

13.0 HQS and Inspection Policies [24 CFR 982.401 - 407]

Housing Quality Standards (HQS) are the HUD-established minimum quality standards for tenant-based programs. Verification of HQS is required both at initial occupancy and at least biennially (that is, every other year) during the term of the lease. HQS standards apply to the building and premises, as well as the unit. Pensacola Housing policy states that newly leased units must pass the HQS inspection before the beginning date of the assisted lease and HAP contract.

This chapter describes Pensacola Housing's procedures for performing HQS inspections as well as standards for the timeliness of repairs. It also explains the responsibilities of the owner and family, 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 Pensacola Housing requirements outlined in this chapter.

13.1 Acceptability Criteria [24 CFR 982.401]

Pensacola Housing's Housing Quality Standards include all the acceptability criteria defined in 24 CFR 982.401, plus the additional acceptability criteria described below in Section 13.12, Additions to the HQS Acceptability Criteria.

Pensacola Housing will provide the HQS Inspection Checklist to owners at any time upon request.

13.2 HQS Guidelines for Unit Size Selected

HQS standards allow two persons per bedroom and permit maximum occupancy levels as shown in the table below, assuming another room, such as a living room or den, is used as a sleeping area when the unit is at maximum occupancy. Rooms besides bedrooms may be used for sleeping as long as all sleeping rooms are in HQS compliance.

Unit Size	Maximum Occupancy Standard*
0 bedroom	2
1 bedroom	2 + 2 per additional sleeping area (usually 4 total)
2 bedroom	4 + 2 per additional sleeping area (usually 6 total)
3 bedroom	6 + 2 per additional sleeping area (usually 8 total)
4 bedroom	8 + 2 per additional sleeping area (usually 10 total)
5 bedroom	10 + 2 per additional sleeping area (usually 12 total)
6 bedroom	12 + 2 per additional sleeping area (usually 14 total)

At the initial inspection, the inspector shall make a determination as to the number of rooms that are acceptable sleeping rooms for the purpose of deciding maximum occupancy level according to HQS. The inspector's determination will be made on a case-by-case basis,

based on HQS standards, the design of the structure, family composition, and safety of egress.

13.3 Types of Inspections [24 CFR 982.405]

Pensacola Housing performs five types of inspections:

1. Initial/New Unit inspection: Conducted upon receipt of RTA;
2. Annual: Must be conducted within 24 months of the initial inspection or the previous annual inspection;
3. Tenant Request or Owner Request: An inspection requested by the tenant or the owner based on a perceived violation of HQS (commonly referred to as a “complaint inspection”);
4. Special: An inspection requested by another agency, such as HUD, or by a third party, asking Pensacola Housing to review the unit; and
5. Quality Control/Supervisory: Conducted by a supervisor to ensure the consistency and accuracy of Pensacola Housing’s HQS determinations.

13.4 Initial HQS Inspections [24 CFR 982.305(b, 2)]

After the family submits an RTA and the housing counselor has confirmed the unit’s affordability for the family, the counselor will call the owner and provide instructions for scheduling an initial HQS inspection of the unit. Whenever possible, Pensacola Housing will perform the initial inspection within 15 business days of the owner’s request.

Pensacola Housing inspectors cannot pick up keys or open lock boxes, and will not inspect units without the owner or the owner’s representative, who must be over the age of 18, present. For initial inspections, the owner’s representative may not be a member of the participant family, even if the family already has occupancy of the unit where they hope to use their voucher.

The initial inspection will be conducted to:

1. Determine if the unit and property meet HQS as defined in 24 CFR 982.401 and in this Administrative Plan;
2. Determine the number of rooms that are acceptable sleeping rooms for the purpose of deciding maximum occupancy level; and
3. Document the information to be used, including current condition of the unit, for determining rent reasonableness.

If the unit fails the HQS inspection, the owner will be given up to 15 business days to correct the fail items, at the inspector's discretion, depending on the amount and complexity of work to be completed. The owner will be advised to contact Pensacola Housing to schedule a re-inspection once repairs are completed.

If the unit fails the re-inspection, or if 15 business days have elapsed and Pensacola Housing hasn't received an inspection request from the owner, Pensacola Housing will not approve the tenancy. The RTA will be denied, additional time will be added to the voucher, and the family will be offered the opportunity to select another unit.

