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Transitions to Community Living Initiative Voucher Guide for Owners

About the Initiative

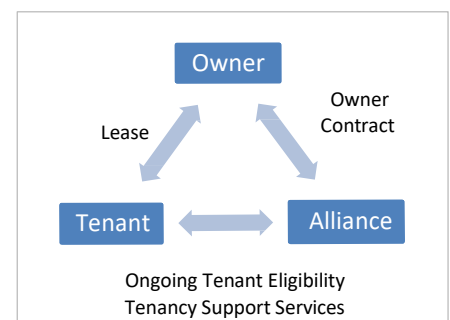
The Transitions to Community Living Initiative (TCLI) is the result of the State of North Carolina entering into a settlement agreement with the United States Department of Justice (USDOJ) on August 23, 2012. The purpose of this agreement is to assure that persons with mental illness are allowed to reside in their communities in the least restrictive settings of their choice. The North Carolina Department of Health and Human Services (DHHS) and the North Carolina Housing Finance Agency (NCHFA), along with statewide Managed Care Organizations (MCO) like Alliance Behavioral Healthcare are the administrators for the initiative.

The TCL Initiative includes the Transition to Community Living Voucher (TCLV). The voucher program provides an opportunity to bring high-quality affordable housing to individuals throughout Durham, Wake, Cumberland and Johnston counties. By partnering with Alliance, property owners around our region have received the benefit of timely subsidy payments and superb customer service, and have made a valuable contribution to our mission to make housing part of a holistic healthcare strategy. The TCLV program provides direct rent subsidy payments, excellent administrative oversight, and direct contact with Alliance staff to ensure superior customer service. We offer a higher level of responsiveness and greater oversight than other rent subsidy programs. Alliance staff work in partnership with property owners throughout tenancy to ensure success, and troubleshoot any issue that arises. Property owners can receive holding fees and can utilize our Special Claims in the event of damages or vacancies.

Tenant Supports In the program, DHHS transition staff work with eligible participants to assess their healthcare and housing needs, plan their transition, apply and move to an approved rental unit, as well as oversee the coordination of their long term care. Aside from rental assistance, program funds are available to assist tenants with security deposits, moving expenses, setting up utilities, and other transition related expenses. While leased with the program, tenants and landlords receive support from Alliance's staff of Housing and Tenancy Specialists who are responsible for assisting with housing related issues.

Tenancy supports may include:

- Assistance accessing and finding housing (assistance filling out rental applications, setting up utilities, setting up the unit, etc.)
- Crisis prevention and intervention
- Skills training for maintaining a home and communicating with landlords
- Linking tenants to education, employment, and other community supports.



Housing Assistance The program is a tenant-based subsidy program which provides rental assistance to eligible individuals. Tenants pay a portion of their gross income toward monthly housing costs (rent plus utilities if the lease requires tenant paid utilities). As the subsidy administrator, Alliance is responsible for determining owner and unit eligibility and the amount of assistance needed; coordinating the unit inspection; approving participants for a subsidy; granting leasing approval, paying housing assistance to owners, and providing ongoing subsidy administration throughout each tenant's occupancy.

Landlord Participation Participating landlords enter into a standard lease with the tenant and into a separate Owner Contract with Alliance establishing terms under which rental assistance will be continually provided. Landlords receive a portion of the rent directly from the tenant and a portion from Alliance, called the “Housing Assistance Payment” (HAP). Participating landlords may screen prospective tenants using nondiscriminatory screening processes; and they must permit initial, routine and periodic housing inspections; notifying Alliance Housing Staff if/when concerns arise with the tenant. Owners must maintain the unit in a manner that meets Housing Quality Standards (HQS); enforcing their lease; and notifying Alliance regarding changes in lease terms or ownership.

How it Works: The Leasing Process

Prospective tenants locate housing in the private market with the help of Transition Coordinators and housing search specialists. After an owner has screened and approved a tenant for their unit, the tenant and Landlord submit a Request for Lease (RFL) form to Alliance. The Request for Lease includes eligibility information about the owner and unit and certifies that the landlord and tenant have agreed to enter into a lease agreement upon receiving approval.

