

Proposed Revisions to
HOC's Administrative Plan for the Housing Choice Voucher Program

Please note: Existing language is in **BLACK** and proposed changes are in **RED**.

Chapter 2

ELIGIBILITY FOR ADMISSION

[24 CFR Part 5, Subparts B, D & E; Part 982, Subpart E]

Live-in Aides

A Family may include a live-in aide provided that such live-in aide:

Is determined by HOC to be essential to the care and well-being, ~~on a twenty-four (24) hour basis,~~ of an elderly person, a near-elderly person, or a person with disabilities;

Is not obligated for the support of the person(s) whom they assist; ~~and~~

Would not be living in the unit except to provide care for the person(s) whom they assist; ~~and-~~

Meets the relevant occupancy requirements of the housing program (see Chapter 5 of this Administrative Plan for the Occupancy Requirements of the Housing Choice Voucher program).

A live-in aide is treated differently than family members, as follows:

Income of the live-in aide is not counted for purposes of determining eligibility or level of benefits;

Live-in aides are not subject to the Non-Citizen Rule requirements; and

Live-in aides are not eligible for consideration as a remaining member of the tenant family.

Relatives are not automatically excluded from serving as live-in aides, but they must meet all of the criteria of the live-in aide definition described above.

A live-in aide may only reside in a unit with a reasonable accommodation approval from HOC. Written verification is required from a reliable, knowledgeable health provider, such as a medical doctor, social worker, therapist, or caseworker. The health verification provider must certify that a live-in aide is needed for the care of the family member who is elderly (62+), near-elderly (50-61), and/or disabled. The health provider must also list the number of hours for which the

elderly, near-elderly, and/or disabled household member requires assistance from the aide each day.

HOC periodically requires families with live-in aides to submit documentation to support the continued need for their live-in attendant.

At any time, HOC can refuse to approve a particular person as a live-in aide or may withdraw such approval, in accordance with 24 CFR 982.316, if:

The aide commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program;

The person commits drug-related criminal activity or violent criminal activity; and/or

The person currently owes rent or other amounts to HOC or to another PHA in connection with Section 8 or public housing assistance under the 1937 Act.

If a specific live-in aide is disqualified, they must move out of the unit. Importantly, disqualification of a specific live-in aide does not remove the original live-in aide approval from HOC. Rather, the household member for whom the aide assistance is required needs only to submit the name and information of a new person to take over the role of live-in aide. A new reasonable accommodation request is not needed for this purpose.

Chapter 10

HOUSING QUALITY STANDARDS AND INSPECTIONS

[24 CFR 982.401]

INTRODUCTION

Housing Quality Standards (HQS) are the U.S. Department of Housing and Urban Development's (HUD) minimum quality standards for tenant-based programs. All voucher units are required to meet 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 to the unit. Newly leased units must pass the HQS inspection before the beginning date of the assisted lease and Housing Assistance Payment (HAP) contract.

~~The PHA will~~HOC inspects each unit under contract with one of its voucher families at least annually. ~~The PHA will~~HOC also has ~~ve~~ an inspection supervisor perform quality control inspections on the number of files required for file sampling ~~by~~for the Section Eight Management Assessment Program (SEMAP) annually to maintain ~~the PHA~~HOC's required standards and to assure consistency in ~~the PHA~~HOC's program. A separate sample, also meeting SEMAP thresholds, of any owner-certified repairs following a failed inspection ~~will be~~is subject to quality control review by an HOC inspections supervisor. This Chapter describes ~~the PHA~~HOC's procedures for performing HQS and other types of inspections, and ~~PHA~~HOC's standards for the timeliness of deficiency repairs following a failed inspection. ~~It~~This Chapter also explains the responsibilities of the owner and the family in the inspections process, and the consequences of non-compliance with HQS requirements for both families and owners. The use of the term "HQS" in this Administrative Plan refers to the combination of both HUD and ~~PHA~~HOC's requirements. ~~Please s~~See the additions to HQS listed under "Acceptability Criteria and Exceptions to HQS" later in this chapter for more information about HOC's additions to HUD's HQS criteria.