13.5 Annual or Biennial HQS Inspections [24 CFR 982.405(a), 24 CFR 982.551(d)]

Pensacola Housing conducts inspections of each assisted unit at least biennially, and no later than 24 months after the initial inspection or the previous annual inspection, to determine continuing compliance with HQS.

As per 24 CFR 982.551(d), the family must allow Pensacola Housing to inspect the unit at reasonable times with reasonable notice. Reasonable times to conduct an inspection are between 8 a.m. and 5 p.m.; Pensacola Housing typically conducts inspections between the hours of 9 a.m. and 4 p.m., Monday through Thursday excluding holidays. Pensacola Housing will notify the family in writing at least 4 business days prior to the annual or biennial inspection.

13.5.1 Attendance at Annual and Biennial Inspections

An adult family member must be present during annual and biennial inspections. If no family member is available, the family may ask a representative to be present instead, as long as that person is 18 or older. The presence of the owner or the owner's representative is encouraged but not required. Pensacola Housing inspectors will not inspect units without a family member, owner, or representative over the age of 18 present. If the owner or owner's representative intends to admit the inspector to the unit without the tenant being present, the owner must provide the tenant with prior written notice of intent to enter the unit in accordance with Florida Statute 83.53.

If no representative is able to be present, the inspection appointment must be rescheduled. Same day cancellations and no shows (meaning, no adult was present to grant access to the unit when the inspector arrived) will be considered a violation of the obligations of the family, and the family will be sent a notice terminating program participation. Unless the unit has already gone 24 months without an HQS inspection, the family will be provided an opportunity to reschedule the inspection and retain the voucher. All participants who are terminated for a violation of 24 CFR 982.551(d) will have the right to request an informal hearing.

13.5.2 Reinspections

Pensacola Housing will send written notice of the re-inspection appointment to the owner and family by email or regular mail.

If the unit fails the re-inspection, the family and owner will be responsible for scheduling a second revisit within the time frame specified for the repairs.

If no re-inspection appointment is made, or if the unit fails the inspection again, Pensacola Housing will terminate the HAP contract and invite the family to request a moving voucher. A HAP abatement and/or reinspection fees may be charged to the landlord.

If the inspection report included deficiencies assigned to the family, and those were not corrected, or if the family misses the re-inspection appointment, then Pensacola Housing will mail a letter of termination to the family.

13.5.3 Owner Self-Certification of Minor Fail Items

If the only deficiencies at an annual or biennial inspection are five or fewer minor (non-emergency) fail items, the owner will be allowed to self-certify correction of the deficiencies to pass the inspection. If the owner fails to provide verification that the deficiencies have been corrected by the due date, it will be considered a second failed inspection and the owner will be responsible for contacting Pensacola Housing to schedule a re-inspection. Failure to secure a passed inspection within the time frame for repair will result in abatement of the HAP and may result in reinspection fees and/or termination of the HAP Contract. See Section 13.17 below for more information.

Pensacola Housing may contact the family to confirm the owner's self-certification. If the tenant indicates that corrections were not made for any fail items, Pensacola Housing may schedule a Quality Control inspection of the unit.

The self-certification option is available for five or fewer minor fail items discovered during annual or biennial inspections only. It is not available for initial inspections.

13.5.4 HQS and Rent Increases

Proposed increases to the contract rent that are requested on the Request for Tenancy Continuation (RTC) form will not be considered if the unit was not found to be in HQS compliance during the first visit at the time of the most recently scheduled annual inspection. If the unit was in HQS compliance at that time, or if the only HQS deficiencies found were assigned to the tenant, then a rent reasonableness assessment will be made to determine whether the requested rent increase is market reasonable.

13.6 Complaint Inspections and Special Inspections [24 CFR 982.405(c)]

If at any time the family or owner notifies Pensacola Housing that the unit does not meet HQS, Pensacola Housing will conduct a complaint inspection if the office determines that such an inspection is warranted. When a tenant requests such an inspection, Pensacola Housing will ask the tenant to furnish proof that the tenant submitted written notification of the issue, with a request to correct, to the owner before the complaint inspection is scheduled, unless the tenant reports that the unit is uninhabitable.

When an owner requests such an inspection, Pensacola Housing will ask the owner to confirm that he or she provided the tenant with prior written notice of intent to enter the unit in accordance with Florida Statute 83.53.

Pensacola Housing will also conduct special inspections based on information provided by third parties, such as neighbors, public officials, or representatives from HUD, when the office determines that such inspections are warranted.

