FAYETTE COUNTY HOUSING AUTHORITY

SECTION 8 PROGRAM

OWNER'S GUIDEBOOK

Revised October 1, 2015

This Owner's Guidebook is designed to provide Property Owners and Managers with information about participating in the Section 8 Housing Choice Voucher Program.

If you have any questions, please contact the Section 8 Office at:

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OVERVIEW OF THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM

Goal of the Section 8 Program

The Owner's Guidebook has been prepared in appreciation of your interest in participating in the Section 8 Housing Choice Voucher Program.

The Rules and Regulations for the Section 8 Program are determined by the U. S. Department of Housing and Urban Development (HUD). If you are a rental property owner or manager, this Guidebook will assist you in understanding how the Program works.

The success of the Program depends on the Fayette County Housing Authority being able to contract with property managers and owners who have decent, safe, and sanitary rental units. Many low-income families in your community rely on owners like you who are willing to participate in the Program.

In most communities, there is a shortage of decent and affordable housing. The subsidy that comes with the Section 8 Program helps families to rent in many different neighborhoods. Participant families include elderly persons, persons with disabilities, and working families who do not earn enough to keep pace with rising rental housing costs.

The Fayette County Housing Authority's goal is to provide excellent service to the families and owners participating in the Section 8 Program. The Housing Authority will make every effort to inform you of the Program Rules and to advise you of how these Rules affect you. Since Federal Regulations are not always easy to understand, it is very important to ask questions if you are not sure of something.

Since the Housing Authority may need to contact you from time to time, be sure that you provide a daytime phone number where you can be reached. After the initial lease-up period, most of your contact with the Housing Authority will be by mail.

Your cooperation is essential to the Housing Authority being able to serve you and any family you may select as a renter. Do not hesitate to contact a Housing Authority Representative if you have a question or problem that pertains to the Section 8 Program.

What is the Section 8 Program?

The Section 8 Housing Choice Voucher Program is a three-way partnership among the Fayette County Housing Authority, the Tenant, and you as the owner or landlord of the housing unit. The Fayette County Housing Authority (FCHA) Section 8 Program is a federally funded rental assistance program which allows income eligible households to rent housing on the private market. Households will pay approximately 30% of their income for rent and utilities and the FCHA will pay the remaining amount in accordance with program rules and regulations.

Why is Section 8 a good program for Landlords to get involved in?

- Tenant rent is based on household income. Tenants can more easily afford their portion of the rent.
- The FCHA portion of the rent is guaranteed for as long as the tenant occupies the unit and is eligible for the program.
- The FCHA payment is made by direct deposit, into the owner's bank account around the 5th of each month.
- The landlord is encouraged to use his or her own lease.
- When problems arise for the tenant; loss of job, decrease in income etc. the FCHA increases its portion of the rent to help the family get through the difficult times. Other unassisted families generally end up being evicted when these unexpected situations occur.
- Tenants receiving rental assistance are more likely to take care of the rental unit and abide by the terms of the lease.
- A Housing Inspector will inspect the unit biennially (every two (2) years) to assess the condition of the unit.
- Landlords are permitted to do credit checks and check previous landlord history and do a thorough background check. The FCHA does credit and criminal checks on all applicants applying for the program.
- The Section 8 Department will advertise your unit on the "available unit listing".
- The Housing Authority will do a courtesy inspection of your unit, upon request.

How does the Section 8 process work?

There are 10 steps involved in the Section 8 process. The Owner does not become involved until step 4:

Step 1	Application
Step 2	Eligibility Determination/Issuance of Voucher
Step 3	Housing Search
Step 4	Tenant Selection by Owner
Step 5	Request for Lease Approval
Step 6	Rent Reasonableness
Step 7	Housing Authority Review and Rent Negotiation
Step 8	Housing Quality Standards Inspection
Step 9	Contract/Lease Execution
Step 10	Contract Payments

Step 1 Application

The applicant applies to the Housing Authority for assistance and is placed on the waiting list according to date and time of application as long as the applicant appears to meet the basic eligibility qualifications.

Step 2 Eligibility Determination/Issuance of Voucher

When the FCHA has vouchers available, it will select households from the waiting list and determine if they are eligible according to income requirements. The FCHA will verify the household income and household composition. If eligible, the applicant will attend a program briefing, be provided with a voucher and will be ready to begin their search for housing. Vouchers are issued based on the availability of funding.

Step 3 Housing Search

A family may decide to stay in its current unit if the Owner is willing to participate in the program and the unit meets the Housing Quality Standards or they may decide to look for other housing. The family is given 120 days to find suitable housing.

Step 4 Tenant Selection

When a voucher holder locates a unit and the Owner is willing to participate in the program, the family will complete any application paperwork required by the owner.

The FCHA does not screen voucher holders for their suitability as good tenants, other than doing the Credit and Criminal Checks, as stated above. Owners should do their own screening and follow the same non-discriminatory procedures they would for any non-assisted applicant applying to their property. The FCHA has no liability or responsibility to the owner or other persons for the family's behavior or the family's conduct in tenancy. The FCHA will provide the prospective landlord with the tenant's current address and landlord and previous address and landlord (if known) and if requested.

Step 5 Request for Lease Approval

If the applicant meets the Owner's screening criteria, the owner and prospective tenant should complete and sign all forms that are part of the Request for Lease Approval Packet. If the Owner chooses to use their own lease, a copy of the lease needs to be returned to the Section 8 Office with this packet.

The Owner must supply the Section 8 Office with proof of Ownership. Proof of Ownership must be a copy of the **recorded deed** to the property. If the property is a Mobile Home, a copy of the title must be supplied. The Owner must also supply Proof of Paid Taxes (County, School, and Local).

The Owner or tenant can bring the Request for Lease Approval packet into the office for review and approval. The office will not accept or process an incomplete packet or a packet without proof of ownership.

Step 6 Rent Reasonableness

The FCHA will determine and document, on a case-by-case basis, that the rent is reasonable in comparison to rents for other comparable unassisted units in the rental market. The market areas for rent reasonableness are neighborhoods within the FCHA's jurisdiction. The FCHA maintains an automated database, which includes data on unassisted units for use by the Section 8 staff in making rent reasonableness determinations. The data is updated on a yearly basis.