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

~~Efforts will be made~~At all times, ~~to~~HOC encourages owners to provide housing above HQS minimum standards. ~~The PHA will~~HOC does not promote any additional acceptability criteria which is likely to adversely affect the health or safety of participant families, or severely restrict housing choice.

All utilities must be active and in service prior to the HOC's inspection of the unit. If the utilities are not in service at the time of inspection, the inspector ~~will~~ notifies the tenant or owner (whomever is responsible for the utilities according to the Request for Tenancy Approval of Tenancy [RFTAT]) and requests that to have the utilities are turned on. The inspector ~~will~~ then schedules a re-inspection.

~~If the tenant is responsible for supplying the stove and/or the refrigerator, the PHA will~~HOC allows placement of the stove and refrigerator to be placed in the unit after the unit has passed all of the

~~other HQS. The family must then certify that the appliances are in the unit and working, following their move-in and connections. The PHA will~~HOC conducts a re-inspection.

There are five types of inspections ~~the PHA will~~which HOC performs:

1. Initial/Move-in: Conducted upon receipt of ~~Request for Approval of Tenancy~~RFTAAT;
2. Annual: ~~Must be e~~Conducted within ~~twelve~~12 months of the last annual inspection;
- ~~3. Move-Out/Vacate (for pre 10/2/95 contracts where there could be damage claims): An inspection requested by the landlord to demonstrate tenant caused damages;~~
- ~~4.3.~~Special/Complaint: At the request of an owner, family, ~~or an agency,~~ or third-party; and.
4. Quality Control: Conducted by HOC's inspection lead or supervisor; and-
5. Move-Out/Vacate: An inspection requested by the landlord to demonstrate tenant-caused damages.

B. INITIAL HQS INSPECTION [24 CFR 982.401(a)]

Timely Initial HQS Inspection

~~The PHA will~~HOC inspects the unit, determines whether the unit satisfies ~~the~~ HQS and notifies the family and owner of the determination in writing within 15 days unless ~~the PHA~~HOC determines that it is unable to do so in the stated timeframe; ~~in which case the file will be~~is appropriately documented to explain the delayed notification.

~~The PHA will~~HOC makes every reasonable effort to conduct initial HQS inspections for the family and owner in a manner that is time efficient and indicative of good customer service.

~~The PHA will~~HOC periodically reviews the average time required for a family and owner to have a unit inspected from the time the ~~RFTAAT~~ is submitted by the family and owner to ~~the PHA~~HOC.

If ~~the PHA~~HOC determines after a periodic review of files that the average time for a family and owner to obtain an initial inspection is longer than 15 days, ~~the PHA~~HOC will review staffing needs relevant to HQS inspection and make improvements.

The Initial Inspection ~~will be~~is conducted to:

Determine if the unit and property meet the HQS defined in this Administrative Plan.

Document the current condition of the unit as to assist in future evaluations whether the condition of the unit exceeds normal wear and tear.

Document the information ~~to be~~ used for determination of rent-reasonableness.

If the unit fails the initial HQS inspection, the owner ~~will be~~ advised to notify ~~the PHA/HOC~~ once repairs are completed.

On an initial inspection, the owner ~~will be~~ given up to 30 days to correct the items noted as ~~Fail/failed~~, at the ~~i~~nspector's discretion, depending on the amount and complexity of work to be done.

The owner ~~will be~~ allowed up to one re-inspection for repair work to be completed. At its discretion, HOC may accept owner certification that the repairs were completed as detailed in the initial inspection.

If the time period given by the ~~i~~nspector to correct the repairs ~~has elapsed~~, or the maximum number of failed re-inspections ~~has occurred~~, then the family must select another unit.

Families ~~will be~~ not ~~be~~ adversely impacted by the failure of ~~the a~~ unit to pass the initial HQS inspection. Instead, HOC extends the remaining time on the voucher ~~will be~~ suspended ing the voucher timeline from the date of ~~the PHA/HOC~~'s receipt of the RFTA until notification to select another unit. This is known as tolling time.

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

~~The PHA/HOC~~ conducts an unit inspection in accordance with HQS at least annually. These annual inspections are scheduled for 60 days prior to the anniversary of the last annual inspection, so that the inspections are conducted at least annually, as required by the Section Eight Management Assessment Program (SEMAP). Special inspections may be scheduled between anniversary dates.

