

## Chapter 4: Applications, Waiting List and Tenant Selection

### 4-III.C. Selection Method - Local Preferences

**Addition to “Transitions”:** ...Additionally, under this category, the PHA will offer a preference to households currently utilizing a Mainstream Program voucher in the PHA’s jurisdiction when the above criteria is met and the household has agreed, in writing, to transition to a “Regular” Housing Choice Voucher.

#### **Rationale for Change:**

The PHA would like the ability to transition Mainstream voucher holders to a traditional voucher to increase our options when responding to client requests and managing funding for the HCV and Mainstream programs.

## Chapter 8 From: HQS & Rent Reasonableness To: NSPIRE & Rent Reasonableness

### 8-I.D. (formerly 8-I.C.) ADDITIONAL LOCAL REQUIREMENTS

**Removed:** Thermal Environment and Clarifications of HUD Requirements

**Added (re: Variations):** The PHA has not requested any HUD-approved variations to NSPIRE standards.

#### **Rationale for Change:**

The removed policies are no longer required to be included in the PHA’s plan. The PHA does not see the need to request any variations to NSPIRE standards due to the associated administrative burdens.

### 8-I.E. (formerly 8-I.D.) LIFE-THREATENING CONDITIONS

**Removed:** Policy listing life-threatening conditions.

**Added:** In addition to those listed under the NSPIRE standards, the following are considered life-threatening conditions: Utilities not in service, including no running hot water

#### **Rationale for Change:**

HUD previously required the PHA to define life-threatening conditions in the administrative plan. The NSPIRE standards now describe those conditions which are considered life-threatening and must be corrected within 24 hours. However, PHAs may add additional deficiencies which the PHA considers life-threatening provided they are described in the administrative plan.

### 8-II.B. INITIAL INSPECTION

#### **Approving Units Using Alternative Inspections**

**From:** The unit must pass the initial inspection on or before the effective date of the HAP contract. The PHA will not rely on alternative inspections and will conduct an initial inspection for each unit prior to executing a HAP contract with the owner.

**To:** The PHA may rely on alternative inspections only when the inspection occurred within the last 60 days and both the property and unit received a passing score. The alternative inspection must have been completed by HUD or the PHA under NSPIRE or NSPIRE-V protocol and the results must be provided to the PHA and kept on file.

#### **Rationale for Change:**

The PHA feels that any available time-saving measures can and should be taken when permitted by HUD as long as they meet all requirements and remain in the best interest of the client. While HUD permits alternative inspections up to 24 months old to be used, the PHA feels that this amount of time is excessive and allows for too many variables.

### 8-II.C. PERIODIC INSPECTIONS

**From:** The PHA will not rely on alternative inspection standards.

**To:** The PHA may rely on alternative inspections only when the inspection occurred within the last 60 days and both the property and unit received a passing score. The alternative inspection must have been completed by HUD or the PHA under NSPIRE or NSPIRE-V protocol and the results must be provided to the PHA and kept on file.

#### **Rationale for Change:**

The PHA feels that any available time-saving measures can and should be taken when permitted by HUD as long as they meet all requirements and remain in the best interest of the client. While HUD permits alternative inspections up to 24 months old to be used, the PHA feels that this amount of time is excessive and allows for too many variables.

#### **8-II.D. INTERIM INSPECTIONS**

*Added: The PHA will not rely on alternative inspections for Interim Inspections.*

##### **Rationale for Change:**

The PHA feels that allowing any prior inspection would not be appropriate in the event an interim inspection is requested and/or required due to the circumstances surrounding the need for the inspection.

#### **8-II.E. SUPERVISORY QUALITY CONTROL INSPECTIONS**

##### **Notification of Corrective Actions**

*Policy removed.*

##### **Rationale for Change:**

Policy is also listed in the next section.

#### **8-II.F. INSPECTION RESULTS AND RE-INSPECTIONS FOR UNITS UNDER HAP CONTRACT**

##### **Notification of Corrective Actions**

*From:* ...At the PHA's discretion, a Certification of Completed Repairs form may be used by the management company/owner to certify corrections of non-emergency HQS failed items that are the owner's responsibility to fix. The PHA inspector will determine if a Certification of Completed Repairs is acceptable for the items in a failed condition. When appropriate, the owner will receive notification of failed items and a Certification of Completed Repairs to be completed. After the repairs are completed, the owner must complete the Certification of Completed Repairs or provide other written documentation providing all required information indicating the HQS violation(s), description of the work done and the date of completed repairs. Both the owner and the head of household must sign and date the Certification of Completed Repairs Form when used. When other documentation is provided via email, the household should be copied on the owner's submission to the PHA.