Owner & Unit Eligibility The Request for Lease will be approved if the following conditions are met:

- The prospective unit is not located in a building or development where over 20% of its units are occupied by tenants with special needs or disabilities.
- The rent and security deposit set by the owner is comparable to rent collected on similar, unassisted units.
- The owner is not ineligible for HUD or State programs due to misuse of funds or other serious violations.
- The owner is current on the mortgage, property taxes, and insurance associated with their unit.
- The owner does not have a relationship with the prospective tenant and is not providing services to them.*

The Inspection Process Prospective units must meet HUD’s Housing Quality Standards both before the landlord and tenant are given leasing approval (“initial inspection”) and throughout the tenant’s occupancy in order for the Owner to continue receiving Housing Assistance Payments. Units that have passed a Housing Quality Standards (HQS), Uniform Physical Condition Standard (UPCS), or local code enforcement inspection within the past 12 months may be exempt from the initial inspection if owners provide evidence of that prior inspection and certify the property meets HQS. Other units/properties will be scheduled for an inspection immediately and should be ready at the time the Request for Participation is submitted. Owners must make their properties available to program inspectors on an ongoing basis for annual and periodic inspections. To learn more, landlords should review the attached, “**Housing Quality Standards, Inspection Policy and FAQ.**”

The Owner Contract & Ongoing Administration Once the above criteria are met, the owner and tenant will be contacted for approval to sign the Owner Contract and Tenant Lease. Upon submitting a copy of the lease Alliance and signing the Owner Contract, the first HAP will be issued, retroactive to the first day of the tenant’s lease. Bi-annually, Alliance will re-certify tenants’ program eligibility, possibly resulting in changes to the amount of HAP or Tenant Rent due. Owners will be notified of any changes in writing prior to the change taking effect. Owners are also expected to submit written requests to Alliance to receive prior authorization to changes in contract rental amounts and ownership, as cited in the Owner Contract.

*Special exceptions to program rules may be granted in the form of a waiver. Speak to a Housing Specialist to learn more.

Benefits for Landlords

Alliance seeks to make participation easy for landlords and the leasing process as smooth as possible. Monthly Housing Assistance Payments are issued to landlords by direct deposit on the first of the month. Our Housing Staff are available to answer questions and walk owners through the leasing process and required paperwork and Tenancy Support Specialists are available to respond to any concerns that arise for owners or tenants

Frequently Asked Questions:

Q: *Can my property manager handle the whole leasing process for me?*

A: Yes! By submitting a copy of your property management agreement with your Request for Lease, we can complete the remaining paperwork with your property manager as the primary point of contact.

Q: *Who is responsible for paying the security deposit?*

A: If the tenant is in need of financial assistance, the security deposit may be issued by Alliance along with the first HAP payment or by another agency providing services to the tenant. Otherwise, the payment will come from the tenant.

Q: *Can I use my standard lease?*

A: Yes. Your lease is the guiding document that governs the relationship between you and your tenant. You may use your standard lease as long as it has a term of at least one year and is compliant with federal and state fair housing laws and does not exclude tenancy rights required by law.

Q: *If I am having problems with my tenant, who do I call?*

A: Call Alliance Housing Staff at (919) 651-8628 and at (919) 651-8756.

Q: *Once we submit the Request for Participation, how long will it take for me to receive approval to lease?*

A: The expected wait time will vary depending on a variety of factors including ease of communication with owners and tenants; timely receipt of required documents listed in the Request for Lease; and the unit inspection results. Our goal is to complete the process within 2 weeks. You can help the process by keeping Alliance up to date with your latest contact information and by reading all program information and completing forms thoroughly before turning them in.

Q: *Can I opt OUT of direct deposit and receive checks by mail?*

A: Yes. While it is Alliance's preference to ensure payments via direct deposit, paper checks can be issued instead.