Landlords must correct any HQS deficiencies that cause a unit to fail ~~must be corrected by the landlord~~ unless it is a fail for which the tenant is responsible.

The family must allow ~~the PHA/HOC~~ to inspect the unit at reasonable times with reasonable notice. [24 CFR 982.51 (d)]

Inspections ~~will be~~ conducted on business days only.

Reasonable hours to conduct an inspection are between ~~8:30-9:00~~ a.m. and 4:00 p.m.

~~The PHA will~~ HOC notifies the family in writing at least ~~three~~3 days prior to the inspection.

First Inspection: The family and the owner are notified of the date and time of the inspection appointment in writing using by-postal or electronic mail. The family is required to provide access to the unit for any inspection. If the family is unable-wants to participate and is unable to ~~be present~~ otherwise arrange access, they must reschedule the appointment. Rescheduling must occur within 72 hours of the initial scheduled inspection date. HOC permits only one such rescheduling per year.

If the family fails to provide access to the unit, ~~the PHA will~~HOC considers the family to have violated a Family Obligation and their assistance may be terminated in accordance with the termination procedures in this Administrative Plan. ~~The PHA~~HOC will reschedule up to one HQS inspection, due to a missed appointment, as long as the inspection ~~will be~~is completed within scheduling requirements.

Re-inspection: The family and owner are provided a notice of any re-inspection appointment by postal or electronic mail. HOC may accept owner certification that the repairs were completed as detailed in the initial inspection. If the family is not at home for the re-inspection appointment, a card ~~will be~~is left at the unit. The appointment letter contains a warning of abatement and a notice of the owner's responsibility. After this point, responsibility to open the unit for the inspector falls on the unit owner or landlord.

The family is also notified that it is a Family Obligation to allow ~~the PHA~~HOC to inspect the unit. If the family ~~was~~is responsible for a breach of HQS identified in the "Denial or Termination of Assistance" chapter of this Administrative Plan, they will be advised of their responsibility to correct.

Time Standards for Repairs

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

For non-emergency items, repairs ~~must be made~~are required within 30 days.

Failure by either the family or the owner to provide access to the unit for re-inspection ~~will~~does not extend the 30-day time frame to complete repairs, and HOC will abate the unit.

For major repairs, ~~the Lead Inspector~~HOC may approve a written request from the owner for an extension beyond 30 days.

Rent Increases: ~~HOC may not approve r~~Rent to owner increases ~~may not be approved~~ if the unit is in a failed condition.

D. — MOVE OUT/ VACATE

~~A move out inspection will be performed only at the landlord's request if claim is to be submitted for contracts effective before 10/2/95. We need to include a fee~~

DE. SPECIAL/COMPLAINT INSPECTIONS [24 CFR 982.405(c)]

If at any time the family or owner notifies ~~the PHA~~HOC that the unit does not meet ~~Housing Quality Standards~~HQS, ~~the PHA~~HOC will conduct an inspection to verify the condition of the unit.

~~The PHA~~HOC may also conduct a special inspection based on information from third parties such as neighbors or public officials.

~~The PHA~~HOC will inspect only the items which were reported, but if the Inspector notices additional deficiencies that would cause the unit to fail HQS, the responsible party will be required to make the necessary repairs following the special inspection.

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 may be categorized, as the annual inspection and all annual procedures will be followed at that time.

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

Quality Control inspections ~~will be~~ performed by the Housing Inspections Supervisor, or another designated official, on the number of files required by SEMAP for the given fiscal year. The purpose of Quality Control inspections is to ~~ascertain~~ confirm that each inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in application of the HQS.

The sampling of files for the Quality Control inspections ~~will include~~ recently completed inspections (within the prior 90 days), a cross-section of neighborhoods, and a cross-section of inspectors.

F. MOVE OUT/ VACATE

A move out inspection is performed only at the landlord's request. HOC may charge the landlord a fee in order to conduct these inspections.