The following items will be used for rent reasonableness documentation:

- Location of the unit
- Location Character
  - Is the property in downtown, urban area or in the city limits?
  - Is the property in a suburban area?
  - Is the property in a rural or farm area
- Size
  - Number of bedrooms
  - Voucher size (based on the tenant's household composition)
  - Number of bathrooms

- Type of Unit
  - Single
  - Duplex
  - Row or Town House
  - Low Rise Apartment (more than 2 units and 2 to 4 stories)
  - High Rise Apartment (5 or more stories)
  - Mobile Home
- Quality and age of the unit
  - Is the unit above average, new or cosmetically improved?
  - Is this unit typical or average? (most units fall in this category)
  - Is this an aging or below average unit?
- Amenities
  - Washer/Dryer (must be the actual appliances not just a hook-up)
  - Fireplace
  - Dishwasher (working in good condition)
  - Garage
  - Fenced Yard
  - Central Air Conditioning
- Maintenance
  - Does the Landlord maintain the property?
- Utilities
  - An allowance is given for each utility paid by the Owner.

Step 7 Housing Authority Review and Rent Negotiation

After the rent reasonableness/affordability test is completed, the FCHA will negotiate the rent with the Landlord, if warranted, and calculate the percentage of rent that the tenant will be required to pay. When a tenant first moves into a property, they cannot pay more that 40% of their income towards rent and utilities. If the contract rent amount is too high, the Landlord will be given the opportunity to agree to lower the contract rent. The Landlord will be required to sign a decrease rent agreement stating that they agree to accept the lower rent amount and not to accept any side payment from the tenant.

Step 8 Housing Quality Standards Inspection

Upon review and approval of the completed Request for Lease Approval Packet, the Housing Inspector will set up an inspection to ensure that the unit meets the Housing Quality Standards

(HQS). The Owner and tenant are notified of any deficiencies found at the inspection. (An inspection book can be found at the back of this guide).

Step 9 **Contract and Lease Execution**

Once the unit passes the HQS Inspection and the Housing Assistance Payment and tenant rent are calculated, the Owner will sign a Housing Assistance Payments Contract with the FCHA and a lease with the tenant.

Step 10 **Housing Assistance Payments**

After the tenant moves in and the contract is signed, Housing Assistance Payments to the Owner will begin. Payments are made by direct deposit around the 5th of each month. The Owner must provide the Section 8 Office with a voided check for the account where they wish to have the money deposited. If the account is a savings account, the landlord must provide the Section 8 Office with a letter from the Bank stating the routing number and the savings account number. The FCHA **does not** send out monthly statements showing the direct deposit.

SECTION II

SUMMARY OF THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM

- The FCHA selects eligible families from the waiting list, determines their eligibility, and issues the family a Housing Choice Voucher.
- The Voucher holder begins their search for housing.
- There is Rent Reasonableness limitations on program rents.
- The subsidy is limited to the lower of the bedroom size the family qualifies for or the actual size of the unit rented.
- The utility allowance is calculated on the voucher size.
- Owners use their own non-discriminatory criteria to select tenants. The FCHA does not screen the voucher holders for their suitability as good tenants. The FCHA does credit and criminal checks on all applicants applying for the program.
- The FCHA ensures that units are decent, safe and sanitary by conducting initial and annual inspections of participating units.

- Owners may collect a security deposit equal to one month's contract rent. The tenant is responsible to pay the security deposit.

- The FCHA and the Owner sign a Housing Assistance Payments Contract that guarantees a rental payment to the owner on behalf of the tenant as long as the tenant occupies the unit and remains eligible for the program and the unit meets HQS.

- The Owner's rent increases are limited by Rent Reasonableness.

- The rent cannot increase during the first year of the lease. Rent increases are given at the Annual Recertification if within the rent reasonableness. The Owner (Landlord) must send to the FCHA a written request for a rent increase. The request must be received at the Housing Authority 60 days (preferably 90 days) prior to the Annual Recertification Date. If the Housing Authority does not receive the request at least 60 days prior to the Recertification, a rent increase will not be considered. The Owner (Landlord) must also notify the Tenant of a request for a rent increase.

EXAMPLES OF HOUSING CHOICE VOUCHER PROGRAM CALCULATIONS

SEE ATTACHED CHOICE VOUCHER ASSISTANCE ESTIMATOR SHEETS.

***The cost of utilities is estimated using the FCHA's most recent Utility Allowance Schedule. This schedule is developed by an outside contractor using local rates and actual usage summaries and is based on the number of bedrooms in the unit, the type of building, and the type of utilities the household pays for (not including phone or cable).**

SECTION III

OWNER PARTICIPATION

An owner, who is interested in renting to households participating in the Section 8 Program, is encouraged to contact the FCHA and provide information on available units. Property listings

are maintained at the FCHA and prospective tenants are given the list. Vacancies will remain on the list until the owner calls the FCHA to say the unit is rented. Once removed, the owner must call to re-list the property.

Owners will be required to provide the FCHA with their current address, telephone number where they can be reached and their Social Security Number or Tax Identification Number.

Any changes in ownership or changes in address must be reported to the FCHA as soon as possible to avoid delay in the release of the Housing Assistance Payment. The owner is also required to supply bank account information for the purpose of direct deposit.

The FCHA suggests that owners and property managers become familiar with Federal, State and Local Fair Housing Laws and Tenant/Owner laws to ensure that their screening criteria is not discriminatory. Federal Fair Housing Laws state that Owners/Managers must not discriminate based on race, color, creed, age, religion, sex, national or ethnic origin, familial status, marital status, handicap or disability or sexual orientation.

The FCHA will provide owners with prompt and professional service in order to maintain an adequate supply of available housing throughout the jurisdiction of the FCHA. The regulations define when the FCHA must disallow an owner participation in the program.

The FCHA will disapprove the owner for the following reasons:

HUD or other agency has informed the FCHA that the owner has been disbarred, suspended, or subject to a limited denial of participation under 24 CFR part 24. HUD has informed the FCHA that the Federal government has instituted an administrative or judicial action against the owner for violation of the Fair Housing Act or other Federal Equal Opportunity requirements and such action is pending.

The owner has violated obligations under a Housing Assistance Payments Contract.

The owner has committed fraud, bribery or any other corrupt act in connection with any Federal Housing Program.

The owner has engaged in drug-related criminal activity or any violent criminal activity.

SECTION IV

LEASE-UP PROCESS

Request for Lease Approval

The Request for Lease Approval Packet should be completed by the owner and returned to the FCHA. These forms give the FCHA basic information on the unit such as type of unit, utilities

and appliances that will be furnished, and the proposed rent .

Housing Quality Standards Inspection

An FCHA Inspector will inspect the unit using the Section 8 Housing Inspection Report (a copy is enclosed in this packet) to ensure that the unit is decent, safe and sanitary. Program standards require that the housing has adequate living space, adequate facilities and services, adequate light and ventilation and does not endanger the health and safety of the tenant. The brochure,

"A Good Place To Live", describes what the FCHA will be looking for during the inspection. This brochure is given to all new applicants and is available to owners upon request.

