
Chapter 9

LEASING [24 CFR 966.4]

INTRODUCTION

It is IHA's policy that all units must be occupied pursuant to a dwelling lease agreement that complies with HUD's regulations [24 CFR Part 966]. This Chapter describes pre-leasing activities and the IHA's policies pertaining to lease execution, security deposits, other charges, and additions to the lease.

A. GENERAL LEASING POLICY

A. General Terms

1. All units must be occupied pursuant to a lease that complies with HUD's regulations.
2. The lease shall be signed by the head, spouse, and/or cohead of the household and by the Executive Director or other authorized representative of IHA, prior to actual admission. ¹.
3. If a resident participates in a transfer from one IHA unit to another, a new lease will be executed for the dwelling into which the family moves, except in the event of a temporary fire transfer.
4. If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either:
 - (a) A new lease agreement will be executed, or
 - (b) A Notice of Rent Adjustment will be executed, or
 - (c) An appropriate rider will be prepared and made a part of the existing lease.

All copies of such riders or insertions are to be dated and signed by the Resident(s) and by the Executive Director or other authorized representative of IHA.

5. Residents must advise IHA if they will be absent from the unit for more than 14 calendar days. Residents shall notify the manager, secure the unit and provide a means for IHA to contact the resident in an emergency. Failure to advise IHA of an extended absence is grounds for termination of the lease.

B. Showing Units Prior to Leasing

1. When offering units, IHA will provide the applicant with a brief property description and other information to help orient the applicant to the neighborhood and location in the property. If the offer of a unit is preliminarily accepted by the applicant, IHA will contact the applicant to set up a date to show the unit.
2. Once the unit is shown and the applicant accepts the unit, IHA will execute a lease. If the applicant refuses the unit, a signed reason for refusal should be obtained from the applicant. The form is then evaluated by IHA for a “good cause” determination.
3. No lease will have an effective date before the unit is ready for occupancy².

C. Occupancy, Additions to the Household and Visitors

1. Only those persons listed on the most recent certification form and lease shall be permitted to occupy a dwelling unit³.
 - Except for natural births to or adoptions by family members, or court awarded custody, any family seeking to add a new member must request approval in writing before the new member moves in.
 - Also included in requested approval would be situations in which a person (often a relative) comes to the unit as a visitor but stayed on in the unit because the tenant needed support⁴.
 - All persons listed on the most recent certification form and the lease must use the dwelling unit as their sole residence.
2. When a resident requests approval to add a new person to the lease, IHA will conduct pre-admission screening of any proposed new adult member to determine whether the IHA will grant such approval.

Children under the age below which Juvenile Justice records are made available, or added through a formal custody award or kinship care arrangement are still required to comply with the pre-admission screening process.

3. Examples of situations where the addition of a family or household **member is subject to screening** are:
 - Resident plans to be married and requests to add the new spouse to the lease;
 - Resident desires to add a new family member to the lease, requests a live-in aide, or take in a foster child(ren) over the age for which juvenile justice records are available;
 - A unit is occupied by a remaining family member(s) under age 18 (who is not an emancipated minor) and an adult, not a part of the original

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- household, requests permission to take over as the head of the household;
4. Residents who fail to notify IHA of additions to the household or who permit persons to join the household without undergoing screening are violating of the lease. Persons added without IHA approval will be considered unauthorized occupants and the entire household will be subject to eviction ⁵.
 5. Visitors may be permitted in a dwelling unit so long as they have no previous history of behavior on IHA premises that would be a lease violation.
 - Visits of less than one(1) day need not be reported to or approved by the Manager.
 - Visits of more than one (1) day but less than fourteen (14) days per calendar year are permitted, provided they are reported to the IHA prior to the visitation stay and authorized by the IHA.
 - Visits of more than 14 calendar days per calendar year shall be authorized only by the Executive Director with advance documentation of extenuating circumstances.
 - Visitors remaining beyond this period shall be considered unauthorized occupants and the head of the household shall be guilty of a breach of the lease.
 6. Boarders / Lodgers shall not be permitted to move in with any family. Violation of this provision is ground for termination of the lease ⁶.
 7. Residents will not be given permission to allow a former resident of IHA who has been evicted to occupy the unit for any period of time. Violation of this requirement is ground for termination of the lease.
 8. Family members age 18 and over or emancipated minors who move from the dwelling unit to establish new households shall be removed from the lease ⁷.
 - The resident shall report the move-out within 10 calendar days of its occurrence. Rent will continue to accrue until keys are turned in and the required 30 day notice is adhered to.
 - These individuals may not be readmitted to the unit and must apply as a new applicant household for placement on the waiting list.
 - Medical hardship, or other extenuating circumstances shall be considered by IHA in making determinations under this area.