Q: *If my tenant plans to move into my unit in the middle of the month- when should I expect payment?*

A: You will receive a pro-rated HAP by the end of the initial month, dated retroactively to the lease effective date.

Q: *My tenant has requested that I modify my unit to accommodate their medical needs. What are my responsibilities as a prospective and/or current landlord?*

A: Federal law gives people with disabilities the right to reasonable accommodations (a change in policy or procedure) and reasonable modifications (physical change to the unit to make it accessible) both prior to and during their occupancy. Under the Fair Housing Act, a housing provider cannot deny or restrict access to housing because a request for a reasonable accommodation or modification is made. All owners, their agents, and property managers should learn about the rights of tenants with disabilities and their responsibilities as landlords by reviewing the attached document called, ***Fair Housing, Reasonable Accommodation and Modifications***.

Q: *Will Alliance require that a reasonable modification request was completed at my initial HQS inspection?*

The tenant's Transition Coordinator and/or Tenancy Support Specialist will work with the tenant and landlord to determine the timetable for making modifications. Modification requests will not be handled or monitored by HQS inspection staff unless the modification causes a HQS violation.

Q: ***Does my tenant's live-in aide need to be included on the lease?***

Live-in aides do not need to be included in a tenant's lease agreement. It is up to the tenant and the aide to determine how the household would like to be listed. Landlords should however, grant building access to live-in aides as a reasonable accommodation.

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North Carolina Supportive Housing Program **FAIR HOUSING, REASONABLE ACCOMMODATION & MODIFICATIONS**

About Fair Housing Law

The federal Fair Housing Act prohibits the denial of housing to a person based on the person's membership in one or more of the classes protected under the Act. The protected classes are **race, color, religion, national origin, sex, familial status, and disability**. State or local government may enact fair housing laws that extend protection to other groups as well. For example, the North Carolina Fair Housing Act includes a stipulation that it is an unlawful discriminatory practice to discriminate in land-use decisions or in the permitting of development based on protected classes OR the fact that a development or proposed development contains affordable housing units. Landlords are encouraged to research laws in their municipality to learn of local stipulations which supplement those mentioned in resources covering state and federal law.

Fair Housing and People with Disabilities

Under the law, a person is disabled if he or she has a physical or mental disability that affects a major life activity, has a record of having such a disability, or is regarded as having a disability. Examples of disabilities are: hearing, mobility or visual impairments; chronic mental illness; dementia; AIDS/HIV; developmental disabilities; alcoholism and past drug use. The federal Fair Housing Act and North Carolina State Fair Housing Act as they relate to tenants with disabilities prohibit the following actions:

1. Discrimination in the rental of housing because of a handicap or disability of the renter or of a household member or person associated with the renter;
2. Discrimination in the terms or conditions of rental or in the provisions of services or facilities because of a handicap or disability of the renter;
3. Inquiries to determine whether a person seeking to rent a dwelling unit has a disability; and
4. Discriminatory advertising.

Federal law also gives people with disabilities the right to request reasonable accommodations and reasonable modifications. These rights enable people with disabilities to take full advantage of the same housing opportunities as others.

What is a Reasonable Accommodation?

A reasonable accommodation is a minor change in procedure or policy that enables a person with a disability equal opportunity to live in and enjoy his or her dwelling unit. The need for a reasonable accommodation may arise at the time a person is applying for housing, during the tenancy, or to avoid eviction. It is the responsibility of the tenant to ask for a specific, reasonable accommodation whenever one is needed. Some examples of reasonable accommodations made by landlords include:

- Giving an applicant additional time to submit his or her application and any required documentation;
- Approving an individual's rental application even though the individual has poor credit due to a bankruptcy filed to eliminate medical bills relating to their disability; the individual has maintained good credit since their bankruptcy.
- Allowing a person to pay the rent by mail if his or her disability makes it difficult to pay the rent in person;
- Allowing a tenant to have a live-in aide who is not on the lease to assist with daily care.