Property Owners are encouraged to be present during this inspection. If the property does not pass the inspection, the inspector will send the owner a letter listing the deficiencies and the owner will be given the opportunity to make the repairs. The owner must immediately contact the FCHA upon the completion of the repairs and a re-inspection will be done.

The unit must pass inspection before a Contract can be executed. The only exception to this rule is if the outside of the building needs work and, due to weather conditions, the work cannot be completed within the specified time frame.

Housing Assistance Payments Contract, Lease and Tenancy Addendum

The landlord is encouraged to use his or her own lease. The terms and conditions of the lease must be consistent with State and Local law. If the owner does not have a lease, a lease can be purchased at Office Supply Stores or the model lease supplied by the FCHA may be used (a copy is enclosed in this packet). You need to use the same lease for Section 8 tenants as you do for unassisted tenants.

The lease needs to be for a 1-year term. Tenants cannot move during the 1st year of the lease unless there is a mutual consent between the tenant and landlord.

An owner's lease must include the names of the owner and tenant; unit address; term of the lease and provisions for renewal; amount of the contract rent; specification of what utilities and appliances are to be supplied by the owner and the tenant. You may also want to list the

household members; your policy regarding pets; amount of security deposit (cannot exceed 1 months contract rent); date the tenants portion of the rent is due; late fee, if any etc.

Side payments for additional rent, additional utilities, items normally included in the rent of unassisted families and items not shown on the approved lease are strictly prohibited.

Owners and tenants may execute separate agreements for services, appliances (other than range and refrigerator) and other items that are not included in the lease if the agreement is in writing and **approved by the FCHA**. For there to be a separate agreement, the family must have the option of not utilizing the service, appliance or other item. All separate agreements must be attached to the lease.

A Tenancy Addendum (a copy is enclosed in this packet) will be attached to the lease and the Contract (a copy is enclosed in this packet). The addendum outlines the owner and family responsibilities. HUD prescribes the terms of the Tenancy Addendum in accordance with Federal law and regulations. In case of any conflict between the provisions of the Tenancy Addendum and provisions of the Lease, the requirements of the Tenancy Addendum shall control.

Housing Assistance Payments

After the Contract is executed, the FCHA will make payments to the Owner by direct deposit for the FCHA's portion of the rent every month as long as the terms of the Contract are still in effect. (The tenant occupies the unit and is eligible for the program). The tenant will be responsible for paying their portion of the rental payment directly to the owner.

SECTION V

ONGOING ACTIVITIES

There are a few ongoing activities that will continue throughout the household's tenancy as an assisted tenant. These include annual reviews of the income on which the tenant's rent is based, biennial inspections of unit conditions and annual changes to payment amounts. Mid-year reviews and inspections may also be required.

Annual and Interim Recertifications

Participants in the Section 8 Voucher Program are expected to submit updated information on

their household composition, income, assets and deductions on an annual basis to the FCHA. Participants are also required to report changes in income and family composition. Adding persons to the family composition is not automatic and participants must have pre-approval from the owner and the FCHA. Credit and criminal checks are done on all persons 18 and older being added to the family composition.

The FCHA will review and verify the information submitted and will compute a new Total Tenant Payment, Tenant Rent and Housing Assistance Payment. The owner and tenant will be notified in writing of the changes.

Biennial/Special Inspections and Rent Abatement

Inspections must be conducted on all units participating in the Section 8 Program biennially to ensure they meet the Housing Quality Standards. Every two (2) years, the FCHA will schedule an appointment with the tenant for the inspection. If the unit passes inspection, payments will continue. If the unit does not pass the inspection, a copy of the inspection report will be sent to the owner and tenant. The owner will have 30-days to correct the deficiencies. If any of the deficiencies are the tenant responsibility, the tenant will have 30-days to correct the deficiencies for which they are responsible.

If the repairs are not made within the allotted time, rent payments from the FCHA will be abated until the repairs are made and the FCHA has re-inspected and passed the unit. The tenant should continue to pay their portion of the rent during this time period. The landlord cannot hold the tenant responsible for any payment not made by the FCHA.

If payments are abated and then reinstated after the unit passes the inspection, owners must realize that the FCHA will not reimburse the owner for payments not made by the FCHA for the time the rent was abated.

If the repairs are not made within the specified time frame and rent is abated, the owner should contact the FCHA for an inspection as soon as the repairs have been completed. If the repairs are still not corrected within 30 days after rent abatement begins, the FCHA will terminate the Contract.

If the inspection determines that the tenant has failed to maintain the unit in a decent, safe and sanitary manner and has caused some or all of the repairs, the owner may make the repairs and bill the tenant, require the tenant to make the repairs or evict the tenant. If the owner's decision is to have the tenant make the repairs, the tenant will be given 30 days to bring the unit into

compliance. If the unit is not brought into compliance, the FCHA will begin termination of assistance to the tenant. The landlord will not have the rent abated if the failure to maintain the unit is the fault of the tenant. The landlord cannot charge the tenant for items that are normal wear and tear.

If repairs are needed as a result of a special inspection, the owner and/or tenant will be given a time frame in which to complete the repairs. All parties will be notified and the conditions described above will apply.

Rent Adjustments

Under the Voucher Program, the owner may not increase the rent during the first year of the lease but may propose increasing it at recertification with 60 days notice to the tenant and the FCHA. The FCHA will approve the proposed rent only if it meets Rent Reasonableness requirements, the unit meets the Housing Quality Standards, and the owner is in compliance with the terms of the HAP Contract.

SECTION VI

TERMINATIONS

There are several different kinds of terminations: Termination of Assistance by the FCHA, Termination of Tenancy by the tenant and Termination of Tenancy by the Owner.

Termination of Assistance by FCHA

The FCHA may be required to terminate the Contract if the tenant:

- commits serious and repeated violations of the lease (as long as the Landlord has enforced the Lease)
- commits fraud
- engages in drug-related or violent criminal activity
- owes money to the FCHA
- causes the unit to fail Housing Quality Standards
- is not paying for the utilities as set forth in the lease

- is no longer income eligible for the program; therefore, the tenant is paying the full Contract Rent

Termination of Tenancy by the Tenant

The tenant may not terminate tenancy during the first 12 months of the lease unless the owner provides written approval for an early lease termination or if the owner is not complying with the terms of the lease or contract. Thereafter, the tenant may terminate tenancy after providing the landlord with appropriate notice in accordance with the lease and providing the FCHA with 30 days notice. A landlord may not require more than 60 days notice. Notice must be given the 1st of the month ending the last day of the month.