B. LEASE ORIENTATION

Prior to the occupancy of the unit and before the execution of the lease, a IHA representative will provide a lease orientation to the family head and spouse. The orientation may be conducted with more than one family.

Orientation Agenda

When families attend the lease orientation, they will be provided with:

- A copy of the IHA's Lease
- House Rules
- A copy of the Grievance Procedure
- Community Service Requirements and Policy
- Housekeeping Standards
- Satellite Dish Policy
- Pet Policy
- Tenant Charges List
- Other IHA Lease Addendums

Topics to be discussed will include, but are not limited to:

- Applicable deposits and other charges
- Provisions of the Lease
- House Rules
- Unit maintenance and work orders
- Terms of occupancy
- Community Service Requirements
- Pet Policy
- Lead-based paint provisions
- Banned Policy and List
- HUD Form HUD-92006

Form HUD-92006, Supplement to Application for Federally Assisted Housing

Form HUD-92006 must be included as an attachment to the IHA's application.
Prior to execution of the lease, the following must be discussed:

- a. Applicants must be provided the opportunity to complete the information on form HUD-92006, Supplement to Application for Federally Assisted Housing. The form gives applicants the option to identify an individual or organization that the IHA may contact and the reason(s) the individual or organization may be contacted. The applicants, if they choose to provide the additional contact information, must sign and date the form.
- b. Applicants who are currently on the IHA's waiting list and who have not been provided the opportunity to complete form HUD-92006, Supplement to Application for Federally Assisted Housing, must be provided the opportunity at the time of admission.
- c. IHA **cannot** require any individual or family applying for occupancy to provide the contact information as providing contact information is optional on the part of the individual or family. Those applicants who choose not to provide the contact information should check the box indicating that they "choose not to provide the contact information" and sign and date the form.
- d. IHA should provide applicants the opportunity at time of admission to update, remove or change contact information provided at the time of application, particularly if a long period of time has elapsed between the time of application and actual admission to the program.
- e. If the applicant chooses to have more than one contact person or organization, the applicant must make clear to IHA the reason each person or organization may be contacted. The IHA should accommodate the applicant by allowing the applicant to complete a form HUD-92006 for each contact and indicating the reason the IHA may contact the individual or organization. For example, the applicant may choose to have a relative as a contact for emergency purposes and an advocacy organization for assistance for tenancy purposes.

C. LEASE REQUIREMENTS

The initial term of the lease will be for 12 months. After the initial 12 months, the lease becomes month-to-month with the following exceptions:

IHA will not renew the lease if the family has violated the community service requirement (24 CFR 966.4).

Because the community service requirements and other provisions that change in the regulations, the lease does not automatically renew for a term of 12 months, and an annual signing process is required.

The lease further provides for termination and eviction at the end of any 12-month lease term for non-compliance with the community service requirements at 24 CFR Part 960, Subpart F and Chapter 15 of this Admissions and Continued Occupancy Policy.

Failure to comply with IHA or HUD requirements for continued occupancy.

D. EXECUTION OF LEASE

The lease shall be executed by the head of household, spouse/co-head, and by an authorized representative of IHA, prior to admission.

The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

An appointment will be scheduled for the parties to execute the lease. One executed copy of the lease will be given to the tenant, and IHA will retain one in the tenant's file. The lease is incorporated into this policy by reference. The lease document will reflect current IHA policies as well as applicable Federal, State and Local law.

