls.

Either one of these findings would require you to follow the "CHECKLIST FOR LEAD HAZARD REDUCTION ACTIVITIES CHIPPED, PEELING OR CRACKED SURFACES ABOVE DE MINIMUS LEVELS" to ensure compliance with the lead-based paint regulation. (Please note that this is a more stringent procedure than in effect prior to August 10, 2001).

### **EXAMPLE 2 – CHILD UNDER THE AGE OF 6 WITH ELEVATED INTERVENTION BLOOD LEAD LEVEL AND LEAD-BASED PAINT ABOVE THE DE MINIMUS LEVEL**

On Page 4 of 6, Item No. 6.6, there is a notation for "1 CHILD UNDER AGE 6 HAS EIBLL; PNT PEEL – WINDOW TRIM (>10%); PNT PEEL-EXT. SURFC. (>20 SF)

In this case, the Gastonia Housing Authority has been notified by an agency (most likely the Gaston County Health Department) that a child has been identified with an Elevated Intervention Blood Lead Level (EIBLL). In response, the Gastonia Housing Authority has conducted an inspection and found lead-based paint on more than 10% of the exterior window trim and more than 20 SF on the exterior walls (above the de minimus level. When these two conditions are found to exist (child with EIBLL and lead-based paint above the de minimus level), the Gastonia Housing Authority will cause a formal Risk Assessment to be performed (at our expense) to determine the condition of the lead-based paint and the course of action required by the owner of the property. We must do this within 15 days of being notified that a child with an EIBLL is living in the housing unit. You, as the owner of the housing unit, must perform the hazard reduction actions outlined in the Risk Assessment with 30 days of receiving the Risk Assessment report. After receipt of the Risk Assessment, you will follow the "CHECKLIST FOR LEAD HAZARD REDUCTION ACTIVITIES CHIPPED, PEELING OR CRACKED SURFACES ABOVE DE MINIMUS LEVELS" to ensure compliance with the lead-based paint regulation. (Please note that this is a more stringent procedure than in effect prior to August 10, 2001).

[Code of Federal Regulations]  
[Title 24, Volume 4]  
[Revised as of April 1, 2003]  
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[CITE: 24CFR982.401]

[Page 591-594]

TITLE 24--HOUSING AND URBAN DEVELOPMENT

CHAPTER IX--OFFICE OF ASSISTANT SECRETARY FOR PUBLIC AND INDIAN HOUSING,  
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

PART 982--SECTION 8 TENANT BASED ASSISTANCE: HOUSING CHOICE VOUCHER PROGRAM--Table of  
Contents

Subpart I--Dwelling Unit: Housing Quality Standards, Subsidy Standards,  
Inspection and Maintenance

Sec. 982.401 Housing quality standards (HQS).

Source: 60 FR 34695, July 3, 1995, unless otherwise noted.

(a) Performance and acceptability requirements. (1) This section states the housing quality standards (HQS) for housing assisted in the programs.

(2)(i) The HQS consist of:

(A) Performance requirements; and

(B) Acceptability criteria or HUD approved variations in the acceptability criteria.

(ii) This section states performance and acceptability criteria for these key aspects of housing quality:

(A) Sanitary facilities;

(B) Food preparation and refuse disposal;

(C) Space and security;

(D) Thermal environment;

(E) Illumination and electricity;

(F) Structure and materials;

(G) Interior air quality;

(H) Water supply;

(I) Lead-based paint;

(J) Access;

(K) Site and neighborhood;

(L) Sanitary condition; and

(M) Smoke detectors.

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

(4)(i) In addition to meeting HQS performance requirements, the housing must meet the acceptability criteria stated in this section, unless variations are approved by HUD.

(ii) HUD may approve acceptability criteria variations for the following purposes:

(A) Variations which apply standards in local housing codes or other codes adopted by the PHA; or

(B) Variations because of local climatic or geographic conditions.

(iii) Acceptability criteria variations may only be approved by HUD pursuant to paragraph (a)(4)(ii) of this section if such variations either:

(A) Meet or exceed the performance requirements; or

(B) Significantly expand affordable housing opportunities for families assisted under the program.

(iv) HUD will not approve any acceptability criteria variation if HUD believes that such variation is likely to adversely affect the health or safety of participant families, or severely restrict housing choice.

(b) Sanitary facilities--(1) Performance requirements. The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition, and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.

(2) Acceptability criteria. (i) The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.

(ii) The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.

(iii) The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water.

(iv) The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).

(c) Food preparation and refuse disposal--(1) Performance requirement. (i) The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.

(ii) There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).

(2) Acceptability criteria. (i) The dwelling unit must have an oven, and a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. The equipment may be supplied by either the owner or the family. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.

(ii) 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 approvable public or private system.

(iii) The dwelling unit must have space for the storage, preparation, and serving of food.

(iv) There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

(d) Space and security--(1) Performance requirement. The dwelling unit must provide adequate space and security for the family.

(2) Acceptability criteria. (i) At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.

(ii) The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.

(iii) Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.

(iv) The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

(e) Thermal environment--(1) Performance requirement. The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body.

(2) Acceptability criteria. (i) There must be a safe system for heating the dwelling unit (and a safe cooling system, where present). The system must be in proper operating condition. The system must be able to provide adequate heat (and cooling, if applicable), either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the climate.

(ii) The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable.

(f) Illumination and electricity--(1) Performance requirement. 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. The electrical fixtures and wiring must ensure safety from fire.

(2) Acceptability criteria. (i) There must be at least one window in the living room and in each sleeping room.