Termination of Tenancy by Owner

The Lease, Tenancy Addendum and the Housing Assistance Payments Contract permit Termination of Tenancy by the Owner. Owners may terminate tenancy for serious or repeated violation of the terms and conditions of the lease, violation of Federal, State or Local law or other good cause.

An owner has the same rights for evicting assisted tenants as for private market tenants; however, owners must give the tenant a notice stating the reason for the eviction and provide a copy of the notice to the FCHA.

SECTION VII

SUMMARY OF RIGHTS AND RESPONSIBILITIES

Owner's Rights and Responsibilities

- Screen families who apply to determine if they will be good renters. The PHA can supply you with the current and previous address and landlord information.
- Comply with Fair Housing Laws and discriminate against no one.
- Maintain the housing unit by making necessary repairs in a timely manner.
- Comply with the terms of the Housing Assistance Payment Contract (HAP) with the Housing Authority.

- Collect the rent due by the Tenant according to the terms of the Lease.
- Enforce all terms of the Lease.
- Collect a Security Deposit equal to one (1) month's Contract Rent, the Security Deposit is the responsibility of the Tenant.
- Terminate the tenancy for:
  - Serious or repeated violation of the terms and conditions of the lease
  - Violation of Federal, State or Local law
  - Other good cause
- Evict the family from the unit by instituting court action.
- Increase the rent (providing the rent increase is not over the rent reasonableness amount) after the first year of the lease with 60 days notice to the tenant and the FCHA.
- Keep the Unit in good condition.
- Comply with Federal, State and Local regulations, and owner-tenant laws.
- Allow inspections.
- Correct any deficiencies as soon as they are discovered. The FCHA may abate payments or terminate the HAP Contract if deficiencies are not corrected
- Re-negotiate the lease with the tenant and the FCHA prior to the lease expiration date.
- Contact the FCHA and provide the FCHA with a written notice before initiating eviction proceedings.
- Inform the FCHA immediately of any move-out of a tenant.

Tenant's Rights and Responsibilities

- Provide the Housing Authority with complete and accurate information

- Make the best effort to find a place to live that is suitable for them and qualifies for the Program.
- Cooperate in attending all appointments scheduled by the Housing Authority.
- Live in a decent, safe and sanitary unit. Take responsibility for the care of their Housing Unit.
- Comply with the terms of their Lease with the Owner.
- Comply with the Family Obligations of their Voucher.
- Not be discriminated against by the Owner in the provision of services for any reason covered by Federal, State, or Local Fair Housing Laws.
- Terminate the Lease after the 1st year according to the provisions of the Lease.
- Report changes in income and changes in household composition.
- Permit inspections.
- Comply with the Lease and Tenancy Addendum.
- Submit information on household composition, income, assets, and allowances annually.
- Notify the Housing Authority and Owner of any intent to move.
- Make utility payments for utilities not included in the rent.

FCHA's (Housing Agency's) Rights and Responsibilities

- Review all applications to determine whether an applicant is eligible for the Program.
- Explain all the Rules of the Program to families who qualify.
- Issue the Voucher, and approve the Unit, the Owner, and the tenancy.
- Make Housing Assistance Payments (HAP) to the Owner in a timely manner.

- Ensure that both the family and the unit continue to qualify under the Program.
- Provide families and owners with prompt, professional service.
- Be notified by the owner when the tenant has moved from the unit in violation of the lease
- Inspect the unit biennually and at other times as determined necessary, and at reasonable times with reasonable notice
- Request any documentation and verification as determined necessary for the administration of the program
- Receive repayment from the owner of any amounts paid to an owner, which are found not to be due to the Owner.
- Terminate the Housing Assistance Payments Contract for any breach of the Contract by the Owner.
- Terminate the tenant from the program in accordance with the law, HUD Regulations and Program Rules for any violation of family obligations.
- Require the tenant to give proper notice before vacating the unit, according to the terms of the Lease.
- Require the Tenant to be recertified annually.
- Require the Owner to maintain the unit in decent, safe and sanitary condition.
- Review family income, assets, allowances, and household composition annually.
- Re-determine amounts of rent payable by the family and the amount of the HAP Payment to the owner, as a result of any adjustment.

SECTION VIII

QUESTIONS YOU MAY HAVE

What are the main benefits of the program to an owner?

Guaranteed payment of part of the rent each month
The tenant's rent is based on their income
Direct deposit of the HAP Payment
Decreased vacancy rates and delinquencies
Reduced turnovers and related expenses

How does the owner receive the full contract rent payment?

The owner receives the rent through the combination of Housing Assistance Payments from the FCHA and the rent paid directly by the tenant to the owner. Housing Assistance Payments make up the difference between the contract rent and the tenant portion of the rent.

Are an owner's rights and responsibilities changed by participation in the Section 8 Program?

The owner's rights and responsibilities are the same as those exercised in a normal tenant-owner relationship. The owner contacts the tenant's previous landlords, selects the tenant and is responsible for managing and maintaining the unit. Tenants violating their lease are subject to corrective action by the owner through normal management and legal processes.

Can an owner's present tenant stay in place and still get assistance?

Yes. Current residents may receive assistance if the tenant has received a voucher from the FCHA and the dwelling is in good condition. The rent must meet the Rent Reasonableness requirements and affordability test.

What kind of housing is eligible?

Single family dwellings, duplexes, row units, apartments and mobile homes are eligible.

What rent can the owner charge?

The owner's rent must be comparable to rents for similar units in the neighborhood and must meet the Rent Reasonableness requirements and affordability test. (Refer to Page 4)

If the owner's expenses increase, can the rent be increased?

Not during the first year of the lease. After the first year of the lease, the owner may adjust the

contract rent with 60 days notice to the tenant and the FCHA providing the increase is within the Rent Reasonableness limitations and only at recertification.

Who are the tenants participating in the program?

Program participants include low-income families and individuals whose incomes do not exceed established limits.

Can I rent to a relative on the Section 8 Program?

The FCHA may not approve the unit if the owner (including a principal or other interested party) is the parent, child, grandparent, grandchild, sister or brother of any member of the tenant household, unless the FCHA has determined that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

How much rent does the tenant pay?

The tenant's payment for rent and utilities may be at or above 30% of their income depending on whether the cost of the unit selected is above or below the standard established by the

FCHA. On initial occupancy, the tenant cannot pay more that 40% of their income. If the contract rent is too high and the tenant has to pay over 40% of their income, the landlord has to agree to lower the contract rent or the tenant must seek other housing.

What if the tenant moves and there are damages at the unit?

The FCHA is not responsible. The landlord can use the security deposit for the damages. If the damages are in excess of the security deposit, the landlord may collect the balance from the tenant. The owner must give the tenant a list of all items charged against the security deposit and the amount of each item. The owner must promptly refund the unused balance to the tenant.