Once an accommodation is determined to be reasonable, the landlord cannot directly or indirectly impose on the tenant the expense of providing the accommodation. The landlord must bear this expense.

What is a Reasonable Modification?

A reasonable modification is a physical change in a dwelling unit or common area that enables a person with a disability to live in and fully enjoy the premises. Some examples of unit modifications are:

- Installing flashing door bells and/or fire alarms for a person with a hearing disability;
- Installing grab bars in the bathroom and/or shower;
- Installing ramps;
- Installing protective wall plastic to prevent wheelchair damage to the unit.

Making Reasonable Modifications to a Unit

Who pays for a modification?

- If the property did not receive funding from a federal source and meets the minimum accessibility requirements required by law, then the tenant can be required to pay for the modification.
- Multifamily housing built for first occupancy after March 13, 1991 must meet certain minimum accessibility and adaptability standards. If the changes needed by the tenant are necessary because the building is out of compliance, owners are financially responsible for the repairs.
- If the property was developed, even in part, with federal funds, the landlord must pay for the modification, as long as it does not cause a significant financial or administrative hardship.

In the first instance provided above, an owner may require the tenant and contractor making modifications to comply with all necessary building and architectural codes and that the unit be left in a condition acceptable to someone who doesn't need modifications. For example, if a tenant removes a cabinet below the bathroom sink to accommodate a wheelchair, the owner may require the tenant to replace it when he/she moves. However, structural changes in the unit or building that do not affect the ability of subsequent tenants to use the premises do not have to be returned to original condition. For example, if the tenant widens a doorway to accommodate a wheelchair, an owner cannot require the tenant to restore the doorway.

General Guidance for Compliance with the Law

Reasonable accommodations or modifications can be requested by a tenant at any point before or during his/her tenancy. It is the landlord's responsibility to verify that the tenant is disabled if it is not apparent, establish that the accommodation or modification is necessary, and to determine if the request is reasonable. The law does not establish any clear threshold (financial, administrative, or otherwise) for determining what constitutes as reasonable, but it does specify that landlords are not required to approve requests that would:

- Impose an undue financial burden;
- Fundamentally change their basic operation or the nature of the services provided; or
- Violate the terms of their contract or lease agreement.

Decisions involving denying a request for a reasonable accommodation or modification should be made by senior management personnel or the property owner, not a site manager. When denying a request, applicants/tenants must be given the reason for the denial and an opportunity to appeal a landlord's determination. For more compliance related guidance on general management practices and an overview of steps that should be taken once a reasonable accommodation or modification request is submitted, please consult the guide titled, "***Fair Housing for Tenants with Disabilities: Understanding Reasonable Accommodations and Reasonable Modifications***".

This document is not a comprehensive guide on fair housing and the rights of tenants with disabilities. It is not intended to serve as a substitute for legal advice. To learn more please refer to the additional resources provided below.

For more information, please review these additional resources:

- ***Fair Housing for Tenants with Disabilities: Understanding Reasonable Accommodations and Reasonable Modifications***, 2008 Updated Edition, published by the NC Department of Health & Human Services and the NC Housing Finance Agency, and School of Government at the University of North Carolina at Chapel Hill. <http://www.nchfa.com/forms/index.aspx>
- **HUD's Fair Housing Laws:** http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/FHLaws

The following agencies can be contacted for additional information and advice:

- **Fair Housing Project of Legal Aid of North Carolina** at www.fairhousingnc.org/ or contact 1(855) 797-3247.
- **HUD's Office of Fair Housing & Equal Opportunity** at: http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp

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North Carolina Supportive Housing Program (NCSHP) Housing Quality Standards & Inspection Policy

What is the purpose of Housing Quality Standards?

