



ENHANCING NEIGHBORHOODS
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GREATER DAYTON PREMIER MANAGEMENT

HOUSING CHOICE VOUCHER PROGRAM

HOUSING QUALITY STANDARDS



INSPECTIONS

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We welcome you to Greater Dayton Premier Management’s Housing Choice Voucher Program and appreciate your efforts in providing affordable housing for families. HUD regulations require all units occupied by families receiving Housing Choice Voucher (HCV) assistance meet HUD’s Housing Quality Standards (HQS) and permit GDPM to establish additional requirements. The use of the term “HQS” in this plan refers to the combination of both HUD and GDPM established requirements. HQS inspections are required before the Housing Assistance Payments (HAP) Contract is signed and at least biennially during the term of the contract.

This chapter explains HUD and GDPM requirements related to housing quality as follows:

Physical Standards – Discusses the physical standards required of units occupied by HCV assisted families and identifies decisions about the acceptability of the unit that may be made by the family based upon the family’s preference. It also identifies life-threatening conditions that must be addressed on an expedited basis.

The Inspection Process - Describes the types of inspections GDPM will make and the steps that will be taken when units do not meet HQS.

PHYSICAL STANDARDS

GENERAL HUD REQUIREMENTS

HUD Performance and Acceptability Standards [24 CFR 982.401]

These standards cover the following areas:

- Sanitary facilities
- Food preparation and refuse disposal
- Space and security
- Thermal Environment
- Illumination and electricity
- Structure and materials
- Interior air quality
- Water supply
- Lead-based paint
- Access
- Site and neighborhood
- Sanitary condition
- Smoke detectors

A summary of HUD performance criteria is also provided in the *Overview of HUD Housing Quality Standards* section of this document.

Tenant Preference Items

HUD requires GDPM to enforce minimum HQS, but also requires that certain judgments about acceptability be left to the family. For example, GDPM must ensure that the unit contains the required sanitary facilities, but the family decides whether the cosmetic condition of the facilities is acceptable. Refer to *Summary of Tenant Preferences Related to Housing Quality* section in this document.

Modifications to Provide Accessibility

Under the Fair Housing Act of 1988 an owner must not refuse the request of a family that contains a person with a disability to make necessary and reasonable modifications to the unit. Such modifications are at the family's expense. The owner may require restoration of the unit to its original condition if the modification would interfere with the owner or next occupant's full enjoyment of the premises. The owner may not increase a customarily required security deposit. However, the landlord may negotiate a restoration agreement that requires the family to restore the unit and, if necessary, to ensure the likelihood of restoration, may require the tenant to pay a reasonable amount into an interest bearing escrow account over a reasonable period of time. The interest in any such account accrues to the benefit of the tenant. The owner may also require reasonable assurances that the quality of the work will be acceptable and that any required building permits will be obtained. [24 CFR 100.203; Notice 2003-31].

Modifications to units to provide access for a person with a disability must meet all applicable HQS requirements and conform to the design, construction or alteration of facilities contained in the UFAS and the ADA Accessibility Guidelines (ADAAG) [28 CFR 35.151(c) and Notice 2003-31].

GDPM Policy:

An owner who intends to negotiate a restoration agreement or require an escrow account must submit the agreement to GDPM for review.

ADDITIONAL LOCAL REQUIREMENTS

GDPM may impose additional quality standards as long as the additional criteria is not likely to adversely affect the health or safety of participant families or severely restrict housing choice. HUD approval is required if more stringent standards are imposed. HUD approval is not required if GDPM additions are clarifications of HUD's acceptability criteria or performance standards [24 CFR 982.401(a)(4)].

Thermal Environment

GDPM must define a "healthy living environment" for the local climate.

GDPM Policy:

The heating system must be capable of maintaining an interior temperature of 68° Fahrenheit between October 1 and May 1.

The air conditioning system must be capable of maintaining an interior temperature of 74° Fahrenheit between May 1 and October 1.

Clarification of HUD Requirements

GDPM Policy:

As permitted by HUD, GDPM has adopted the following specific requirements that elaborate on HUD standards.

Illumination and Electricity

Every bathroom, including half-baths, must be equipped with at least one electrical outlet and one permanently mounted ceiling or wall light fixture. All electrical outlets in bathrooms and half-baths, must be GFCI outlets. If no ground wire exists, the GFCI need not be grounded.

All regular (non-GFCI) three prong outlets must be grounded and wired to the correct polarity. If no ground wire exists functional two prong outlets are acceptable.

Kitchens must have a permanent ceiling or wall light fixture and one outlet.

Bedrooms and living rooms must have a permanent ceiling or wall light fixture and one outlet or two working outlets.

All optional equipment, such as garbage disposal, dishwasher, air conditioner, ceiling fan, etc., that is present in the unit, must be properly installed, have no missing parts, and must operate as designed.