How much paperwork is involved?

Very little paperwork is required of owners and the FCHA staff completes most of it. Once the Contract, Lease and Tenancy Addendum are signed, the owner will have no regular paperwork. Annual rent adjustments and re-inspections require minimal paperwork.

After the initial term of the lease, am I required to continue renting on the Section 8 Program?

No. After the initial term of the lease, the lease becomes month to month (unless the Landlord states otherwise), and you can give the tenant a 30-day notice to vacate. The notice must be given the 1st of the month ending the last day of the month.

Can a utility bill be split between 2 or more tenants?

No. If there is more than one tenant sharing a utility meter, the utility bill cannot be split and therefore, the owner must include this utility in the rent.

OWNER'S REQUEST FOR INFORMATION

- Any Owner who contacts the Housing Authority to request information regarding a Voucher Holder will be given the family's current address, as shown in the Authority's Records, and the name and address, if known, of the landlord at the family's current and prior addresses. The Housing Authority will make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection.

- The Housing Authority will inform owners that it is the responsibility of the landlord to determine the suitability of prospective tenants. Owners will be encouraged to screen applicants for rent payment history, payment of utility bills, eviction history, respecting the rights of other residents, damage to units, drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others, and compliance with other essential conditions of tenancy.

- The Housing Authority will give each family a statement of the policy on providing information to owners. The statement shall be included in the information packet that is given to the family selected to participate in the Program.

POLICY OF NONDISCRIMINATION:

The Fayette County Housing Authority is an equal opportunity employer and provides equal opportunity housing. We do not discriminate against any person because of race, color, creed,

age, religion, sex, national or ethnic origin, familial or marital status, handicap or disability, or sexual orientation.

HAPPY Software, Inc.

Choice Voucher Assistance Estimator

Download the Free Assistance Estimator from www.happysoftware.com and let your computer do the calculations for you.

Enter Data

Family Name	JANE DOE
Monthly Adjusted Income	$800.00
Payment Standard (2BR UR)	$789.00
TTP	$240.00
Utility Allowance	$200.00
Rent to Owner	$575.00

Calculations

Gross Rent (Rent to Owner + Utility Allowance)	$775.00
Actual Payment Standard (Lower of Payment Standard and Gross Rent)	$775.00
Maximum Subsidy (Actual Payment Standard - TTP)	$535.00
Gross Rent Less Maximum Subsidy (Gross Rent - Maximum Subsidy)	$240.00
Gross Rent Less Contribution (Gross Rent - Gross Rent Less Maximum Subsidy)	$535.00
Total Voucher Subsidy (Lower of Maximum Subsidy and Gross Rent Less Contribution)	$535.00

Totals

HAP to Owner (Lower of Rent to Owner and Total Voucher Subsidy)	$535.00
Family Rent to Owner (Rent to Owner - HAP to Owner)	$40.00
UR to Tenant (Total Voucher Subsidy - HAP to Owner)	$0.00
Total Family Contribution (Gross Rent Less Maximum Subsidy)	$240.00
Percentage of Adjusted Income (Total Family Contribution ÷ Monthly Adjusted Income)	30%

Maximum Amounts

Maximum Family Contribution (Monthly Adjusted Income x .40)	NA
Maximum Rent to Owner	$669.00

HAPPY Software, Inc.

Choice Voucher Assistance Estimator

Download the Free Assistance Estimator from www.happysoftware.com and let your computer do the calculations for you.

Enter Data

Family Name	JOHN DOE
Monthly Adjusted Income	$800.00
Payment Standard (2BR UR)	$789.00
TTP	$240.00
Utility Allowance	$215.00
Rent to Owner	$575.00

Calculations

Gross Rent (Rent to Owner + Utility Allowance)	$790.00
Actual Payment Standard (Lower of Payment Standard and Gross Rent)	$789.00
Maximum Subsidy (Actual Payment Standard - TTP)	$549.00
Gross Rent Less Maximum Subsidy (Gross Rent - Maximum Subsidy)	$241.00
Gross Rent Less Contribution (Gross Rent - Gross Rent Less Maximum Subsidy)	$549.00
Total Voucher Subsidy (Lower of Maximum Subsidy and Gross Rent Less Contribution)	$549.00

Totals

HAP to Owner (Lower of Rent to Owner and Total Voucher Subsidy)	$549.00
Family Rent to Owner (Rent to Owner - HAP to Owner)	$26.00
UR to Tenant (Total Voucher Subsidy - HAP to Owner)	$0.00
Total Family Contribution (Gross Rent Less Maximum Subsidy)	$241.00
Percentage of Adjusted Income (Total Family Contribution ÷ Monthly Adjusted Income)	30.13%

Maximum Amounts

Maximum Family Contribution (Monthly Adjusted Income x .40)	$320.00
Maximum Rent to Owner	$654.00

ATTACHMENTS

SCREENING TENANTS

How can I (the Property Owner) screen Tenants without violating Fair Housing Laws?

Under the Fair Housing Law, it is illegal to discriminate based on:

- Race
- Color
- Creed
- Age
- Religion
- Sex
- National or Ethnic Origin
- Familial Status
- Marital Status
- Handicap or Disability
- Sexual Orientation

What Is Prohibited?
In the sale and Rental of Housing: No one may take any of the following actions based on the above listed criteria:

- Refuse to rent or sell housing
- Refuse to negotiate for housing
- Make housing unavailable
- Deny a dwelling
- Set different terms, conditions or privileges for sale or rental of a dwelling
- Provide different housing services or facilities
- Falsely deny that housing is available for inspection, sale or rental
- For profit, persuade owners to sell or rent (blockbusting) or
- Deny anyone access to or membership in a facility or service (such as a multiple listing service) related to the sale or rental of housing.

What is allowable when screening Tenants? An owner has the right to screen prospective Tenants on the basis of their ability to pay rent and pay payment performance. It is important to develop a consistent application that applies to ALL Applicants – with or without a Voucher. An owner can check and refuse housing based on:

- Credit History
- History of prior evictions
- History of paying rent and utility bills
- Past damage done to rental units (visit the prospective Tenant's current unit)
- History of noise and neighborhood disturbances
- References from prior landlords
- Prior drug-related or other criminal activity.

If requested, the Fayette County Housing Authority can give you the prospective tenant's current address, current landlord, prior address and prior landlord, if known.