The goal of the North Carolina Supportive Housing Program (NCSH) is to provide “decent, safe, and sanitary” housing at an affordable cost to individuals with special needs seeking to live in a community setting. Housing Quality Standards (HQS) help the State accomplish that goal by defining “standard housing” and establishing the minimum criteria necessary for the health and safety of program tenants. In order for a unit to be program eligible and for owners to receive ongoing housing assistance payments, the interior and exterior of all participating units and their common areas must meet Housing Quality Standards.

HQS consists of the following thirteen performance requirements:

- Sanitary facilities and condition;
- Food preparation and refuse disposal;
- Space and security;
- Thermal environment;
- Illumination and electricity;
- Structure and materials;
- Indoor air quality;
- Water supply;
- Lead-based paint;
- Access;
- Site and neighborhood; and
- Smoke Detectors.

HQS dictates that every house or apartment must have at least a living room, kitchen, and bathroom. A one-room efficiency apartment with a kitchen area is acceptable; however, there must be a separate bathroom for the private use of the tenant. Generally there must be one sleeping room for every two (2) family members.

How do I know if my unit will pass inspection?

- » For a complete list of HQS inspection requirements, please refer to chapter ten (10) of HUD’s *Housing Choice Voucher Program Guidebook*, “Housing Quality Standards”. (HUD.gov)
- » Owners can also evaluate their inspection readiness by reviewing the “NCSHP- HQS Inspection Prep Checklist” and “Top Reasons Units Fail HQS Inspections” provided with this packet.

When do HQS inspections occur? HQS inspections come at three (3) different intervals.

- 1) **Initial Inspections** occur when a tenant and owner submit a Request for Lease (RFL). The unit must be ready for inspection when submitting this document. The goal is to schedule Initial inspections within two (2) days after the RFL is submitted and to conduct the inspection within five (5) business days. The unit must pass inspection before receiving subsidy approval from Alliance.
- 2) **Annual Inspections** occur once a year for housing units which are currently under lease by a NCSH family. Annual inspections ensure that NCSH housing units continue to meet HQS throughout the tenancy of the participating family. A fifteen (15) day notice of inspection will be sent approximately ninety (90) days prior to the end of the annual leasing term to both the landlord and tenant.

***Exemptions for Initial and the 1st Annual Inspections:** In the program, units may be exempt from the Initial and/or first Annual Inspection(s) if the owner can document that the unit passed a similar inspection (HQS, Uniform Physical Condition Standard, or local code enforcement inspection) within the past twelve (12) months. In this case, the owner will be asked to provide evidence that the prior inspection was conducted and required to fill out the “HQS Certification by Owner” form certifying that the unit currently meets HQS.

- 3) **Special Inspections** occur when a tenant, owner, or member of the public complains about the condition of a NCSH unit. Complaints regarding loss of essential utilities (heat, hot water, plumbing, etc.) or other conditions considered dangerous or potentially life-threatening to occupants will result in an inspection conducted within twenty-four (24) hours.

Types of Inspection Failures & Re-Inspection Procedures

A property can fail an HQS inspection for a variety of reasons, some of which are more severe than others. Regardless of the cause of the violations, the program inspectors will follow these procedures to ensure all HQS violations are rectified. There are three (3) classes of inspection failures, all of which are handled differently.