A globe or cover must be present on all light fixtures designed to have a globe or cover.

Walls

In areas where plaster or drywall is sagging, severely cracked or otherwise damaged, it must be repaired or replaced.

All walls in a tub or shower area must be covered with waterproof materials, such as a tub wall or ceramic tile. All seams and edges must be properly sealed.

The unit must be free from holes larger than 2” in any interior wall, ceiling or door. No holes of any size that permit entry of insects, rodents or excessive air infiltration are permitted interiorly or exteriorly.

Interior painted surfaces in all units must be in good condition and not excessively soiled. All repairs completed on walls or ceilings due to moisture problems must be painted to seal the area.

Windows

All windows must lock. Window sashes must be in good condition, solid and intact, and properly fitted to the window frame. Damaged or deteriorated sashes must be replaced and windows must be weather-stripped to ensure a weather-tight seal. Window screens are not required, but must be in good condition if present.

Doors

All exterior doors must have a doorknob and a thumb turn deadbolt lock. They must be weather-tight to avoid any air or water infiltration, no holes, all trim intact and a threshold. Interior doors must have trim intact, no holes and open without the use of a key. Storm doors or screen doors are not required, but, if present, must be in safe, operable condition and be equipped with an operable closer mechanism. A spring alone is not acceptable as a closer mechanism.

Floors

All wood floors must be sanded to a smooth surface and sealed. Any loose or warped boards must be

resecured and level. If floors cannot be leveled, they must be replaced. Floors must be in a finished state; raw wood or unsealed concrete is not permitted. Floors should have base shoe (vinyl is permitted), trim or sealing for a finished look.

Sinks

All sinks and commode water lines must have shut off valves, unless faucets are wall mounted.

Toilets

All worn or cracked toilet seats and tank lids must be replaced and toilet tank lid must fit properly.

Plumbing and Heating

Water heaters must be equipped with a temperature/pressure relief valve, free from leaks, and the discharge pipe must extend 4" to 6" from the floor. No threaded edges to prevent capping.

Flexible gas supply lines must be attached to rigid pipe extending from furnaces, boilers and water heaters. No part of a flexible gas supply line may be located inside a furnace, boiler or water heater.

Owners may certify the safety of water heaters and heating systems that are not accessible to inspectors, such as water heaters and heating systems located in crawl spaces above or below dwelling units. This does not include installations in areas that are locked, but would be otherwise accessible. Such areas must be unlocked for inspection. Landlord certification must be on a form acceptable to GDPM.

Clothes dryers must be properly vented to the outside. The tenant is responsible for connection to the outside vent, while the landlord is responsible for the vent through the wall. Interior moisture collection boxes are not permitted.

Space and Security

A closet is required for each bedroom. Closets may be located in the bedroom, in a hallway near the bedroom, or a portable type. A clothes rod must be present in each bedroom closet. Unenclosed clothes racks are not acceptable as closets.

Bathrooms and bedrooms must have properly fitting doors that latch. Locks, such as key locks or bolt locks that restrict exit from any room, are not permitted. The family must not be required to go through one bedroom to get to another bedroom. Bedrooms in basements and attics are not allowed unless they meet HQS and local code requirements, including ventilation and emergency exit requirements.

If window security bars or security screens are present on emergency exit windows, they must be equipped with a quick release system. The owner is responsible for ensuring that the family is instructed on the use of the quick release system.

A simple bolt lock is not acceptable on an entry door if it is the only entry door to the unit. A bolt lock may be present, along with a key lock, on additional entry doors. All entry doors must open from the inside of the unit without the need for a key or tool. Double cylinder deadbolt locks are not acceptable. Entry doors must be weather-tight to avoid air or water infiltration [24 CFR 982.404(a)].

Smoke Detectors

Smoke detectors must be on all levels, in every bedroom and in basements. The basement smoke detector must be located on the ceiling near the stairs at least 4" from the nearest wall. For open joist ceilings, the smoke detector must be mounted on the bottom of the joist. If the dwelling unit is

occupied by a person with a hearing impairment, a visual alarm must be located in that person's bedroom and a detector located outside of the bedroom must control the alarm. The owner is required to repair an inoperable smoke detector unless the family has intentionally disconnected it (by removing the batteries or other means). In this case the family will be responsible for the repair of the smoke detector within 24 hours.

Building Exterior

Gutters and downspouts must be in good condition clear of debris and vegetation. Downspouts must have diverters to keep water from entering the unit.

Street number must be visible from the street and must be installed on the front of the unit or building.

Health and Safety

The unit, and any related common areas, must be free of excessive amounts of mold or mildew.