The owner is responsible for returning the Certification of Completed Repairs to the PHA via mail, email or online portal before the corrective deadline in order to avoid interrupted or abated Housing Assistance Payments (HAP). If the owner cannot obtain the head of household's signature on the Certification of Completed Repairs, the owner must request a re-inspection by contacting the inspector. Inspections must be requested prior to the correction deadline to avoid interruption or abatement of HAP. The PHA inspection staff will use their discretion to determine whether to accept the Certification of Completed Repairs or re-inspect the unit. Re-inspections will be scheduled when emergency or health/safety items fail HQS or if more than five nonemergency items fail HQS. If an Owner prefers not to use the Repair Certification or provide an equal document, they should contact the inspector to set up a re-inspection appointment.

*To: ...The PHA will not withhold assistance payments upon notification of the deficiencies to the owner....*

##### **Rationale for Change:**

Policy modified to meet NSPIRE changes and to remove excess language regarding a Certification of Completed Repairs.

##### **Re-Inspections**

*From:* The PHA will conduct a re-inspection when required or requested upon notification from the owner that all deficiencies have been corrected, which must occur prior to the end of the corrective action period. The PHA may also require a reinspection when conflicting or insufficient information is provided.

The family or 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, the PHA will send a notice of abatement to the owner in accordance with PHA policies. If the PHA is unable to gain entry to the unit in order to conduct the scheduled re-inspection, the PHA 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 Chapter 12. The PHA may utilize a proxy in conducting remote video inspections (RVI).

*To:* The PHA will conduct a reinspection when required or requested upon notification from the owner that all

deficiencies have been corrected, which must occur prior to the end of the corrective action period. The PHA may also require a reinspection when conflicting or insufficient information is provided. The family and/or owner will be given reasonable notice of the reinspection appointment. If the deficiencies have not been corrected by the time of the reinspection, the PHA will initiate abatement and/or termination where appropriate, as detailed in the original notice of deficiencies. If the PHA is unable to gain entry to the unit in order to conduct the scheduled reinspection, the PHA 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 Chapter 12. Photos and other documentation of repairs may be accepted in lieu of a reinspection. The PHA may utilize a proxy in conducting remote video inspections (RVI).

#### **Rationale for Change:**

Policy modified to match the PHA's updated process regarding the inclusion of abatement information in the original notice of deficiencies and practice of accepting photos/other documentation in lieu of a physical re-inspection.

### **8-III.D. PHA RENT REASONABLENESS METHODOLOGY**

#### **How Market Data is Collected**

**From:** The PHA will collect and maintain data on market rents in the PHA's jurisdiction. Information sources may include newspapers, realtors, market surveys, inquiries of owners, rental units registered with the local housing department, and other available sources. The data will be maintained by bedroom size and market areas. Market areas may be defined by zip codes, census tract, neighborhood, and identifiable natural or man-made boundaries. The data will be updated on an ongoing basis and rent information that is more than 12 months old will be eliminated from the database.

**To:** *The PHA will collect and maintain data on market rents in the PHA's jurisdiction. Information sources include "for rent" websites, newspapers, realtors, market surveys, inquiries of owners and other available sources. The data will be maintained by bedroom size and market areas. Market areas may be defined by zip codes and census tracts. The data will be updated as needed on an ongoing basis and the most recently available information at the time the comparison is completed will be used.*

#### **How Market Data is Collected**

**From:** The rent for a unit proposed for HCV assistance will be compared to the rent charged for comparable units in the same market area. The PHA will develop a range of prices for comparable units by bedroom size within defined market areas. Units proposed for HCV assistance will be compared to the units within this rent range. Because units may be similar, but not exactly like the unit proposed for HCV assistance, the PHA may make adjustments to the range of prices to account for these differences. The adjustment must reflect the local market. Not all differences in units require adjustments (e.g., the presence or absence of a garbage disposal may not affect the rent in some market areas). Adjustments may vary by unit type (e.g., a second bathroom may be more valuable in a three-bedroom unit than in a two-bedroom). The adjustment must reflect the rental value of the difference—not its construction costs (e.g., it might cost \$20,000 to put on a new roof, but the new roof might not make any difference in what a tenant would be willing to pay because rental units are presumed to have functioning roofs)...

**To:** *The rent for a unit proposed for HCV assistance will be compared to the rent charged for comparable units in the same market area. The PHA will develop a point-system for comparable units by bedroom size and structure type within defined market areas. Point values take into consideration available amenities, in addition to location, bedroom size, and structure type. Units proposed for HCV assistance will be compared to at least 3 units within 50 points of the proposed unit. Because there may not be a sufficient number of units within the reviewed zip code, the PHA may make adjustments to the reviewed market area to obtain a sufficient number of comparable units. However, the PHA will take into consideration the town/city the unit is in and will not, for example, compare a unit located within a large city to a unit located in a small town...*

#### **Rationale for Changes:**

Policies modified to reflect current technology and software used.

## **Chapter 17: Project-Based Vouchers**

### **17-VII.C. MOVES – Family Right to Move**

**From:** “If a family requests a tenant-based voucher and then is unable or unwilling to move once the PHA offers the family a tenant-based voucher, the family’s name will be removed from the list. The family may resubmit a new request to move at any time... If family’s search term (and any extensions) expires, the PHA must issue the voucher to the next eligible family. The family’s name will be removed from the priority list and the family will be able to resubmit a request at a later time.”