CONFLICT OF INTEREST POLICY (PLEASE READ THOROUGHLY)

a. "Covered individual" means a person or entity who is a member of any of the following classes:
   (1) Any present or former member or officer of the Fayette County Housing Authority (except a Fayette County Housing Authority Commissioner who is a participant in the Program);
   (2) Any employee of the Fayette County Housing Authority, or any contractor, subcontractor or agent of the Fayette County Housing Authority, who formulates policy or who influences decisions with respect to the Program;
   (3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or
   (4) Any member of the Congress of the United States.

b. A covered individual may not have any direct or indirect interest in the Housing Assistance Payments Contract or in any benefits or payments under the Contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter.

c. "Immediate family member" means the spouse, parent (including stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.

d. The owner certifies and is responsible for assuring that no person or entity has or will have a prohibited interest, at execution of the Housing Assistance Payments Contract, or at any time during the Housing Assistance Payments contract term.

e. If a prohibited interest occurs, the owner shall promptly and fully disclose such interest to the Fayette County Housing Authority and the U. S. Department of Housing and Urban Development.

f. The Conflict of Interest prohibition under this section may be waived by the U. S. Department of Housing and Urban Development Field Office for good cause.

g. No member of or delegate to the Congress of the United Sates or resident commissioner shall be admitted to any share or part of the Housing Assistance Payments Contract or to any benefits, which may arise from it.

I/We hereby certify that I/We _____ do or _____ do not have a relative who is an Employee or Member of the Board of Directors of the Fayette County Housing Authority.

If you have a relative who is an Employee or Board Member, please list name and position below.

Name of Relative_____

Position at the Fayette County Housing Authority_____

IF THERE ARE JOINT OWNERS, ALL OWNERS MUST SIGN

Printed Name of Landlord_____

Signature of Landlord_____

Signature of Landlord_____

Date_____

FCHA 5/2015

Request for Tenancy Approval
Housing Choice Voucher Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 09/30/2017)

Public reporting burden for this collection of information is estimated to average .08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. The Department of Housing and Urban Development (HUD) is authorized to collect information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the data on the family's selected unit is mandatory. The information is used to determine if the unit is eligible for rental assistance. HUD may disclose this information to Federal, State, and local agencies when relevant civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released ourside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family voucher assistance.

1. Name of Public Housing Agency (PHA)	2. Address of Unit (street address, apartment number, city, State & zip code)

3. Requested Beginning Date of Lease	4. Number of Bedrooms	5. Year Constructed	6. Proposed Rent	7. Security Deposit Amt.	8. Date Unit Available for Inspection

9. Type of House/Apartment

☐ Single Family Detached ☐ Semi-Detached / Row House ☐ Manufactured Home ☐ Garden / Walkup ☐ Elevator / High-Rise

10. If this unit is subsidized, indicate type of subsidy

☐ Section 202 ☐ Section 221(d)(3)(BMIR) ☐ Section 236 (Insured or noninsured) ☐ Section 515 Rural Development

☐ Home ☐ Tax Credit

☐ Other (Describe Other Subsidy, Including Any State or Local Subsidy) _____

11. Utilities and Appliances

The owner shall provide or pay for the utilities and appliances indicated below by an "O". The tenant shall provide or pay for the utilities and appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

Item	Specify fuel type	Provided by	Paid by
Heating	☐ Natural gas ☐ Bottle gas ☐ Oil ☐ Electric ☐ Coal or Other		
Cooking	☐ Natural gas ☐ Bottle gas ☐ Oil ☐ Electric ☐ Coal or Other		
Water Heating	☐ Natural gas ☐ Bottle gas ☐ Oil ☐ Electric ☐ Coal or Other		
Other Electric			
Water			
Sewer			
Trash Collection			
Air Conditioning			
Refrigerator			
Range/Microwave			
Other (specify)			

12. Owner's Certifications.

a. The program regulation requires the PHA to certify that the rent charged to the housing choice voucher tenant is not more than the rent charged for other unassisted comparable units. **Owners of projects with more than 4 units must complete the following section for most recently leased comparable unassisted units within the premises.**

Address and unit number	Date Rented	Rental Amount
1.		
2.		
3.		

b. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving leasing of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

c. Check one of the following:

_____ Lead-based paint disclosure requirements do not apply because this property was built on or after January 1, 1978.

_____ The unit, common areas servicing the unit, and exterior painted surfaces associated with such unit or common areas have been found to be lead-based paint free by a lead-based paint inspector certified under the Federal certification program or under a federally accredited State certification program.

_____ A completed statement is attached containing disclosure of known information on lead-based paint and/or lead-based paint hazards in the unit, common areas or exterior painted surfaces, including a statement that the owner has provided the lead hazard information pamphlet to the family.

13. **The PHA has not screened the family's behavior or suitability for tenancy. Such screening is the owner's own responsibility.**

14. The owner's lease must include word-for-word all provisions of the HUD tenancy addendum.

15. The PHA will arrange for inspection of the unit and will notify the owner and family as to whether or not the unit will be approved.

Print or Type Name of Owner/Owner Representative		Print or Type Name of Household Head	
Signature		Signature (Household Head)	
Business Address		Present Address of Family (street address, apartment no., city, State, & zip code)	
Telephone Number	Date (mm/dd/yyyy)	Telephone Number	Date (mm/dd/yyyy)

Housing Assistance Payments Contract
(HAP Contract)
Section 8 Tenant-Based Assistance
Housing Choice Voucher Program

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing
OMB Approval 2577-0169 (Exp. 04/30/2018)

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of family members' names and unit address, and owner's name and payment address is mandatory. The information is used to provide Section 8 tenant-based assistance under the Housing Choice Voucher program in the form of housing assistance payments. The information also specifies what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family or owner participation in the program.

Instructions for use of HAP Contract

This form of Housing Assistance Payments Contract (HAP contract) is used to provide Section 8 tenant-based assistance under the housing choice voucher program (voucher program) of the U.S. Department of Housing and Urban Development (HUD). The main regulation for this program is 24 Code of Federal Regulations Part 982.

The local voucher program is administered by a public housing agency (PHA) . The HAP contract is an agreement between the PHA and the owner of a unit occupied by an assisted family. The HAP contract has three parts:

Part A Contract information (fill-ins). See section by section instructions. Part B Body of contract
Part C Tenancy addendum

Use of this form

Use of this HAP contract is required by HUD. Modification of the HAP contract is not permitted. The HAP contract must be word-for-word in the form prescribed by HUD.

However, the PHA may choose to add the following:

Language that prohibits the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Such a prohibition must be added to Part A of the HAP contract.

Language that defines when the housing assistance payment by the PHA is deemed received by the owner (e.g., upon mailing by the PHA or actual receipt by the owner). Such language must be added to Part A of the HAP contract.