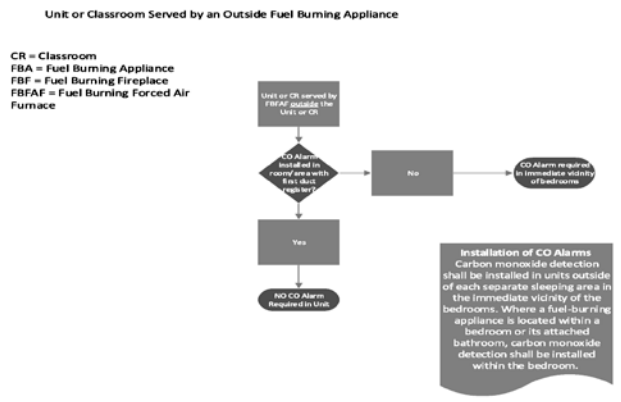
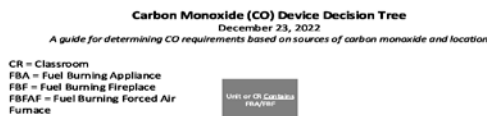
Severe infestation by insects or rodents must be eradicated by a licensed exterminator. All holes that could provide access by insects or rodents must be closed off. An inspector encountering infestations may cancel or terminate the inspection until such time that the owner provides written certification of eradication of the infestation.

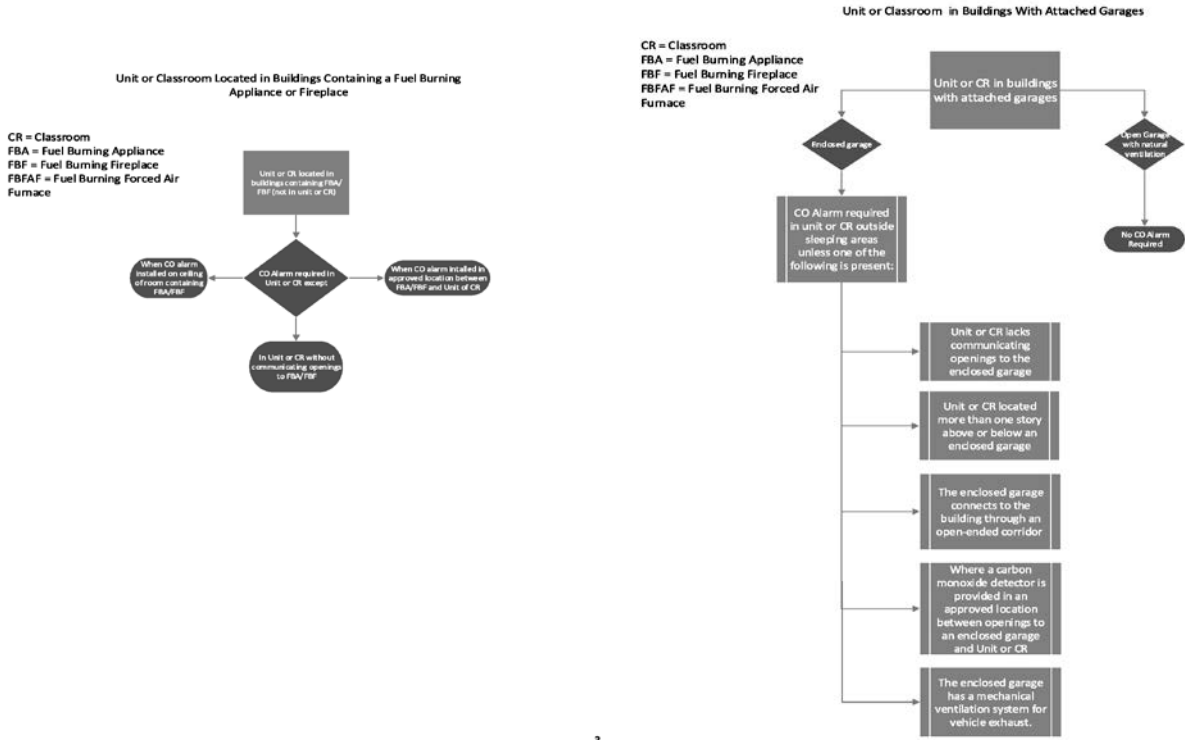
Units that have an excess of items or other possible hazards (i.e., animals, possibility of mold, extreme poor housekeeping) causing the inability to properly inspect the unit will be considered a health and safety deficiency and the inspector has the discretion to fail the inspection.

Access

The unit must provide an alternate means of exit from the building in case of fire or other emergency. The exits cannot be blocked or obstructed by debris, used as a storage area or secured by nails.

Carbon Monoxide





LIFE THREATENING CONDITIONS [24 CFR 982.404(a)]

HUD requires GDPM to define life threatening conditions and to notify the owner or the family (whomever is responsible) of the corrections required. The responsible party must correct life threatening conditions within 24 hours of GDPM notification.