G. ACCEPTABILITY CRITERIA AND EXCEPTIONS TO HQS [24 CFR 982.401 (a)]

~~The PHA~~HOC strictly adheres to the acceptability criteria in the Housing Choice Voucher program regulations at 24 CFR, Section 982. ~~The PHA~~However, HOC amends the acceptability criteria to require that an owner participating in the HOC's voucher program comply with the local government rental licensing requirements in Montgomery County, Maryland. ~~The PHA~~~~will~~HOC allows an ~~owners~~ adequate time to obtain the required license(s). However, HOC will not enter into a HAP contract with an unlicensed owner. ~~the PHA~~HOC may hold HAP from ~~the~~ an owner under contract when ~~the PHA~~HOC is notified by ~~local government~~ Montgomery County that the owner ~~has~~ failed to obtain-maintain the appropriate rental license(s).

Modifications

Modifications or adaptations to a unit due to a disability must meet all applicable HQS and building codes.

Extension for repair items not required by HQS will may be granted for modifications/ adaptations to the unit if agreed to by the tenant and the landlord. ~~PHA~~HOC will allow execution of the HAP

contract if the unit meets all requirements and the modifications do not affect the livability of the unit.

H. EMERGENCY REPAIR ITEMS [24 CFR 982.401(a)]

The following items are considered of an emergency nature and ~~must be require corrected repair~~ by the owner or tenant (whoever is responsible) within 24 hours of notice by the ~~i~~Inspector:

- Lack of security for the unit;
- Waterlogged ceiling in imminent danger of falling;
- Major plumbing leaks or flooding;
- Natural gas leaks or fumes;
- Electrical problems which could result in shock or fire;
- No heat when the outside temperature is below 10 degrees Fahrenheit and the temperature inside the unit is below 68 degrees Fahrenheit;
- Utilities not in service;
- No running hot water;
- Broken glass where someone could be injured;
- Obstacle which prevents tenant's entrance or exit;
- Lack of functioning toilet; and
- Non-working smoke detector or missing smoke detector, as required.

~~The PHA/HOC~~ may give a short extension (not more than 48 additional hours) ~~whenever if~~ immediate notification of the responsible party ~~cannot be notified is delayed~~ or if it is impossible to ~~affect~~ make the repair within the 24-hour period.

In those cases where there is leaking gas, ~~or~~ ~~potential of for~~ fire, or other threat to public safety, and the responsible party cannot be notified immediately or it is impossible to make the repair within 24 hours, HOC will notify the proper authorities ~~will be notified by the PHA~~.

If the emergency repair item(s) are not corrected in the time period required by ~~the PHA/HOC~~, and the owner is responsible, ~~the housing assistance payments to the owner are~~ will be abated and the HAP contract ~~will be is~~ terminated.

If the emergency repair item(s) are not corrected in the time period required by ~~the PHA/HOC~~, and it is an HQS breach that is a family obligation, ~~the PHA will HOC~~ terminate^s the assistance to the family.

Smoke Detectors

Inoperable smoke detectors are a serious health and safety threat and ~~will be~~ treated by ~~the PHA/HOC~~ as an emergency (24-hour) fail item.

~~The PHA/HOC~~ will issue a written warning to any family determined to have purposely disconnected ~~at the~~ unit's smoke detector. ~~The w~~Warning will state that deliberate disconnection of the unit's smoke detector is a health and fire hazard and is considered a violation of ~~the~~ HQS.

I. CONSEQUENCES IF OWNER IS RESPONSIBLE (NON-EMERGENCY ITEMS) [24 CFR 982.405, 982.453]

~~When it has been determined that~~If a unit ~~on the program~~ fails to meet HQS due to an owner-caused deficiency at the re-inspection, and the owner is responsible for completing the necessary repair(s) in the time period specified by the PHA, the ~~assistance payment~~HAP to the owner ~~will be~~ abated.

Abatement

A Notice of Abatement ~~will be~~ sent to the owner, explaining that and the abatement ~~will be~~ effective from the day after the date of the failed inspection. The notice is ~~generally~~ for 30 days; ~~depending on the nature of the repair(s) needed~~.

~~The PHA/HOC~~ will inspect abated units within 15 days of the owner's notification that the repair work ~~has been~~ completed.

If the owner makes repairs during the abatement period, payment ~~will resume~~ on the day the unit passes inspection.