In the case of complaint inspections and special inspections, Pensacola Housing will focus on the items that were reported by the tenant, owner, or third party making the complaint or report. However, if the inspector notices additional deficiencies that place the unit out of HQS compliance, those additional items will be noted on the inspection report, and the owner or tenant, as applicable, will be required to make those repairs as well.

If a complaint inspection or a special inspection occurs within 120 days of the annual or biennial inspection due date, the complaint or special inspection may serve as the annual inspection as well, as long as the inspector reviews the complete HQS checklist.

13.7 Supervisory Quality Control Inspections [24 CFR 982.405(b)]

Pensacola Housing will perform supervisory quality control inspections of units under contract. The purpose of quality control inspections is to confirm that each inspector is conducting accurate and complete inspections, and to ensure consistency among Pensacola Housing inspectors in applying HQS.

The number of quality control inspections to be completed is determined by HUD SEMAP standards for indicator #5, described in the HUD Housing Choice Voucher Guidebook. Pensacola Housing uses the guidelines for a voucher program administering more than 2,000 vouchers. Specifically, HUD requires that a baseline of 30 quality control inspections be conducted each calendar year, plus 1 additional inspection for every 200 vouchers over 2,000 that were under HAP contract at the end of Pensacola Housing's previous fiscal year.

The sample of units selected for quality control inspections will include units with initial or annual or biennial inspections completed within the prior 3 months, as well as a cross-section of neighborhoods, unit types, and inspectors who completed the prior inspection.

13.8 Additions to the HQS Acceptability Criteria

In addition to the acceptability criteria defined in 24 CFR 982.401, Pensacola Housing's HQS standards also include the additional acceptability criteria defined below.

All utilities must be in service prior to any inspection, including an initial inspection. If the utilities are not in service when the inspector arrives, the inspector will notify the owner to have the utilities turned on and to contact the Housing Department to reschedule the inspection.

All appliances that are provided according to the lease or that are installed in the unit at lease-up must be in operating order.

If the tenant is responsible for supplying the refrigerator, Pensacola Housing will allow the refrigerator to be placed in the unit after the unit has passed all other HQS items without requiring a re-inspection.

All tenant-paid utilities must be solely for the use of the tenant. If the owner retains use of any portion of the property (for example, a storage shed), the owner-retained portion must have an independent utility source paid by the owner, or the owner must pay all of the applicable utilities. The owner may opt to disconnect the utility to the owner-retained portion of the property.

Street numbers shall be displayed on buildings, as required by the Pensacola Code of Ordinances [11-4-153] and the Escambia County Code of Ordinances [86-36(1) and (2)]. Apartment letters or numbers shall be displayed in a conspicuous place, in a contrasting color for easy identification.

Dead bolt or dead latch locks on exterior doors of the unit shall be constructed so that they may be opened from inside without use of a key.

Bars, grilles, grates, or similar devices may be installed on bedroom windows and exterior doors, only if such devices are equipped with release mechanisms that are operable from the inside without the use of a key or special knowledge or effort. If more than one window is present in a bedroom, then bars only need to be removed, or equipped with a release mechanism that is operable from the inside, on one window, which will allow for safe egress from the room.

In addition, Pensacola Housing has received HUD approval to require the following additional acceptability criteria:

1. Owners will be required to scrape peeling paint and repaint all surfaces cited for peeling paint with 2 coats of non-lead-based paint.
2. Adequate heat shall be considered to be 68 degrees.
3. In units where the tenant must pay for utilities, each unit must have separate metering device(s) for measuring utility consumption.
4. A ¾" overflow pipe must be present on the hot water heater safety valves and installed down to within 6 inches of the floor.
5. All units will comply with City Building Codes, as adopted by the City of Pensacola.

13.9 Owner and Family Responsibilities for HQS [24 CFR 982.404]

Pensacola Housing generally holds the owner responsible for maintaining a unit in a condition consistent with HQS, except in the following instances:

1. Tenant-paid utilities are not in service;
2. Family fails to provide or maintain family-supplied appliances;

3. The unit has sustained damages, beyond normal depreciation or normal wear and tear, since the last time the unit received a passed HQS inspection during the current family's tenancy.

As per Section 8.d.2 of the HUD-required Tenancy Addendum to the lease, the owner has good cause to terminate the tenancy if the family causes destruction to the property or has living or housekeeping habits that cause damage.