GDPM Policy

The following are considered life threatening conditions:

- Hazards that create an imminent threat to the health and safety of the occupants as determined by GDPM.
- Any condition that jeopardizes the security of the unit.
- Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling.
- Natural or LP gas or fuel oil leaks.
- Any electrical problem or condition that could result in shock or fire.
- Absence of a working heating system when outside temperature is below 60 degrees Fahrenheit.
- Utilities not in service, including no running hot water.
- Conditions that present the imminent possibility of injury.
- Obstacles that prevent safe entrance or exit from the unit.
- Absence of a functioning toilet in the unit.
- Inoperable smoke detectors.

If an owner fails to correct life threatening conditions as required by GDPM, the housing assistance payment will be abated and the HAP contract will be terminated.

If a family fails to correct a family-caused life threatening condition as required by GDPM, GDPM may terminate the family's assistance.

The owner will be required to repair an inoperable smoke detector unless GDPM determines that the family has intentionally disconnected it (by removing batteries or other means). In this case, the family will be required to repair the smoke detector within 24 hours.

OWNER AND FAMILY RESPONSIBILITIES [24 CFR 982.404]

Family Responsibilities

The family is responsible for correcting the following HQS deficiencies:

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 not be charged against the tenant's security deposit under state law or court practice.

Owner Responsibilities

The owner is responsible for all HQS violations not listed as a family responsibility above. However, if the family's actions constitute a serious or repeated lease violation, the owner may take legal action to evict the family.

If the owner threatens or is violent towards GDPM personnel, the HAP contract will be terminated and GDPM may debar the landlord from further participation in the HCV program.

SPECIAL REQUIREMENTS FOR CHILDREN WITH ENVIRONMENTAL INTERVENTION BLOOD LEAD LEVEL [24 CFR 35.1225]

If GDPM is notified by a public health department or other medical health care provider, or verifies information from a source other than a public health department or medical health care provider, that a child of less than 6 years of age, living in an HCV-assisted unit has been identified as having an environmental intervention blood lead level, GDPM must complete a risk assessment of the dwelling unit. The risk assessment must be completed in accordance with program requirements, and the result of the risk assessment must be immediately provided to the owner of the dwelling unit. In cases where the public health department has already completed an evaluation of the unit, this information must be provided to the owner.

Within 30 days after receiving the risk assessment report from GDPM, or the evaluation from the public health department, the owner is required to complete the reduction of identified lead-based paint hazards in accordance with the lead-based paint regulations [24 CFR 35.1325 and 35.1330]. If the owner does not complete the "hazard reduction" as required, the dwelling unit is in violation of HQS and GDPM will take action.

VIOLATION OF HQS SPACE STANDARDS [24 CFR 982.403]

If GDPM determines that a unit does not meet the HQS space standards because of an increase in family size or a change in family composition, GDPM must issue the family a new voucher, and the

family and GDPM must try to find an acceptable unit as soon as possible. If an acceptable unit is available for rental by the family, GDPM must terminate the HAP contract in accordance with its terms.

GDPM Policy:

A unit meets HQS space standard if the dwelling unit has at least one bedroom or living/sleeping room for each two persons. A living/sleeping room is any space other than a kitchen, bathroom or hallway that is equipped with at least one window that opens, if it was designed to open, and two electrical outlets or one electrical outlet and one permanently mounted light fixture.

THE INSPECTION PROCESS

[24 CFR 982.405]

Types of Inspections

GDPM conducts the following types of inspections as needed. Each type of inspection is discussed in the paragraphs that follow.

Initial Inspection. GDPM conducts initial inspections in response to a request from a family to approve a unit for participation in the HCV program. The unit must pass the HQS inspection before the effective date of the HAP contract.

Annual Inspection. HUD requires GDPM to inspect each unit under lease at least biennially to confirm that the unit still meets HQS. The inspection may be conducted in conjunction with the family's annual reexamination, but also may be conducted separately.

Special Inspection. A special inspection may be required by the owner or the family as a result of problems identified with a unit between annual inspections.

Quality Control Inspection. HUD requires that a sample of units be re-inspected by a supervisor or other qualified individual to ensure that HQS are being enforced correctly and uniformly by all inspectors.

Inspection of GDPM Owned Properties [24 CFR 982.352(b)]

GDPM must obtain the services of an independent entity to perform all HQS inspections in cases where an HCV family is receiving assistance in a GDPM owned property. GDPM administers the assistance under the consolidated ACC including a unit owned by an entity substantially controlled by GDPM. The independent agency must communicate the results of each inspection to the family and GDPM. The independent agency must be approved by HUD, and may be the unit of general local government for GDPM jurisdiction (unless GDPM is itself the unit of general local government or an agency of such government).