To prepare the HAP contract, fill in all contract information in Part A of the contract. Part A must then be executed by the owner and the PHA.

Use for special housing types

In addition to use for the basic Section 8 voucher program, this form must also be used for the following "special housing types" which are voucher program variants for special needs (see 24 CFR Part 982, Subpart M): (1) single room occupancy (SRO) housing; (2) congregate housing; (3) group home; (4) shared housing; and (5) manufactured home rental by a family that leases the manufactured home and space. When this form is used for a special housing type, the special housing type shall be specified in Part A of the HAP contract, as follows: "This HAP contract is used for the following special housing type under HUD regulations for the Section 8 voucher program: (Insert Name of Special Housing type)."

However, this form may not be used for the following special housing types: (1) manufactured home space rental by a family that owns the manufactured home and leases only the space; (2) cooperative housing; and (3) the homeownership option under Section 8(y) of the United States Housing Act of 1937 (42 U.S.C. 1437f(y)).

How to fill in Part A

Section by Section Instructions

Section 2: **Tenant**

Enter full name of tenant.

Section 3. **Contract Unit**

Enter address of unit, including apartment number, if any.

Section 4. **Household Members**

Enter full names of all PHA-approved household members. Specify if any such person is a live-in aide, which is a person approved by the PHA to reside in the unit to provide supportive services for a family member who is a person with disabilities.

Section 5. **Initial Lease Term**

Enter first date and last date of initial lease term.

The initial lease term must be for at least one year. However, the PHA may approve a shorter initial lease term if the PHA determines that:

Such shorter term would improve housing opportunities for the tenant, **and**

Such shorter term is the prevailing local market practice.

Section 6. **Initial Rent to Owner**

Enter the amount of the monthly rent to owner during the initial lease term. The PHA must determine that the rent to owner is reasonable in comparison to rent for other comparable unassisted units. During the initial lease term, the owner may not raise the rent to owner.

Section 7. **Housing Assistance Payment**

Enter the initial amount of the monthly housing assistance payment.

Section 8. **Utilities and Appliances.**

The lease and the HAP contract must specify what utilities and appliances are to be supplied by the owner, and what utilities and appliances are to be supplied by the tenant. Fill in section 8 to show who is responsible to provide or pay for utilities and appliances.

Part A of the HAP Contract: Contract Information

(To prepare the contract, fill out all contract information in Part A.)

1. **Contents of Contract** This HAP contract has three parts:

   Part A: Contract Information

   Part B: Body of Contract Part

   C: Tenancy Addendum

2. **Tenant**

3. **Contract Unit**

4. **Household**

   The following persons may reside in the unit. Other persons may not be added to the household without prior written approval of the owner and the PHA.

5. **Initial Lease Term**

   The initial lease term begins on (mm/dd/yyyy): _____

   The initial lease term ends on (mm/dd/yyyy): _____

6. **Initial Rent to Owner**

   The initial rent to owner is: $ _____
   During the initial lease term, the owner may not raise the rent to owner.

7. **Initial Housing Assistance Payment**

The HAP contract term commences on the first day of the initial lease term. At the beginning of the HAP contract term, the amount of the housing assistance payment by the PHA to the owner is $_____ per month.
The amount of the monthly housing assistance payment by the PHA to the owner is subject to change during the HAP contract term in accordance with HUD requirements.

8. Utilities and Appliances

The owner shall provide or pay for the utilities and appliances indicated below by an " O". The tenant shall provide or pay for the utilities and appliances indicated below by a "T". Unless otherwise specified below, the owner shall pay for all utilities and appliances provided by the owner.

Item	Specify fuel type				Provided by	Paid by
Heating	Natural gas ☐	Bottle gas ☐	Oil or Electric ☐	☐ Coal or Other		
Cooking	Natural gas ☐	Bottle gas ☐	Oil or Electric ☐	☐ Coal or Other		
Water Heating	Natural gas ☐	Bottle gas ☐	Oil or Electric ☐	☐ Coal or Other		
Other Electric						
Water						
Sewer						
Trash Collection						
Air Conditioning						
Refrigerator						
Range/Microwave						
Other (specify)						

Signatures:

Public Housing Agency

Print or Type Name of PHA

Signature

Print or Type Name and Title of Signatory

Date (mm/dd/yyyy)

Owner

Print or Type Name of Owner

Signature

Print or Type Name and Title of Signatory

Date (mm/dd/yyyy)

Mail Payments to:

Name

Address (street, city, State, Zip)

Part B of HAP Contract: Body of Contract

1. Purpose

a. This is a HAP contract between the PHA and the owner. The HAP contract is entered to provide assistance for the family under the Section 8 voucher program (see HUD program regulations at 24 Code of Federal Regulations Part 982).

b. The HAP contract only applies to the household and contract unit specified in Part A of the HAP contract.

c. During the HAP contract term, the PHA will pay housing assistance payments to the owner in accordance with the HAP contract.

d. The family will reside in the contract unit with assistance under the Section 8 voucher program. The housing assistance payments by the PHA assist the tenant to lease the contract unit from the owner for occupancy by the family.

2. Lease of Contract Unit

a The owner has leased the contract unit to the tenant for occupancy by the family with assistance under the Section 8 voucher program.

b The PHA has approved leasing of the unit in accordance with requirements of the Section 8 voucher program.

c The lease for the contract unit must include word-for-word all provisions of the tenancy addendum required by HUD (Part C of the HAP contract).

d The owner certifies that:

(1) The owner and the tenant have entered into a lease of the contract unit that includes all provisions of the tenancy addendum.

(2) The lease is in a standard form that is used in the locality by the owner and that is generally used for other unassisted tenants in the premises.

(3) The lease is consistent with State and local law.

e The owner is responsible for screening the family's behavior or suitability for tenancy. The PHA is not responsible for such screening. The PHA has no liability or responsibility to the owner or other persons for the family's behavior or the family's conduct in tenancy.

3. Maintenance, Utilities, and Other Services

a. The owner must maintain the contract unit and premises in accordance with the housing quality standards (HQS).

b. The owner must provide all utilities needed to comply with the HQS.

c. If the owner does not maintain the contract unit in accordance with the HQS, or fails to provide all utilities needed to comply with the HQS, the PHA may exercise any available remedies. PHA remedies for such breach include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract. The PHA may not exercise such remedies against the owner because of an HQS breach for which the family is responsible, and that is not caused by the owner.

d. The PHA shall not make any housing assistance payments if the contract unit does not meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within the period specified by the PHA.

e. The PHA may inspect the contract unit and premises at such times as the PHA determines necessary, to ensure that the unit is in accordance with the HQS.

f. The PHA must notify the owner of any HQS defects shown by the inspection.

g. The owner must provide all housing services as agreed to in the lease.