It is the owner's responsibility to enforce the lease, up to and including eviction, should that prove necessary. As per Section 8.f of the Tenancy Addendum, evictions of assisted tenants must occur by court action. In most cases, Pensacola Housing will automatically terminate both the HAP contract and the assistance of any family who was lawfully evicted from a unit while an active HAP contract was in place.

13.10 Timeframes for Corrections of HQS Fail Items

The following are the standard time frames for repair of HQS fail items that appear on an annual, biennial, quality control, or by-request inspection reports.

1. Emergency repair items are defined below and must be corrected within 24 hours.
2. Utilities must be reconnected within forty-eight (48) hours.
3. Repair of refrigerators, range and oven, or a major plumbing fixture supplied by the owner must be completed within 72 hours.
4. Minor repairs must be completed within 30 days.

13.11 Emergency Fail Items [24 CFR 982.404(a, 3)]

The following items are considered emergency items that need to be corrected within 24 hours, or HAP will be abated:

1. No hot or cold water;
2. No electricity;
3. Inability to maintain adequate heat;
4. Major plumbing leak;
5. Natural gas leak;
6. Broken lock(s) on first floor doors or windows;
7. Broken windows that allow weather elements into the unit;
8. Electrical outlet smoking or sparking;
9. Exposed electrical wires that could result in shock or fire;
10. Non-functioning smoke detectors;
11. Unusable toilet when only one toilet is present in the unit;
12. Security risks such as broken doors or windows that would allow intrusion;
13. Other conditions that pose an immediate threat to health or safety.

13.12 Lead-Based Paint Regulations [24 CFR Part 35]

In compliance with HUD's lead-based paint regulations, Pensacola Housing is committed to ensuring that units are free from lead hazards before they enter the HCV program.

Federal lead-based paint requirements apply to homes built before 1978 that are occupied, or intended to be occupied, by a child under age six.

Pensacola Housing's HQS inspectors are certified by HUD to conduct visual LBP assessments, which will be done during HQS inspections.

Defective painted surfaces will be identified and it will be determined whether HUD's De Minimis levels are met.

13.12.1 De Minimis Levels

De Minimis levels are defined as:

- 20 square feet on exterior surfaces.
- 2 square feet on an interior surface in a single room or interior space; or
- 10 percent of individual small components (e.g., window sills) on the interior or exterior.

13.12.2 If Defective Surfaces are Less than De Minimis Levels

If defective painted surfaces are found during the HQS inspection and they are less than the De Minimis levels:

- Pensacola Housing will notify the owner and applicant/participant in writing that the unit failed the inspection.
- No clearance test is required.
- Pensacola Housing will re-inspect the unit and pass if the repair (along with any other required repairs) is completed.

13.12.3 If Defective Surfaces Exceed De Minimis Levels

If defective painted surfaces are found during the HQS inspection and they exceed the De Minimis levels:

- Pensacola Housing will notify the owner and applicant/participant in writing that the unit failed the inspection, and of the following requirements.
- The owner must provide proof that repairs are completed by a **trained** and/or **certified** person following Safe Work Practices. This person must have successfully completed the "Remodeler's and Renovator's Lead-Based Paint Training Course" or the "Safe Work Practices Training Course" approved by HUD.
- The owner must ensure work is completed using Lead Safe Work Practices.

- The owner must provide Pensacola Housing with a passed lead clearance test from a Florida Licensed Lead Risk Assessor, Lead-based Paint Inspector, or Lead Clearance Technician.

13.12.4 Time Frame for Compliance when Clearance is Required

For New Unit inspections, the owner will have up to 15 days from the inspection date to provide a “passed” clearance test. All repairs must be completed prior to the execution of a HAP contract. If the owner declines to proceed with repairs, or does not complete them within the specified time frame, the RTA will be denied, and the applicant will be contacted and provided with the opportunity to select a different unit.

For annual, biennial, quality control, and complaint inspections, the owner will have up to 30 days from the inspection date to provide a “passed” clearance test, following the guidelines in Section 13.12.3. Any requests for an extension for reasonable cause must be submitted in writing prior to the due date for repairs.

13.13 Reinspection Fees for Annual and Biennial Inspections [24 CFR 982.405 (f), Pensacola Code of Ordinances Section 7-14-5]

In 2016, HUD published a Final Rule authorizing PHAs to collect a reasonable fee under the following circumstances:

1. If an owner stated that a deficiency had been fixed but during reinspection the deficiency is found to persist; or
2. If a reinspection conducted after the expiration of the timeframe for repairs reveals that the deficiency persists.