Inspection Costs

GDPM may not charge the family or owner for unit inspections [24 CFR 982.405(e)]. In the case of inspections of GDPM owned properties, GDPM may compensate the independent agency from ongoing administrative fee for inspections performed. GDPM and the independent agency may not charge the family any fee or charge for the inspection [24 CFR 982.352(b)].

Notice and Scheduling

The family must allow GDPM to inspect the unit at reasonable times with reasonable notice [24 CFR 982.551(d)].

GDPM Policy:

Both the family and the owner will be given reasonable notice of all inspections. Except in the case of a life-threatening emergency, reasonable notice is considered to be not less than 48 hours. Inspections may be scheduled between 8:30 am and 4:30 pm. Generally, inspections will be conducted on business days only. In the case of a life-threatening emergency, GDPM will give as much notice as possible.

Owner and Family Inspection Attendance

HUD permits GDPM to set policy regarding family and owner presence at the time of inspection.

GDPM Policy:

At initial inspection of a vacant unit, GDPM will inspect the unit in the presence of the owner or owner's representative. When a family occupies the unit at the time of inspection, an adult family member must be present for the inspection. Inspectors will not enter units alone with lock boxes.

INITIAL HQS INSPECTION [24 CFR 982.401(a)]

TIMING OF Initial Inspections

HUD requires the unit to pass HQS before the effective date of the lease and HAP contract. HUD requires PHAs to complete the initial inspection to determine whether the unit satisfies HQS, and notify the owner and the family within 15 days of submission of the Request for Tenancy Approval. The 15 day period is suspended when the unit is not available for inspection [24 CFR 982.305(b)(2)].

GDPM Policy:

GDPM will complete the initial inspection, determine whether the unit satisfies HQS and notify the owner and the family of the determination within 15 business days of submission of the Request for Tenancy Approval.

Inspection Results and Re-Inspections

GDPM Policy:

If any HQS violations are identified, the owner will be notified of the deficiencies and be given a timeframe to correct them. If requested by the owner, the timeframe for correcting the deficiencies may be extended by GDPM for good cause. GDPM will re-inspect the unit within 15 business days of the date the owner notifies GDPM that the required corrections have been made.

If the timeframe for correcting the deficiencies (or any GDPM approved extension) has elapsed, or the unit fails HQS at the time of the re-inspection, GDPM will notify the owner and the family that the unit has been rejected and that the family must search for another unit. GDPM may agree to conduct a second re-inspection, for good cause, at the request of the family and owner.

Following a failed re-inspection, the family may submit a new Request for Tenancy Approval for the unit if the family has not found another unit by the time the owner completes all repairs and the family continues to wish to live in the unit.

Utilities

Generally, at initial lease-up, the owner is responsible for demonstrating that all utilities are in working order, including those utilities that the family will be responsible for paying.

GDPM Policy:

All utilities must be on to make a full and accurate inspection of the unit.

Appliances

GDPM Policy:

If the family is responsible for supplying the stove and/or refrigerator, GDPM will allow the stove and refrigerator to be placed in the unit after the unit has met all other HQS requirements. The required appliances must be in place before the HAP contract is executed by GDPM. GDPM may accept a signed affidavit from the family that the appliances are installed and are in good working order.

ANNUAL HQS INSPECTIONS [24 CF4 982.405(a); Section 220 of the 2014 Appropriation Act]

Scheduling the Inspection

Each unit under HAP contract must have an inspection not less than biennially.

GDPM Policy:

If an adult family member cannot be present on the scheduled date, the family should request that GDPM reschedule the inspection. GDPM and the family will agree on a new inspection date that generally should take place within 5 business days of the originally scheduled date. GDPM may schedule an inspection more than 5 business days after the original date for good cause.

If the family misses the first scheduled appointment without requesting a new inspection date, GDPM will automatically schedule a second inspection within 10 business days. If the family misses two scheduled inspections without GDPM approval, GDPM will consider the family to have violated its obligation to make the unit available for inspection. This may result in termination of the family's assistance.

In accordance with 24 CFR 982.202(a)(3), GDPM may elect not to do a re-inspection for minor deficiencies that can be verified by the property owner and/or tenant in the form of a receipt for repairs from a contractor, repair person or business that clearly provides evidence that the work was completed, or a photograph that is clearly time-stamped and can clearly illustrate the repair. Examples of minor repairs may include electrical outlet or switch covers, replacement of globes on light fixtures, replacement or repair of windows or screens, minor tripping hazards, missing door handles or knobs, installation of closet poles, repair of small holes and evidence of professional extermination.

GDPM will inspect each unit under a HAP contract annually. When a unit receives a passing HQS score on the first scheduled appointment date for two consecutive years, GDPM, at its sole discretion, may inspect the unit biennially. A unit will not move to biennial inspections if the pass score is received at a re-inspection appointment. Units moved to biennial inspections that subsequently receive a fail score will return to annual inspections.