The following provisions govern lease execution and amendments:

- A lease is executed at the time of admission for all new tenants.
- A new lease is executed at the time of the transfer of a tenant from one IHA unit to another (with no change in reexamination date).
- If, for any reason, any signer of the lease ceases to be a member of the household, the lease will terminate and a new lease may be executed with the remaining members, so long as they meet the program requirements.
- Lease signers must be persons legally eligible to execute contracts.
- The names of all household members are listed on the lease at initial occupancy and on the Application for Continued Occupancy each subsequent year. Only

those persons listed on the most recent certification shall be permitted to occupy a dwelling unit.

- Changes to tenant rents are made upon the preparation and execution of a "Notice of Rent Adjustment" by IHA, which becomes an attachment to the lease. Documentation will be included in the tenant file to support proper notice.
- Households that include a Live-In Attendant will contain file documentation that the Live-In Attendant is not a party to the lease and is not entitled to IHA assistance, with the exception of occupancy while serving as the attendant for the disabled or qualified family member.

IHA may modify its form of lease from time to time, giving tenants an opportunity to comment on proposed changes and advance notice of the implementation of any changes. A tenant's refusal to accept permissible and reasonable lease modifications, or those modifications required by HUD, is grounds for termination of tenancy.

E. ADDITIONS TO THE LEASE

Only those persons listed on the most recent certification form and lease shall be permitted to occupy a dwelling unit⁸. This includes situations in which a tenant is granted custody of a child or children not previously listed on the application or lease and situations in which a person (often a relative) came to the unit as a visitor but stayed because the tenant needed support, for example, after a medical procedure.

All persons listed on the most recent certification form and the lease must use the dwelling unit as their sole residence.

Except for natural births to or adoptions by family members, or court awarded custody, any family seeking to add a new member must request approval in writing before the new member moves in.

When a resident requests approval to add a new person to the lease, IHA will conduct pre-admission screening of any proposed new adult member to determine whether the IHA will grant such approval. **New household members must be approved by IHA, prior to the actual move-in by the proposed new member. A full application on the requested adult to be added will be required to be completed, along with Criminal Background and EIV Inquiry to ensure that they don't owe a balance with another housing authority. Once approved, the additional adult member can be added to the resident's lease without having to be on the waiting list.**

Also included in requested approval would be situations in which a person (often a relative) comes to the unit as a visitor but stayed on in the unit because the tenant needed support, for example, after a medical procedure⁹.

Following receipt of a family's request for approval, IHA will conduct a pre-admission screening, including the Criminal History Report, of the proposed new member. Only new members approved by IHA will be added to the household.

Children under the age at which juvenile justice records are available, or added through a formal custody award are still required to be added through a pre-admission screening process and the tenant still needs prior permission from IHA to add children other than those born to or adopted by family members. The exemption age specified in this paragraph is subject to change should the state modify its laws concerning the availability of police or court records for juvenile offenders. Children under the age of 18 have to show guardianship or custodial ability by the lease holder to be added.

Requests for the addition of a new member of the household must be approved by IHA, prior to the actual move-in by the proposed new member.

Following receipt of a family's request for approval, IHA will conduct a pre-admission screening, including the Criminal History Report, of the proposed new member. Only new members approved by IHA will be added to the household.

Factors determining household additions:

1. Household additions subject to screening:
 - Resident plans to add spouse, significant other or domestic partner to the lease;
 - Resident is awarded custody of a child over the age for which juvenile justice records are available;
 - Resident desires to add a new family member to the lease, want authorization for a live-in aide, or take in a foster child(ren).
 - A unit is occupied by a remaining family member(s) under age 18 (not an emancipated minor) and an adult who was not a member of the original household requests permission to take over as the head of household.
2. Factors determining household additions which are not subject to screening:
 - Children born to a family member or whom a family member legally adopts are exempt from the pre-screening process.
3. Residents who fail to notify IHA of additions to the household, or who permit persons to join the household without undergoing screening, are in violation of the lease. Such persons are considered to be unauthorized occupants by IHA, and the entire household will be subject to eviction [24 CFR 966.4(f)(3)].