- 1) **Emergency Fail:** An emergency fail is issued when an occupied property poses dangerous or life threatening conditions that if not remedied, could quickly cause personal harm to occupants. Items that warrant an emergency inspection may include: no running water, electricity, gas, heat in winter, or hot water; natural gas leaks or fumes; major plumbing leaks or flooding (such as a sewer back up or water line breakage); no operational sanitary facilities; any electrical failure or smoking equipment, sparks or short circuits creating a fire hazard; uninhabitable units due to fire, tornado, flood, or destroyed/vandalized units that prevent a tenant from using the bathroom or kitchen; etc.
 - **Consequences:** Due to the severity of these violations, emergency inspections are scheduled within 24 hours of the reported violation. A re-inspection will automatically be scheduled within 24 hours and the violations must be corrected by the time the re-inspection occurs. If the violation is the owner’s responsibility, the Owner will be notified by telephone (if possible) followed by a written notice outlining the violation(s) and the appropriate corrective action(s). Failure to correct emergency violations in the required timeframe will result in abatement of HAP payment to the Owner. If the violation is the Tenant’s responsibility, the owner may bill the tenant for damages in accordance with the terms of the lease
- 2) **“Major” Fail:** A “major” fail is issued when there are multiple “minor” fail items, when the fail item(s) post significant hardship to the tenant, or when the issue is substantive enough to require advanced labor or expertise to repair. Examples may include: no working stove burners, no working oven, a broken window, loose handrail on stairs, etc. Whether or not fail items are considered “major” is determined by Alliance upon review of the completed inspection report.
 - **Consequences for “major” fails:** If any unit fails an inspection with “major” fail items, the inspector will provide the owner with a written notification listing the deficiencies causing the fail result, giving the owner ten (10) calendar days from the date of the notification to correct the deficiencies and contact the inspectors to schedule a re-inspection.

- **If a “major” fail is issued at Initial Re-Inspection:** If the unit fails at the 1st re-inspection for what is classified as a “major” fail, the inspector will determine whether a 2nd re-inspection is justifiable. If justifiable, the 2nd re-inspection will be scheduled. If a 2nd re-inspection is not justified or a 3rd re-inspection fails, the unit will be determined ineligible for the program and the Request for Participation will be voided.
- **If a “major” fail issued for an occupied unit at re-inspection:** If an occupied unit fails at the 1st re-inspection for what is classified as a “major” fail, the abatement process will automatically be triggered and the HAP for that unit will not be paid commencing with the first month following a 30 day notice to the owner.

3) **“Minor” Fail:** A “minor” fail item is one where the resolution to the problem is simple, affordable, and does not pose an imminent threat to the health and safety of the tenants or a significant hardship. “Minor” fails will be issued on a case by case basis. Examples may include: one broken stove burner, garbage piles on property, trash cans are not available for the tenant, unit is not clean, missing outlet covers, etc.

- **Consequences for All “Minor” Fails:** The owner will receive a letter detailing the repairs needed and requiring completion of repairs and the return of a form to Alliance within fourteen (14) calendar days certifying that the repairs have been completed in lieu of on-site re-inspection.

Tenant Caused Inspection Failures & Maintenance Issues

All HQS fails will be handled by the program’s inspectors with the same repair requirements, regardless of whether the violations were caused by the tenant or not. Landlords are encouraged to enforce their lease when tenant caused violations are reported or discovered. Emergency fails issued for an electric, gas, water or other essential utility shut off due to nonpayment by the tenant will be grounds for the tenant’s termination from the program. Alliance Housing Staff should be notified of lease violations so that assistance and coaching can be provided.

Landlords can do their part to avoid conflicts with tenants over maintenance issues by responding to tenant’s request for repairs in a timely manner, complying with the terms of the lease, and by maintaining the unit according to HQS.

Frequently Asked Questions:

Q: *If the unit has passed an inspection in the past year, but my property manager is not comfortable signing the HQS Owner Certification, may we request an on-site HQS inspection instead?*

A: Yes. If you would prefer to have an inspection instead, just let a Housing Specialist know and they will schedule the unit for inspection.

Q: *When should the property be ready for initial inspection?*

A: Your property should be ready for inspection when the Request for Lease is submitted.

Q: *Do I need to be present at the inspection?*

A: No, but you are encouraged to attend.

Q: ***Do the utilities have to be on for the inspection?***

A: Yes! It does not matter what name the utilities are under at the time, but they must be on, including the water, at the time of the inspection or the property will fail inspection.

Q: ***Can my property be inspected, or pre-approved while the current tenant still lives there?***

A: No. The property must be completely vacant, with all turnover work completed and cleaned before the inspection.

Q: ***Are all fail items cause for on-site re-inspection?***

A: All failed inspections are followed by a written letter to the landlord, citing the itemized reasons the inspection failed, citing if a re-inspection is required and the date on which it will be conducted.