SPECIAL INSPECTIONS

GDPM will conduct a special inspection if the owner or family reports HQS violations in the unit. If the reported condition is not life-threatening (i.e., GDPM would require the owner to make the repair

within 30 calendar days), then GDPM will inspect the unit within 15 days of receipt of the complaint.

GDPM Policy:

During a special inspection, GDPM generally will inspect only those deficiencies that were reported. However, the inspector will record any additional HQS deficiencies that are observed and will require the responsible party to make the necessary repairs.

If the annual inspection has been scheduled or is due within 90 days of the date the special inspection is scheduled, GDPM may elect to conduct a full annual inspection.

QUALITY CONTROL INSPECTIONS [24 CFR 982.405(b)]

HUD requires a GDPM supervisor or other qualified person to conduct quality control inspections of a sample of units to ensure that each inspector is conducting accurate and complete inspections and that there is consistency in the application of the HQS. The unit sample must include only units that have been inspected within the preceding 3 months. The random sample will include: (1) each type of inspection (initial, annual and special); (2) inspections completed by each inspector; and (3) units from a cross-section of neighborhoods.

INSPECTION RESULTS AND RE-INSPECTIONS FOR UNITS UNDER HAP CONTRACT

Notification of Corrective Actions

The owner and the family will be notified in writing of the results of all inspections. When an inspection identifies HQS failures, GDPM will determine whether or not the failure is a life threatening condition and whether the family or owner is responsible.

GDPM Policy:

When life threatening conditions are identified, GDPM will immediately notify both parties by phone or email. The notice will specify who is responsible for correcting the violation. The corrective actions must be taken within 24 hours of GDPM's notice.

When failures are not life threatening, GDPM will send the owner and the family a written notification of the inspection results within 5 business days of the inspection. The written notice will specify who is responsible for correcting the violation, and the timeframe within which the failure must be corrected. Generally, no more than 30 days will be allowed for the correction.

The notice of inspection results will inform the owner that if life threatening conditions are not corrected within 24 hours, and non-life-threatening conditions are not corrected within the specified time frame (or a GDPM approved extension), the owner's HAP will be abated in accordance with GDPM policy. Likewise, in the case of family caused deficiencies, the notice will inform the family that if corrections are not made within the specified timeframe (or a GDPM approved extension) the family's assistance will be terminated in accordance with GDPM policy.

Extensions

For conditions that are life-threatening, GDPM cannot grant an extension to the 24 hour corrective action period. For conditions that are not life-threatening, GDPM may grant an exception to the required time frames for correcting the violation if GDPM determines that an extension is appropriate [24 CFR 982.404].

GDPM Policy:

Extensions will be granted in cases where GDPM has determined that the owner has made a good faith effort to correct the deficiencies, but is unable to for reasons beyond the owner's control. Reasons a repair cannot be completed may include, but are not limited to:

Required parts or services are not available.

Weather conditions extensions may be continued until the weather has improved sufficiently to make repairs possible. The necessary repairs must be made within 15 calendar days, once the weather conditions have subsided.

Weather extensions may be granted between November 1st and April 30th for most inspections: **Except:** Initial inspections and lead-based paint inspections for families with children under 6 years of age.

A reasonable accommodation is needed because the family includes a person with disabilities.

The length of the extension will be determined on a case-by-case basis, but will not exceed 60 days.

Re-Inspections**GDPM Policy:**

GDPM will conduct a re-inspection immediately following the end of the corrective period, or a GDPM approved extension.

The family and owner will be given reasonable notice of the re-inspection appointment. If the deficiencies have not been corrected by the time of the re-inspection, GDPM will send a notice of abatement to the owner, or in the case of family caused violations, a notice of termination to the family. If GDPM is unable to gain entry to the unit in order to conduct the scheduled re-inspection, GDPM will consider the family to have violated its obligation to make the unit available for inspection which may result in termination of the family's assistance.

ENFORCING OWNER COMPLIANCE

If the owner fails to maintain the dwelling unit in accordance with HQS, GDPM must take prompt and vigorous action to enforce the owner obligations.

HAP Abatement

If an owner fails to correct HQS deficiencies by the time specified by GDPM, HUD requires GDPM to abate housing assistance payments no later than the first of the month following the specified correction period (including any approved extension) [24 CFR 985.3(f)]. No retroactive payments will be made to the owner for the period of time the rent was abated. Owner rents are not abated as a result of HQS failures that are the family's responsibility.

GDPM Policy:

GDPM will make all HAP abatements effective the first of the month following the expiration of GDPM's specified correction period (including extensions). GDPM's specified correction period follows the second failed inspection or 30 calendar days, whichever comes first (with the exception of any approved extension).