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4. Family members over 17 who move from the dwelling unit to establish new households shall be removed from the lease. The tenant must notify IHA of the move-out within 10 days of its occurrence.

These individuals may not be readmitted to the unit and must apply as a new applicant for placement on the waiting list.

IHA in making determinations under this paragraph will consider medical hardship or other extenuating circumstances.

Other compliance

1. Children under the age below which Juvenile Justice records are made available, or added through a formal custody award or kinship care arrangement are still required to comply with the pre-admission screening process.
2. Residents who fail to notify IHA of additions to the household or who permit persons to join the household without undergoing screening are violating of the lease. Persons added without IHA approval will be considered unauthorized occupants and the entire household will be subject to eviction ¹⁰ [24 CFR 966.4(f)(3)].
3. In accordance with the lease, boarders and lodgers will neither be permitted to occupy a unit, nor to move in with any tenant family. Violation of this provision is grounds for termination of the lease. (24 CFR §966.4(f)(2))
4. Tenants will not be given permission to allow a former tenant of IHA who has been evicted, or asked to leave, or owes IHA money, and persons who have been placed on the IHA “No Trespass” list to occupy or visit the unit for any period of time. Violation of this provision is grounds for termination of the lease.
5. Adult family members or emancipated minors who move from the unit to establish new households will be removed from the lease and the tenant is required to provide documentation. (24 CFR §§960.257(b), 966.4(a)) The tenant has the responsibility to report the move-out within 10 calendar days of its occurrence to the development’s management office.
6. These individuals may not be readmitted to the unit and must apply as new applicants for placement on the waiting lists (subject to applicable income limits, preferences, tenant selection, and screening requirements). Medical hardship, disability, or other extenuating circumstances will be considered by IHA in making determinations under this paragraph.
7. IHA in making determinations under this paragraph will consider:
 - a. Occupancy Standards to prevent overcrowding of a unit

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- b. Medical hardship or other extenuating circumstances
 - c. Reasonable Accommodation

Visitors and Absence from the Unit

1. Visitors may be permitted in a dwelling unit so long as they have no previous history of behavior on IHA premises that would be a lease violation. To be considered a Visitor, the individual must not be the head of household or a household member on the lease, and they must be visiting the head of household and/or household member listed on the lease whom are residing in the unit as their primary residence.
2. Boarders and lodgers shall not be permitted to move in with any family. Violation of this provision is ground for termination of the lease ¹¹. House rules for each IHA property will be required to be adhered to.
3. Residents will not be given permission to allow a former resident of IHA who has been evicted to occupy the unit for any period of time. Violation of this requirement is ground for termination of the lease.
4. Medical hardship, or other extenuating circumstances shall be considered by IHA in making determinations under this area. Temporary caretaker request must be provided by the resident and verified by a medical provider. The status must be updated every thirty (30) days. The IHA will review the request and verified reasons for the caretaker during an extended medical hardship. Approval of the caretaker to occupy the unit for a period beyond 2 weeks will require prior approval by the Executive Director. Caretakers are not live-in aides and therefore no additional bedroom is required. Caretakers must meet the approval of the IHA.
5. Residents must advise IHA if they will be absent from the unit for more than 30 days. Residents shall notify the manager, secure the unit and provide a means for IHA to contact the resident in an emergency. Failure to advise IHA of an extended absence is grounds for termination of the lease.
6. Residents are responsible for the actions and conduct of their guests in accordance with the lease.

Absence from the Unit

IHA Policy

Absence means that no family member is residing in the unit. The family is required to report to the IHA if any member will be absent for more than 30 days. Any family member absent for more than 60 days will be considered permanently absent, unless approved by the IHA.

The family may be absent for short periods of time, but if the period is more than 180 calendar days, the unit will be considered vacated and the assistance will be terminated.

The family must supply any information or certification requested by the PHA to verify that the family is living in the unit, or relating to the family absence from the unit, including any IHA-requested information or certification on the purpose of the family absence. The family must promptly notify the IHA of any absence from the unit in accordance with this policy.