(ii) The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.

(iii) The living room and each bedroom 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.

(g) Structure and materials--(1) Performance requirement. The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment.

(2) Acceptability criteria. (i) Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.

(ii) The roof must be structurally sound and weather-tight.

(iii) The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.

(iv) The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable.

(v) Elevators must be working and safe.

(h) Interior air quality--(1) Performance requirement. The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants.

(2) Acceptability criteria. (i) The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.

(ii) There must be adequate air circulation in the dwelling unit.

(iii) Bathroom areas must have one openable window or other adequate exhaust ventilation.

(iv) Any room used for sleeping must have at least one window. If the window is designed to be openable, the window must work.

(i) Water supply--(1) Performance requirement. The water supply must be free from contamination.

(2) Acceptability criteria. The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.

(j) Lead-based paint performance requirement. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, M, and R of this

title apply to units assisted under this part. (k) Access performance requirement. The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

(l) Site and Neighborhood--(1) Performance requirement. The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants.

(2) Acceptability criteria. The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

(m) Sanitary condition--(1) Performance requirement. The dwelling unit and its equipment must be in sanitary condition.

(2) Acceptability criteria. The dwelling unit and its equipment must be free of vermin and rodent infestation.

(n) Smoke detectors performance requirement--(1) Except as provided in paragraph (n)(2) of this section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). 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).

(2) For units assisted prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors prior to April 24, 1993 in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992, (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e., the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit).

[60 FR 34695, July 3, 1995, as amended at 61 FR 27163, May 30, 1996; 63 FR 23861, Apr. 30, 1998; 64 FR 26646, May 14, 1999; 64 FR 49658, Sept. 14, 1999; 64 FR 50230, Sept. 15, 1999]

### Carbon Monoxide Detectors

As of January 1, 2010, the state of North Carolina began requiring landlords to provide carbon monoxide detectors in rental units. Effective immediately, and in accordance with state law, GHA will be including the presence of carbon monoxide detectors in our inspections.

All dwelling units having a fossil-fuel burning heater or appliance or an attached garage are subject to this requirement.

Landlords must provide a minimum of one operable carbon monoxide detector per rental unit per level, either battery operated or electrical.

The carbon monoxide detectors must be installed in accordance with the minimum protection designated in the manufacturer's instructions. A copy of the manufacturer's instructions must be retained at all times.

A carbon monoxide detector may be combined with a smoke detector if the combined detector does both of the following: (i) complies with the ANSI/UL2034 or ANSI/UL2075 for carbon monoxide alarms and ANSI/UL217 for smoke detectors; and (ii) emits an alarm in a manner that clearly differentiates between detecting the presence of carbon monoxide and the presence of smoke.

In addition to the required installation as indicated above, it is recommended that carbon monoxide detectors be installed outside of each sleeping area in the immediate vicinity of the bedrooms.



## Annual / Special Inspection Process Guidance for Landlords

**What happens if my unit fails the 1<sup>st</sup> inspection?** The unit will automatically be scheduled for reinspection approximately 30 days from the original inspection date.

**What happens if GHA comes back to do the 2<sup>nd</sup> inspection and my unit still fails?** Abatement will begin immediately, HAP will be reduced by \$100 for that month, and the tenant will be offered a voucher to move.

**Once my unit goes into abatement, how do I get my HAP started back?** Make all the indicated repairs and send GHA written confirmation that you are ready for reinspection. GHA will schedule a final inspection. If the unit passes, payment will be reinstated as of the date written confirmation is received.

**What happens if I don't make the repairs or if I fail to submit written confirmation that the repairs have been made within the 60 days allowed?** No further inspection attempts will be made, HAP will continue to be abated, and the HAP contract will automatically terminate 60 days from the date the unit initially went into abatement.

**What if my unit fails the final reinspection?** No further inspection attempts will be made, HAP will continue to be abated, and the HAP contract will automatically terminate 60 days from the date the unit initially went into abatement.

**Why is my tenant being issued a voucher before the unit is removed from the program?** To allow the tenant time to look for other suitable housing in case the unit is not brought back into compliance.

**What happens if my HAP contract is terminated, but the tenant is still living in my unit?** Once the HAP contract terminates, the tenant is responsible for the full amount of the contract rent. If they fail to pay their rent you are free to pursue legal eviction action.

**What if the tenant does not want to move and I want to keep them?** As long as the unit passes inspection within 60 days from the date it went into abatement, the tenant can choose to remain in the unit. After the unit has been in abatement for 60 days (and the HAP contract has terminated automatically), the only way the tenant can remain in the unit is to submit a new RFTA and have the inspection process start over as if it were a new move-in. No HAP will be paid during this time.

**What happens if the Landlord (or other representative) fails to attend an inspection appointment?** All "No Shows" are treated the same as a failed inspection.

**What happens if the tenant does not attend an inspection appointment?** Unless the tenant has a signed Consent to Inspect and Indemnification Agreement (CIA) on file, the tenant or another adult family member must be present at the inspection appointment. If they do not have a CIA on file and they fail to attend an inspection appointment, their housing assistance will be terminated. We strongly encourage landlords to require the CIA forms be signed by all tenants.

**Who is responsible for making the repairs listed on the deficiency report as "Tenant Responsibility"?** The tenant's are responsible for making these repairs. If they fail to do so, their housing assistance will be terminated. Many landlords choose to make the "Tenant Responsibility" repairs themselves and charge the tenant for the work. This ensures that the repairs get done and that quality workmanship is used.