~~The PHA will advise owners of their responsibility to notify the tenant of when the re-inspection will take place.~~

No retroactive payments ~~will be~~ made to the owner for the abatement period ~~of time the rent was abated and the unit did not comply with HQS~~. The notice of abatement states that the tenant is not responsible for ~~the PHA/HOC's~~ portion of rent ~~that is abated during the abatement~~. However, the tenant must continue to pay their portion of the rent even during the abatement period.

Reduction of Payments

~~The PHA will HOC~~ may grant an extension in lieu of abatement in the following cases:

- The owner is experiencing extenuating circumstances and has a good history of HQS compliance.

~~The failed items are minor in nature.~~

- There is an unavoidable delay in completing repairs due to difficulties in obtaining parts or contracting for services.
- The owner makes a good faith effort to make the repairs.
- The repairs are expensive (such as exterior painting or roof repair) and the owner needs time to obtain the necessary funds.
- The repairs ~~must be~~ are delayed due to climate conditions.

Owners must provide supporting documentation to request abatement extension. ~~The Extensions will be~~ are made for a period of time not to exceed 30 days. At the end of that time, at ~~the PHAHOC's~~ discretion, if the work is not completed, ~~the PHAHOC~~ will begin the abatement.

Termination of Contract

If the owner is responsible for repairs, and fails to correct all of the deficiencies cited prior to the end of the abatement period (which is ~~normally thirty~~ 30 days), the owner and the tenant ~~will be~~ are sent a HAP Contract Proposed Termination Notice. The tenant ~~will is~~ also ~~be~~ notified of a scheduled relocation appointment. The proposed termination notice ~~will be~~ is a ~~sixty~~ 60-day notice. The family ~~will be~~ is required to begin the process to relocate from the unit or ~~possibly be~~ is terminated from the program. Prior to the effective date of the termination, if the repairs are not completed, the abatement ~~will remain~~ is in effect.

If repairs are completed before the effective termination date, the termination may be rescinded by ~~the PHAHOC~~ if the tenant chooses to remain in the unit. Only one ~~Housing Quality Standards~~ HQS inspections ~~will be~~ is conducted after the termination notice is issued.

J. DETERMINATION OF RESPONSIBILITY [24 CFR 982.404, 982.54(d)(14)]

Certain HQS deficiencies are considered the responsibility of the family, such as:

- Tenant-paid utilities not in service
- Failure to provide or maintain family-supplied appliances
- Damage to the unit, or premises, caused by a household member or guest beyond normal wear and tear
 - "Normal wear and tear" is defined as items which could be charged against the tenant's security deposit under state law or court practice.

- Vermin infestation in a rented single-family home or other detached unit.

The owner is responsible for all other HQS violations.

The owner is responsible for any vermin infestation for multifamily and non-detached units even if caused by the family's living habits. However, if such infestation is caused by the family's living habits and is serious and repeated, it may be considered a lease violation. and the The owner may then evict the family for serious or repeated violation of the lease. The PHA/HOC may choose to terminate the family's assistance on that basis as well.

~~The inspector will make a determination of owner or family responsibility during the inspection. The owner or tenant may appeal this determination to a Hearing Officer within 10 days of the inspection.~~

If the family is responsible but the owner carries out the repairs, the owner will be encouraged to bill the family for the cost of the repairs. and the family's file will be noted.

K. CONSEQUENCES IF FAMILY IS RESPONSIBLE [24 CFR 982.404(b)]

If the family is responsible for any emergency or non-emergency violations of HQS are determined to be the responsibility of the family, the PHA will require then the family is responsible to work with the owner or landlord to make any repair(s) or corrections within 24 hours or 30 days, as appropriate. If the repair(s) or correction(s) are not made in this time period, the PHA/HOC will terminate assistance to the family, after providing an opportunity for an informal hearing. Extensions in these cases must be require approved ed by the Housing Inspector Supervisor or another designated official. The owner's rent will is not be abated for items that are the family's responsibility.

If the tenant is responsible and corrections are not made, the HAP Contract will is terminated when the assistance to the family is terminated. and HOC will provide the owner will be provided with adequate notice (no less than thirty 30 days) of the termination date of the HAP. Contract cancelation due to tenant-caused HQS deficiencies does not preclude the owner from immediately executing a new HAP with HOC for another voucher tenant.