Absence due to hospitalization or sickness of a family member will be verified and if it is determined that the family member will return home within 60 days, the family will not be considered permanently absent, provided the rent and utilities payable by the family continued to be paid. However, if there is no chance of the family member returning to the home within 60 days, they will be considered permanently absent and assistance will be terminated.

Absences longer than 30 days must be approved by the IHA in writing.

Absences longer than 60 days due to drug treatment or imprisonment will be permanently absent unless approved by the IHA.

The IHA will make a determination as to whether imprisonment was due to drug-related or violent criminal activity and will be handled on a case by case basis. A determination will be made after a review by the IHA.

If both parents are absent from the unit and a caretaker has been placed in the home by the courts or an approved placement agency such as Social Services, the caretaker will be considered a visitor for the first 30 days. The lease will be transferred to the caretaker if the court has awarded custody or legal guardianship to the caretaker by the end of the 30-day period. The caretaker will be allowed to remain in the unit as a visitor until a determination of custody is made by the court. The income of the caretaker will not be counted pending the final disposition of the custody award.

If a resident includes a child or children that are temporarily absent due to placement in foster care, the IHA will determine from the appropriate agency when the children will be returned home. If the period is more than 180 days the children will be permanently removed from the lease and rent re-determined.

An adult child enlisted in military service that leaves the household will be considered permanently absent.

A household member subject to court order restricting the member from the home for more than 180 days will be considered permanently absent.

A person with a disability requesting an extension of time as an accommodation will be granted the extension as long as it is within the 180 calendar day limit.

Any verification to residency by the IHA or resident will be documented in the file.

E. LEASING UNITS WITH ACCESSIBLE OR ADAPTABLE FEATURES

[24 CFR 8.27(a)(1)(2) and (b)]

Accessible units will be offered and accepted by non-mobility impaired applicants only with a signed waiver that such applicants must accept a transfer to a non-accessible unit at a later date if a person with a mobility impairment requiring the unit applies for housing and is determined eligible. This required transfer will be at the non-mobility resident's own expense due to the waiver signed and agreed upon. Once a unit is available to move to, the non-mobility resident will have the normal three (3) days to move to the new unit. (See Chapter 4 Section M Offer of Accessible Unit.)

G. UTILITY SERVICES and RESIDENT OWNED APPLIANCES

Tenants responsible for direct payment of utilities must abide by any and all regulations of the specific utility company, including regulations pertaining to advance payments of deposits.

Failure to maintain utility services during tenancy is a lease violation and grounds for eviction. Tenants responsible for direct payment of utilities must abide by any and all regulations of the specific utility company, including regulations pertaining to advance payments of deposits.

If it is determined that any utility service is not on in a unit, the tenant will receive a 72-hour notice to correct will be posted. If the utilities are not restored in the 72-hour period, then a 10-Day Expedited Notice due to the Health and Safety lease violation will be issued. The tenant must provide documentation of proof of service within 72 hours and the unit will be inspected on the third day to assure utilities have been restored. If the utility service has not been restored at the time of inspection, the Property Manager will proceed with the eviction process. If utilities are restored after the first occurrence of a notice of no utilities, this will result in a conference agreement explaining consequences of subsequent violations. If the tenant violates the conditions again while in assisted housing, the second violation will result in an immediate 10-Day Expedited Notice due to Health and Safety.

The lease will designate the appliances provided by IHA (i.e.: stove and refrigerator). The tenant is responsible for proper hook-up, safety and maintenance of any appliances they may provide (i.e.: dryers).

H. SECURITY DEPOSITS

Security Deposit

New tenants must pay a security deposit to IHA at the time of admission. Please refer to Chapter 18 Security Deposits.

The amount of the security and/or pet deposit required is specified in the lease and specified in Chapter 10 for Pets and Chapter 18 for Security Deposits.

IHA security deposits have to be paid in full at the time of move-in. No repayment agreements will be made on Security Deposits. In case the family moves and the security deposit is greater for the second unit, the difference will be collected from the family. Conversely, if the security deposit is less and the tenant leaves no damages, the difference will be refunded to the family.