In accordance with City of Pensacola Code of Ordinances Section 7-14-15, Pensacola Housing will charge landlords a fee of \$50 each time one of these scenarios occurs during a revisit on an Annual or Biennial inspection. Fees collected under this policy will be included in Pensacola Housing’s administrative fee reserve and will be used only for activities related to the provision of Section 8 Tenant-Based Rental Assistance.

The owner may not pass this fee along to the family. For owners with active HAP contracts in place, Pensacola Housing will enter reinspection fees as a negative disbursement on the next regularly scheduled electronic funds transfer. Owners who do not have an active HAP contract in place will be required to pay all reinspection fees due before Pensacola Housing will schedule another inspection appointment, or accept a new RTA, from the owner. Inspection fees may be paid by check or money order.

13.13.1 Inspection Types Not Eligible for Fees

Reinspection fees will not be collected for the following inspection types, even when the inspection visit results in a failed inspection report:

- New Unit/Initial inspections and revisits

- Quality Control inspections and revisits
- Complaint inspections and revisits
- Courtesy revisits that were automatically scheduled by Pensacola Housing as part of the Inspection Report
- Revisits scheduled by the tenant

13.13.2 Inspection Types Eligible for Fees

Reinspection fees will be collected for the following inspection types that result in a failed inspection report:

- For Annual and Biennial inspections, revisits scheduled by the landlord that show one or more of the cited deficiencies remains uncorrected; and
- For Annual and Biennial inspections, revisits that occur after HQS abatement has started that show one or more of the cited deficiencies remains uncorrected

13.13.3 Scheduling Reinspections for Annual and Biennial Inspections

To ensure compliance with the reinspection fee policy, for Annual and Biennial inspections, Pensacola Housing will only accept reinspection requests from the landlord, not from the tenant. The landlord will be responsible for informing the tenant about the appointment.

13.14 Abatement of the HAP [24 CFR 982.453 (b)]

When Pensacola Housing determines that a unit on the program fails to meet HQS and the owner fails to make the necessary repairs within the time frame specified, Pensacola Housing will abate (cease) the Housing Assistance Payment to the owner.

If a unit fails an annual, biennial, quality control, or complaint inspection, the owner will be sent a written inspection report and pre-abatement notice that identifies:

1. The fail items that must be corrected for Housing Assistance Payments to continue;
2. The date of the pre-scheduled re-inspection; and
3. The time frame required to repair fail items without abatement.

If all fail items are not corrected within the time frames specified, abatement of the HAP payment will begin on the first of the month following the expired time frame and continue until the unit receives a passed inspection, or the contract terminates.

Pensacola Housing may deduct amounts overpaid for abated properties from subsidy payments for other properties of the owner that are assisted by the program.

Under no circumstances can the tenant be held responsible for Pensacola Housing's portion of rent that is abated for HQS noncompliance. An owner's attempt to collect abated HAP from the tenant, or to start eviction proceedings based on non-payment of the HAP, will be considered a violation of the HAP contract and of the Federal False Claims Act.

If the only remaining fail items are tenant-caused items, HAP will not be abated. Instead, the family will be sent a Notification of Pending Termination, based on violation of family obligations.

13.15 Termination of HAP Contract for HQS Violations

If a unit fails an annual, biennial, quality control, or complaint inspection, and all fail items are not corrected within the time frames specified, Pensacola Housing will send the owner and the family a notice that the HAP contract will be terminated for failure to maintain HQS, and give the effective date of the termination.

If all remaining fail items are the owner's responsibility, the effective date of termination will be sufficient to give the family at least a 30-day notice to move, coinciding with the end of the month.

If any uncorrected fail items are the tenant's responsibility, program participation will be terminated along with the HAP contract. The family will have the opportunity to request an informal hearing.

If the unit passes a re-inspection during the abatement period, payment will resume on the day the unit passes inspection. No retroactive payments will be made to the owner for the period of time the HAP was abated.

13.16 HQS for Reasonable Modifications

Modifications or adaptations to a unit provided as an accommodation for a household member with a disability must meet all applicable Housing Quality Standards. Extension for repair items not required by HQS will be granted for modifications/adaptations to the unit if agreed to by the tenant and owner. Pensacola Housing will allow execution of the HAP contract if the unit meets all requirements and the modifications do not affect the livability of the unit.