GDPM will inspect abated units within 10 business days of the owner's notification that the work has been completed. Payment will resume effective on the day the unit passes inspection.

During any abatement period, the family continues to be responsible for its share of the rent. The owner must not seek payment from the family for abated amounts and may not use the abatement as cause for eviction.

HAP Contract Termination

GDPM must decide how long any abatement period will continue before the HAP contract will be terminated. GDPM should not terminate the contract until the family finds another unit, provided the family does so in a reasonable time and must give the owner reasonable notice of the termination. GDPM will issue a voucher to permit the family to move to another unit.

GDPM Policy:

The maximum time a HAP may be abated is 60 calendar days. The current voucher terminates when the HAP contract terminates. However, if the owner completes corrections and notifies GDPM before the termination date of the HAP contract, GDPM may rescind the termination notice if the family still resides in the unit and wishes to remain in the unit, and the unit passes inspection. Reasonable notice of HAP contract termination by GDPM is 30 days.

ENFORCING FAMILY COMPLIANCE [24 CFR 982.404(b)]

GDPM will terminate the family's assistance if they are responsible for correcting HQS violations and fail to correct said violation within the period allowed, including any extension. If the owner carries out a repair for which the family is responsible under the lease, the owner may bill the family for the cost of the repair.

OVERVIEW OF HUD HOUSING QUALITY STANDARDS

Note: This document provides an overview of HQS. For more detailed information, see the following documents:

- 24 CFR 982.402, Housing Quality Standards (HQS)
- HUD Housing Inspection Manual for Section 8 Housing
- HUD Inspection Form, form HUD-52580 (3/01) and Inspection Checklist, form HUD-52580-A (9/00)

Sanitary Facilities

The dwelling unit must include sanitary facilities within the unit. The sanitary facilities must be usable in privacy and must be in proper operating condition and adequate for personal cleanliness and disposal of human waste.

Food Preparation and Refuse Disposal

The dwelling unit must have space and equipment suitable for the family to store, prepare and serve food in a sanitary manner.

Space and Security

The dwelling unit must provide adequate space and security for the family. This includes having at

least one bedroom or living/sleeping room for each two persons.

Thermal Environment

The unit must have a safe system for heating the dwelling unit. Air conditioning is not required, but if provided, must be in proper operating condition. The unit must not contain unvented room heaters that burn gas, oil or kerosene. Portable electric room heaters or kitchen stoves with built-in heating units are not acceptable as a primary source.

Illumination and Electricity

Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The unit must have sufficient electrical sources so occupants can use essential electrical appliances. Minimum standards are set for different types of rooms. Once the minimum standards are met, the number, type and location of electrical sources are a matter of tenant preference.

Structure and Materials

The unit must be structurally sound. Handrails are required when four or more steps (risers) are present, and protective railings are required when porches, balconies and stoops are 30" or more off the ground. The elevator servicing the unit must be working (if there is one). Manufactured homes must have proper tie-down devices capable of surviving wind loads common to the area.

Interior Air Quality

The unit must be free of air pollutant levels that threaten the occupants' health. There must be adequate air circulation in the unit. Bathroom areas must have one window that opens or other adequate ventilation. Any sleeping room must have at least one window. If a window was designed to be opened, it must be in proper working order.

Water Supply

The unit must be served by an approved public or private water supply that is sanitary and free from contamination. Plumbing fixtures and pipes must be free of leaks and threats to health and safety.

Lead-Based Paint

Lead-based paint requirements apply to units built prior to 1978 that are occupied or can be occupied by families with children under 6 years of age, excluding zero bedroom dwellings. Owners must:

- Disclose known lead-based paint hazards to prospective tenants before the lease is signed.
- Provide all prospective families with "Protect Your Family from Lead in your Home".
- Stabilize deteriorated painted surfaces and conduct hazard reduction activities when identified by GDPM.
- Notify tenants each time such an activity is performed.
- Conduct all work in accordance with HUD safe practices.
- As part of ongoing maintenance, ask each family to report deteriorated paint.

For occupied units with children under 6 years of age, a risk assessment must be conducted (paid for by GDPM). If lead hazards are identified during the risk assessment, the owner must complete hazard reduction activities. For additional information on lead-based paint requirements see 24 CFR 35, subparts A, B, M and R.

Access

Use and maintenance of the unit must be possible without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire.

Site and Neighborhood

The site and neighborhood must be reasonably free from disturbing noises and reverberations, excessive trash or vermin, or other dangers to the health, safety and general welfare of the occupants.

Sanitary Condition

The dwelling unit and its equipment must be in sanitary condition and free of vermin and rodent infestation. The unit must have adequate barriers to prevent infestation.