IHA will hold the security deposit for the period the tenant occupies the unit.

IHA will refund to the Tenant the amount of the security deposit, less any amount needed to pay the cost of:

- Unpaid Rent;
- Damages listed on the Move-Out Inspection Report that exceeds normal wear and tear;
- Other charges under the Lease.

IHA will refund the Security Deposit less any amounts owed, within the time limit specified in the security policies after move out and tenant's notification of new address.

The Security Deposit will be forfeited upon termination for Drug or Criminal Activity that has occurred on the IHA premises. If the activity occurred off IHA premises, the security deposit will be refunded less any unpaid rent, damages to the unit and other charges.

IHA will refund the Pet Deposit to the tenant, **less any damage caused by the pet to the dwelling unit**, upon removal of the pet or the owner from the unit. IHA will return the Pet Deposit to the former tenant or to the person designated by the former tenant in the event of the former tenant's incapacitation or death.

IHA will provide the tenant or designee identified above with a written list of any charges against the security or pet deposits. If the tenant disagrees with the amount charged to the security or pet deposits, IHA will provide a meeting to discuss the charges.

The resident must leave the dwelling unit in a clean and undamaged (beyond normal wear and tear) condition and must furnish a forwarding address to IHA. All keys to the unit must be returned to the Management upon vacating the unit.

IHA will not use the security deposit for payment of rent or other charges while the tenant is living in the unit.

If the tenant transfers to another unit, the PHA will transfer the security deposit to the new unit. The tenant will be further billed for any maintenance or other charges.

Pet Deposit

(See Chapter 10 – Pets)

I. RENT PAYMENTS

The tenant rent is due and payable at the IHA-designated location on the 1st of every month. All rents should be paid at the site office. Reasonable accommodations for this requirement will be made for persons with disabilities. No cash payments will be accepted.

If IHA does not receive payment by the close of the 10th day of the month, unless the 10th day lands on a weekend or a holiday, a delinquent rent notice will be sent, and the resident will be assessed late fees.

If the resident is experiencing a hardship in the payment of the rent, the resident must provide written notification before the 10th day of the month and the notification must include an explanation of the circumstances that will delay the tenant's payment, and indicate the date on which full payment will be made.

Tenant must pay “retroactive rent.” Retroactive rent is rent owed by Tenant, for example, when Tenant fails to provide adequate documentation, fails to report changes in income or family composition within IHA’s time limit, or misrepresents income or family circumstances to IHA. Tenant must pay all retroactive rent in the same month it is posted to Tenant’s rent account, unless an exception stated in the ACOP applies or IHA agrees to a payment plan. Tenant’s failure to pay retroactive rent on time is considered to be “non-payment of rent” and IHA then has the right to terminate this Lease and obtain possession of the premises using all available legal remedies.

J. FEES AND NONPAYMENT PENALTIES

If the tenant fails to make payment by the close of the 10th day of the month, unless the 10th day is on a weekend or holiday and IHA has not agreed to accept payment at a later date, a Notice to Vacate will be issued to the tenant with a 14-day notice period for failure to pay rent, demanding payment in full or the surrender of the premises.

If the tenant fails to make payment by the close of the 10th day of the month, unless the 10th lands on a weekend or holiday, then the next working day is when the current IHA late fee amount will be charged.

If a tenant has fixed income, such as Social Security (SSA) or Supplemental Security Income (SSI) and their check date is based upon their birthdate and they are scheduled to receive their money on a date after our late fee date, IHA can mark their account to not automatically receive a late fee. But if that tenant fails to pay rent for that particular month, a late fee will be manually placed onto the account at the end of the month it was not paid.

A charge of the bank's charge will be assessed against the tenant for checks that are returned for non-sufficient funds (NSF), or checks written on a closed account. If the check is not redeemed and the rent satisfied by the close of business on the 10th of the month, the rent will be considered unpaid.

IHA will always consider the rent unpaid when a check is returned as NSF or a check is written on a closed account. Charges will be assessed for the NSF check. No payment by check will be accepted in the future after one NSF or other cashing problems occurs with a resident.