**To:** “If a family requests a tenant-based voucher and then is unable or unwilling to move once the PHA offers the family a tenant-based voucher, the family’s name will be removed from the list. Only one opportunity for a tenant-based voucher will be provided... If family’s search term (and any extensions) expires, the PHA must issue the voucher to the next eligible family. The family’s name will be removed from the list.”

### **Rationale for Change:**

The full policy language conflicts at times and can be misinterpreted. The associated regulation requires only a singular opportunity for a tenant-based voucher to be offered, so this is being made clear in our policy as well. Continuously offering opportunities regardless of the stage of application or interest of the client increases staff burden unnecessarily. This change will be made very clear in the program Briefings and it will be reiterated that a client should only put in their request when they are able and willing to utilize the voucher.

### **Glossary**

**The following modifications were made due to new references in the updated plan.**

#### **A. ACRONYMS USED IN THE HOUSING CHOICE VOUCHER (HCV) PROGRAM**

**Removed:** HQS – Housing quality Standards

**Added:** NSPIRE – National Standards for the Physical Inspection of Real Estate

#### **B. GLOSSARY OF SUBSIDIZED HOUSING TERMS**

(Modified)

**From: Overcrowded.** A unit that does not meet the following HQS space standards: (1) Provide adequate space and security for the family; and (2) have at least one bedroom or living/sleeping room for each two persons.

**To: Overcrowded.** A unit that does not have at least one bedroom or living/sleeping room for each two persons.

**From: Unit.** Residential space for the private use of a family. The size of a unit is based on the number of bedrooms contained within the unit and generally ranges from zero (0) bedrooms to six (6) bedrooms.

**To: Unit.** Under NSPIRE, a unit (or “dwelling unit”) of HUD housing refers to the interior components of an individual unit. Examples of components included in the interior of a unit may include the balcony, bathroom, call-for-aid (if applicable), carbon monoxide devices, ceiling, doors, electrical systems, enclosed patio, floors, HVAC (where individual units are provided), kitchen, lighting, outlets, smoke detectors, stairs, switches, walls, water heater, and windows.

**Removed: Living/sleeping room** A living room may be used as sleeping (bedroom) space, but no more than two persons may occupy the space. A bedroom or living/sleeping room must have at least one window and two electrical outlets in proper operating condition. See HCV GB p. 10-6 and 24 CFR 982.401.

**Added: Inside.** Under NSPIRE, the inside of HUD housing (or “inside area”) refers to the common areas and building systems that can be generally found within the building interior and are not inside a unit. Examples of “inside” common areas may include, basements, interior or attached garages, enclosed carports, restrooms, closets, utility rooms, mechanical rooms, community rooms, day care rooms, halls, corridors, stairs, shared kitchens, laundry rooms, offices, enclosed porches, enclosed patios, enclosed balconies, and trash collection areas. Examples of building systems include those components that provide domestic water such as pipes, electricity, elevators, emergency power, fire protection, HVAC, and sanitary services; **Life-Threatening deficiency.** Under NSPIRE, the life-threatening category includes deficiencies that, if evident in the home or on the property, present a high risk of death or severe illness or injury to a resident; **Low deficiency.** Under NSPIRE, deficiencies that are critical to habitability but not do not present a substantive health or safety risk to the resident; **Moderate deficiency.** Under NSPIRE, this includes deficiencies that, if evident in the home or on the property, present a moderate risk of an adverse medical event requiring a healthcare visit; cause temporary harm; or, if left untreated, cause or worsen a chronic condition that may have long-lasting adverse health effects; or that the physical security or safety of a resident or their property could be compromised; **National Standards**

*for the Physical Inspection of Real Estate.* HUD's housing inspection approach. NSPIRE is a single inspection standard for all units under the Public Housing, HCV, Multifamily, and Community Planning and Development (CPD) programs. NSPIRE's focus is on the areas that impact residents the most, such as the dwelling unit; **Outside.** Under NSPIRE, outside of HUD's housing (or "outside areas") refers to the building site, building exterior components, and any building systems located outside of the building or unit. Examples of "outside" components may include fencing, retaining walls, grounds lighting, mailboxes, project signs, parking lots, detached garage or carport, driveways, play areas and equipment, refuse disposal, roads, storm drainage, non-dwelling buildings and walkways. Components found on the exterior of the building are also considered outside areas, and examples may include doors, attached porches, attached patios, balconies, car ports, fire escapes, foundations, lighting, roofs, walls, and windows; **Severe deficiency.** Under NSPIRE, the severe category includes deficiencies that, if evident in the home or on the property, present a high risk of permanent disability, or serious injury or illness, to a resident; or the physical security or safety of a resident or their property would be seriously compromised.