Q: ***If my unit fails inspection, how much time will I get to do the repairs?***

A: Emergency fails will be re-inspected within twenty-four (24) hours. "Major" fails must be re-inspected within ten (10) calendar days and "minor" fails must be reported as fully repaired by the owner within fourteen (14) calendar days of the notice issued under each circumstance.

Q: ***How will the inspector determine if my unit justifies a third inspection if it fails the re-inspection?***

A: Both repair feasibility and the amount of time it may take to complete the repair will be taken into account, as the leasing process is time sensitive once the Request for Participation is submitted.

Q: ***What if an inspection notes tenant-caused damage?***

A: Alliance Tenancy Support Specialists are available to provide counseling to tenants and mediation services to ensure both parties understand and adhere to the lease and agree to terms of the necessary repairs. If the lease allows for damage charges, then the owner may impose them.

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North Carolina Supportive Housing Program HQS Inspection Prep Checklist

Major Areas of Unit		Questions to Ask
Mechanical Items	Electricity	1. Do all fixtures and outlets work (at least 2 outlets/room or one outlet and one light fixture/room)?
		2. Is there lighting in the common hallways and porches?
		3. Are all outlets, light switches, and fuse boxes properly wired and properly covered with no cracks or breaks in the cover plates/doors?
		4. Are light/electrical fixtures securely fastened without any hanging or exposed wires (anywhere the tenant has access)?
	HVAC	5. Have you arranged for all utilities to be on the day of the inspection?
		6. Is there adequate heat in all living spaces?
		7. Does hot water tank work?
		8. Does hot water tank have an extension pipe? Is it within 6" of floor?
		9. Do radiators function with no leaks?
Plumbing	Bathroom	10. Is the toilet securely fastened with no leaks or gaps?
		11. Does the sink have hot and cold running water, proper drainage, and no leaks?
		12. Does the bathtub/shower have hot and cold water, proper drainage, and no leaks?
		13. Is bathroom vented with either an exterior window or exhaust fan?
		14. Is bathroom free of any sewer odor or drainage problem?
		15. Do all doors lock securely?
	Kitchen	16. Does the sink have hot and cold running water, proper drainage, and no leaks?
		17. Does the stove have a hand-operated gas shut-off valve?
		18. Do all burners on the stovetop ignite, does the oven work and are all knobs present?
		19. Is refrigerator/freezer large enough for the family occupying the unit?
Interior of Unit	Wall Condition	20. Are walls free of air and moisture leaks? Large holes and cracks?
	Ceiling Condition	21. Are ceilings free of air and moisture leaks? Large holes and cracks?
	Floor Condition	22. Are floors free of weak spots or missing floorboards?
		23. Are floors free of tripping hazards from loose flooring or covering?
	Cabinetry/ Interior Doors	24. Are cabinets securely fastened to the wall?
		25. Is there space for food preparation and storage?
		26. Are all doors securely hung?
	Security	27. Is there free and clear access to all exits?
		28. Are there deadbolt locks on entry doors to the unit? Do they open with a key from the outside and a knob/latch from the inside?
		29. Are entrance and exit doors solid core?
		30. Do the first floor windows and those opening to a stairway fire escape or landing have locks?
	Health and Safety	31. If there is a fuel burning heater or appliance, fireplace, or attached garage, is there an operable carbon monoxide detector present on each level of the dwelling?