If IHA has not agreed to accept payment at a later date, a Notice to Vacate will be issued for failure to pay rent.

K. SCHEDULES OF SPECIAL CHARGES

Schedules of special charges for services, repairs, utilities and rules and regulations which are required to be incorporated into the lease by reference shall be publicly posted in a conspicuous manner in the project office, and they will be provided to applicants and tenants upon request.

L. MODIFICATIONS TO THE LEASE

Schedules of special charges and rules and regulations are subject to modification or revision. Tenants will be provided at least thirty (30) days written notice of the reason(s) for any proposed modifications or revisions, and they will be given an opportunity to present written comments. Comments will be taken into consideration before any proposed modifications or revisions become effective.

A copy of such notice shall be posted in the central office, and:

Posted at each property office, IHA website, and if in one of the IHA high-rises, then on bulletin boards on each floor in which tenants affected by the modifications or revisions are located.

Any modifications of the lease must be accomplished by a written addendum to the lease and signed by both parties.

M. CANCELLATION OF THE LEASE

Cancellation of the tenant's lease is to be in accordance with the provisions contained in the lease agreement, HUD regulations, state law, and as stated in this policy.

N. INSPECTIONS OF PUBLIC HOUSING UNITS

Initial Inspections

IHA and the family will inspect the premises prior to occupancy of the unit in order to determine the condition of the unit and equipment in the unit. A copy of the initial inspection, signed by IHA staff and the tenant, will be kept in the tenant file.

Vacate Inspections

Housing staff will perform a move-out inspection when the family vacates the unit, and will encourage the family to participate in the move-out inspection.

The purpose of this inspection is to determine necessary maintenance and whether there are damages that exceed normal wear and tear. IHA will determine if there are tenant caused damages to the unit. Tenant caused damages may affect part or all of the family's security deposit.

The move-out inspection also assists IHA in determining the time and extent of the preparation and repairs necessary to make the unit ready for the next tenant.

Annual Inspections

IHA will inspect all units annually using HUD's Uniform Physical Conditions Standards (UPCS).

Residents who "fail" the inspection due to housekeeping or tenant-caused damages will be given 10 business days to correct noted items. Another inspection will be conducted.

Residents will be issued a copy of the inspection report with required corrections.

If it is necessary to bring the unit into UPCS compliance, needed repairs will be completed by IHA.

All inspections will include a check of all smoke alarms to ensure proper working order.

Inspection report will indicate whether required corrections are to be charged to the resident or covered by IHA.

Required corrections will be repaired by IHA within 30 days of the inspection date.

Damages beyond "normal wear and tear" will be billed to the tenant.

Residents who repeatedly "fail" the inspection or cause excessive damage to the unit will be considered in violation of their lease.

Quality Control Inspections (Not Applicable to IHA)

The housing management staff will conduct periodic quality control inspections to determine the condition of the unit and to identify problems or issues in which IHA can be of service to the family.

Special Inspections

Housing management staff may conduct a special inspection for emergency conditions, housekeeping, unit condition, or suspected lease violation.

HUD representatives or local government officials may review IHA operations periodically and as a part of their monitoring may inspect a sampling of the IHA's inventory.

If a special inspection is conducted, the IHA will leave notice that they were in the unit and the reason for the special inspection.

Other Inspections

The IHA inspector will periodically conduct windshield and/or walk-through inspections to determine whether there may be lease violations, adverse conditions or local code violations. During routine, preventive, or requested maintenance, notations and violations will be noted for other corrective actions.

Emergency Inspections

Housing management staff may initiate an emergency inspection if they believe that an emergency exists in the unit or on a Public Housing site. (See Entry of Premises Notice in this chapter.) The emergency will be abated within 24 hours from the time the work order is issued. If an emergency or after hours work order is called into the IHA, the head of household or an adult member must be present at the service time.

Emergency Repairs/Abatement to be Completed in Less than 24 Hours

Emergency repairs means the condition will be abated within 24 hours from the time of notification of the repair.