Smoke Detectors

Smoke detectors must be on all levels and in every bedroom. In basements, the smoke detector must be located on the basement ceiling near the stairs, at least 4" from the nearest wall. On an open joist ceiling, the smoke detector must be mounted on the bottom of the joist. If the dwelling unit is occupied by a person with a hearing impairment, a visual alarm must be located in that person's bedroom and a detector located outside of the bedroom must control the alarm. The owner is required to repair an inoperable smoke detector unless the family has intentionally disconnected it (by removing the batteries or other means). In this case the family will be responsible for the repair of the smoke detector within 24 hours.

Hazards and Health/Safety

The unit, interior and exterior common areas accessible to the family, the site and the surrounding neighborhood must be free of hazards to the family's health and safety.

**SUMMARY OF TENANT PREFERENCES
RELATED TO HOUSING QUALITY**

Note: This document provides an overview of unit and site characteristics and conditions for which the family determines acceptability. For more detailed information see the following documents:

- HUD Housing Inspection Manual for Section 8 Housing
- HUD Inspection Form, form HUD-52580 (3/01) and Inspection Checklist, form HUD-52580-A (9/00)

Provided the minimum housing quality standards have been met, HUD permits the family to determine whether the unit is acceptable with regard to the following characteristics:

Sanitary Facilities

The family may determine the adequacy of the cosmetic condition and quality of the sanitary facilities, including the size of the lavatory, tub or shower; the location of the sanitary facilities within the unit; and the adequacy of the water heater.

Food Preparation and Refuse Disposal

The family selects size and type of equipment it finds acceptable. When the family is responsible for supplying cooking appliances, the family may choose to use a microwave oven in place of a conventional oven, stove or range. When the owner is responsible for providing cooking appliances,

the owner may offer a microwave oven in place of an oven, stove or range only if other subsidized and unsubsidized units on the premises are furnished with microwave ovens only. The adequacy of the amount and type of storage space, the cosmetic conditions of all equipment and the size and location of the kitchen are all determined by the family.

Space and Security

The family may determine the adequacy of room sizes and room locations. The family is also responsible for deciding the acceptability of the type of door and window locks.

Energy Conservation Items

The family may determine whether the amount of insulation, presence or absence of storm doors and windows and other energy conservation items are acceptable.

Illumination and Electricity

The family may determine whether the location and the number of outlets and fixtures (over and above those required to meet HQS standards) are acceptable, or if the amount of electrical service is adequate for the use of appliances, computers or stereo equipment.

Structure and Materials

Families may determine whether minor defects, such as lack of paint or worn flooring or carpeting will affect the livability of the unit.

Indoor Air

Families may determine whether window and door screens, filters, fans or other devices for proper ventilation are adequate to meet the family's needs. However, if screens are present, they must be in good condition.

Sanitary Conditions

The family determines whether the sanitary conditions in the unit, including minor infestations, are acceptable.

Neighborhood Conditions

Families may determine whether neighborhood conditions such as the presence of drug activity, commercial enterprises and convenience to shopping will affect the livability of the unit.

Families have no discretion with respect to lead-based paint standards and smoke detectors.

RETURN THIS SIGNED PAGE AND THE RTA PACKET TO GDPM

I, _____ have reviewed GDPM's Housing Quality Standards and fully understand what is expected for the Housing Assistance Payments Program.

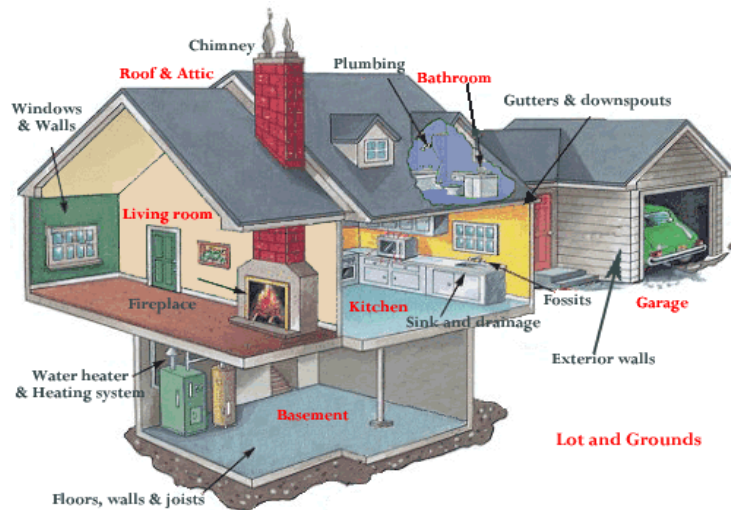
Signature of Owner

Date

I, _____ have reviewed GDPM's Housing Quality Standards and fully understand what is expected for the Housing Assistance Payments Program.

Signature of Tenant

Date



GREATER DAYTON PREMIER MANAGEMENT
400 Wayne Avenue, Dayton Ohio 45410
937-910-7500 or 937-910-5400