		33. Are there working smoke detectors on each level of the unit?
		34. Are smoke detectors installed in accordance with and meet the requirements of the National Fire Protection Association (NFPA) and the local and/or State Fire Marshall?
		35. Is unit free of any evidence of insect or rodent infestation inside and out?
		36. Is unit free of any evidence of mold or mildew?
		37. Does refrigerator/ freezer cool properly?
Exterior of Unit	Windows	38. Is there at least one exterior window in each bedroom and in the living room?
		39. Do windows open, close and lock properly? Are there screens in every window if the unit does not have air conditioning?
		40. Is unit free of any cracked, broken or leaky windows?
		41. Is sill no more than 44" from the ground?
		42. Are there two forms of egress present?
	Other	43. Is roof free of leaks?
		44. Are gutters clear of debris and firmly attached?
		45. Are exterior surfaces in a condition to prevent moisture leakage and rodent infestation?
		46. Is chimney secure? Is flue tightly sealed with no gaps?
		47. Is foundation sound?
		48. Are openings around doors and windows weather-tight?
		49. Are sidewalks free of tripping hazards?
Common	Stairways: Interior & Exterior	50. Are all handrails properly secured?
		51. Is a handrail present when there are 4 or more steps?
		52. Are stairs free of any loose, broken or missing steps?
		53. Are stairways free of any tripping hazards?
		54. Are there secure railings on porches, balconies, and landings 30" high or higher?
General		55. Is unit free of debris inside and outside of unit?
		56. INTERIOR AND EXTERIOR of units rented to families with children under the age of six: is the unit free of any chipping, peeling, flaking, chalking or cracking painted surfaces, including windows, window wells, door frames, walls, ceilings, porches, garages, fences or play equipment?
		57. Is unit clean and ready for move-in? MBQ must have access to all HVAC equipment and water heaters, even if it is not in the subject property.
		58. Does unit meet unique standards set forth in local building code?

TOP REASONS UNITS FAIL HQS INSPECTIONS

As an owner or landlord, you should pay particular attention to the following items when preparing your units for inspection. Review and use of this document will help you pass the HQS Inspection.

Windows

- Severe deterioration or windows allowing drafts and weather inside the unit
- Broken and missing window panes or boarded up windows
- No window in the living room; At least one window in the bedroom not operable
- Bathroom window not present or not operable when no working vent fan is present
- No locks on 1st floor or windows accessible from the ground by porches, etc.

Doors

- Lack of weather-stripping
- Inoperable locks or locks installed that require a key to open from the inside, including security doors
- Doors do not close properly, precluding lock from working

Walls and Ceiling

- Bulging plaster or wallboard, damp plaster from leaks, holes

Paint (units built before 1978 and occupied by child under age 6)

- Peeling, chipping, flaking, chalking paint on any painted surface in unit, common areas or exterior
- Rotting or deteriorated substrate under painted surface
- Check the water safety with regard to lead

Electricity

- Outlets and overhead/wall mounted fixtures that do not work or improperly installed
- Missing covers on outlets and switches. Exposed, cracked, frayed wiring or wiring not properly secured
- Electrical boxes missing knockouts or open spaces in boxes without breakers or blanks

Safety

- Missing or inoperable smoke detectors at a point centrally located in a corridor or area giving access to each separate sleeping area and on each level of unit including the basement
- Gas leaks and fumes

Floors, Decks, Porches and Exteriors

- Holes in floors allowing drafts or entry by vermin
- Tripping hazards such as protruding nails, holes in carpets
- Any unsafe condition such as sagging floors, unsafe materials, rotting wood or deteriorated tile
- Roof leaks
- Fences, garages, etc. that are unsound and have safety hazards

Plumbing Leaks

- Leaking faucets or toilets and leaks in fixture drain pipes

Appliances

- Missing appliances when provided by owner in lease
- Stoves and refrigerators that do not work or missing manual shut-off for gas range
- Stove burners that do not work, or any knobs missing
- Oven not working or oven door not closing properly

Handrails and Guardrails

- No handrails on steps with 4 or more risers
- No guardrails around decks, porches that are 30" or more inches off ground level

Water Heaters and Heating Equipment

- Unvented fuel-burning portable heating unit
- No pressure relief valve and no discharge line within 6" of ground on hot water heater. No manual shut off valves on heating and hot water equipment fired by fuel

General

- Unit, all fixtures and facilities not clean
- Trash and/or debris in yards and premises
- No screens on windows and doors when refrigerated air is not available