The following items are to be considered emergency in nature and require immediate (less than 24 hour) response:

1. Fires – Call the Fire Department at 911 before contacting Maintenance.
2. Air conditioning and cooling problems in the summer based on the current temperature and other configurations/conditions in the unit, minimum outdoor temperature exceeding 85 degrees.
3. Heating problems in winter based on the current minimum outdoor temperature of 45 degrees or lower.
4. Electrical failures or exposed wire connections (affecting more than just a lighting or outlet circuit)
5. Gas leaks.
6. Plumbing stoppages affecting ALL toilets.
7. Breaks in main water lines and major water leaks.
8. Lock-outs – Subject to the resident paying the cost for responding in accordance with the charge sheet.
NOTE: REQUESTS FOR DUPLICATE KEYS AFTER WORKING HOURS MUST BE APPROVED AND ISSUED BY THE ON CALL PERSONNEL.
9. Smoke Alarms (beeping or not working) (Has to work 24/7)

Residents who disengage smoke detectors for convenience purposes will be cited. (See "Housekeeping Citations" below)

Entry of Premises Notices

IHA will give prior written notice for non-emergency inspections. Non-emergency entries to the unit will be made during reasonable hours of the day.

IHA will provide the family with 48-hour notice prior to entering the unit for non-emergency reasons other than the annual inspection.

Reasons IHA will enter the unit are:

- Inspections and maintenance;
- To make improvements and repairs, unless the tenant called in the repair and then the notice does not apply;

- To show the premises for leasing;
- In cases of emergency

The family must call the IHA at least 24 hours prior to the scheduled date of inspection to reschedule the inspection, if necessary.

IHA will reschedule the inspection no more than once unless the resident has a verifiable medical reason that has hindered the inspection. IHA may request verification.

Repairs requested by the family will not require prior notice to the family. Residents are notified in the lease that resident-requested repairs presume permission for the IHA to enter.

Non-Inspection Emergency Entry

IHA staff will allow access to the unit to proper authorities when issues of health or safety of the tenant are concerned, also known as a Welfare Check.

Family Responsibility to Allow Inspection

IHA must be allowed to inspect the unit at reasonable times with reasonable notice. Forty-eight (48) hour written notice will be considered reasonable in all cases, except emergencies.

IHA will reschedule the inspection no more than once unless the resident has a verifiable medical reason that has hindered the inspection. IHA may request verification.

If the resident refuses to allow the inspection, the resident will be in violation of the lease and IHA will notify the family of its intended action.

Housekeeping Citations

Residents who "fail" an inspection due to housekeeping will be issued a Housekeeping Notice, and a reinspection will be conducted within 7 calendar days, from the original inspection, by housing management staff.

If the family fails to comply with the re-inspection, it can result in lease termination. If the family fails an inspection due to housekeeping, the family will be placed on monthly inspections and given the opportunity to correct. If the family fails 3 inspections, the family will be summoned for a lease violation, and if a 4th incident occurs, the lease shall be terminated.

Violation notices will be issued to residents who purposely disengage the unit's smoke detector. Tenants will be assessed and issued a charge in accordance with the maintenance charge schedule. Repeated offenses will result in a lease termination.

Repeated notices will be considered a violation of the lease.

Tenant Damages

Serious or repeated failed inspections or damages to the unit beyond normal wear and tear may constitute lease violations.

"Beyond normal wear and tear" is defined as items which could be charged against the tenant's security deposit under state law or court practice.

¹ 24 CFR § 966.4 (p)

² 24 CFR § 966.4 (i)

³ 24 CFR §§ 960.205 (b) and 966.4(a)(1)(v)

⁴ 24 CFR § 966.4 (f)(3) & (c)(2)

⁵ 24 CFR § 966.4 (f)(3)

⁶ 24 CFR § 966.4 (f)(2)

⁷ 24 CFR § 966.4 (f)(3)

⁸ 24 CFR §§ 960.205 (b) and 966.4(a)(1)(v)

⁹ 24 CFR § 966.4 (f)(3) & (c)(2)

¹⁰ 24 CFR § 966.4 (f)(3)

¹¹ 24 CFR § 966.4 (f)(2)