4. Term of HAP Contract

a. **Relation to lease term**. The term of the HAP contract begins on the first day of the initial term of the lease, and terminates on the last day of the term of the lease (including the initial lease term and any extensions).

b. When HAP contract terminates.

(1) The HAP contract terminates automatically if the lease is terminated by the owner or the tenant.

(2) The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the HAP contract terminates automatically.

(3) If the family moves from the contract unit, the HAP contract terminates automatically.

(4) The HAP contract terminates automatically 180 calendar days after the last housing assistance payment to the owner.

(5) The PHA may terminate the HAP contract if the PHA determines, in accordance with HUD requirements, that available program funding is not sufficient to support continued assistance for families in the program.

(6) The HAP contract terminates automatically upon the death of a single member household, including single member households with a live-in aide.

(7) The PHA may terminate the HAP contract if the PHA determines that the contract unit does not provide adequate space in accordance with the HQS because of an increase in family size or a change in family composition.

(8) If the family breaks up, the PHA may terminate the HAP contract, or may continue housing assistance payments on behalf of family members who remain in the contract unit.

(9) The PHA may terminate the HAP contract if the PHA determines that the unit does not meet all requirements of the HQS, or determines that the owner has otherwise breached the HAP contract.

5. **Provision and Payment for Utilities and Appliances**

a. The lease must specify what utilities are to be provided or paid by the owner or the tenant.

b. The lease must specify what appliances are to be provided or paid by the owner or the tenant.

c. Part A of the HAP contract specifies what utilities and appliances are to be provided or paid by the owner or the tenant. The lease shall be consistent with the HAP contract.

6. **Rent to Owner: Reasonable Rent**

a During the HAP contract term, the rent to owner may at no time exceed the reasonable rent for the contract unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

b. The PHA must determine whether the rent to owner is reasonable in comparison to rent for other comparable unassisted units. To make this determination, the PHA must consider:

(1) The location, quality, size, unit type, and age of the contract unit; and

(2) Any amenities, housing services, maintenance and utilities provided and paid by the owner.

c. The PHA must redetermine the reasonable rent when required in accordance with HUD requirements. The PHA may redetermine the reasonable rent at any time.

d. During the HAP contract term, the rent to owner may not exceed rent charged by the owner for comparable unassisted units in the premises. The owner must give the PHA any information requested by the PHA on rents charged by the owner for other units in the premises or elsewhere.

7. **PHA Payment to Owner**

a. When paid

(1) During the term of the HAP contract, the PHA must make monthly housing assistance payments to the owner on behalf of the family at the beginning of each month.

(2) The PHA must pay housing assistance payments promptly when due to the owner.

(3) If housing assistance payments are not paid promptly when due after the first two calendar months of the HAP contract term, the PHA shall pay the owner penalties if all of the following circumstances apply: (i) Such penalties are in accordance with generally accepted practices and law, as applicable in the local housing market, governing penalties for late payment of rent by a tenant; (ii) It is the owner's practice to charge such penalties for assisted and unassisted tenants; and (iii) The owner also charges such penalties against the tenant for late payment of family rent to owner. However, the PHA shall not be obligated to pay any late payment penalty if HUD determines that late payment by the PHA is due to factors beyond the PHA's control. Moreover, the PHA shall not be obligated to pay any late payment penalty if housing assistance payments by the PHA are delayed or denied as a remedy for owner breach of the HAP contract (including any of the following PHA remedies: recovery of overpayments, suspension of housing assistance payments, abatement or reduction of housing assistance payments, termination of housing assistance payments and termination of the contract).

(4) Housing assistance payments shall only be paid to the owner while the family is residing in the contract unit during the term of the HAP contract. The PHA shall not pay a housing assistance payment to the owner for any month after the month when the family moves out.

b. **Owner compliance with HAP contract.** Unless the owner has complied with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments under the HAP contract.

c. **Amount of PHA payment to owner**

(1) The amount of the monthly PHA housing assistance payment to the owner shall be determined by the PHA in accordance with HUD requirements for a tenancy under the voucher program.

(2) The amount of the PHA housing assistance payment is subject to change during the HAP contract term in accordance with HUD requirements. The PHA must notify the family and the owner of any changes in the amount of the housing assistance payment.

(3) The housing assistance payment for the first month of the HAP contract term shall be prorated for a partial month.

d. **Application of payment.** The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

e **Limit of PHA responsibility.**

(1) The PHA is only responsible for making housing assistance payments to the owner in accordance with the HAP contract and HUD requirements for a tenancy under the voucher program.

(2) The PHA shall not pay any portion of the rent to owner in excess of the housing assistance payment. The PHA shall not pay any other claim by the owner against the family.

f **Overpayment to owner.** If the PHA determines that the owner is not entitled to the housing assistance payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner (including amounts due under any other Section 8 assistance contract).

8. **Owner Certification**

During the term of this contract, the owner certifies that:

a. The owner is maintaining the contract unit and premises in accordance with the HQS.

b. The contract unit is leased to the tenant. The lease includes the tenancy addendum (Part C of the HAP contract), and is in accordance with the HAP contract and program requirements. The owner has provided the lease to the PHA, including any revisions of the lease.

c. The rent to owner does not exceed rents charged by the owner for rental of comparable unassisted units in the premises.

d. Except for the rent to owner, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit during the HAP contract term.

e. The family does not own or have any interest in the contract unit.

f. To the best of the owner's knowledge, the members of the family reside in the contract unit, and the unit is the family's only residence.

g. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of the family, unless the PHA has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

9. **Prohibition of Discrimination**. In accordance with applicable equal opportunity statutes, Executive Orders, and regulations:

a. The owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the HAP contract.

b. The owner must cooperate with the PHA and HUD in conducting equal opportunity compliance reviews and complaint investigations in connection with the HAP contract.

10. **Owner's Breach of HAP Contract**

a Any of the following actions by the owner (including a principal or other interested party) is a breach of the HAP contract by the owner:

(1) If the owner has violated any obligation under the HAP contract, including the owner's obligation to maintain the unit in accordance with the HQS.

(2) If the owner has violated any obligation under any other housing assistance payments contract under Section 8.

(3) If the owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.

(4) For projects with mortgages insured by HUD or loans made by HUD, if the owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or if the owner has committed fraud, bribery or any other corrupt or criminal act in connection with the mortgage or loan.

(5) If the owner has engaged in any drug-related criminal activity or any violent criminal activity.

b. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights and remedies under the HAP contract, or any other available rights and remedies for such breach. The PHA shall notify the owner of such determination, including a brief statement of the reasons for the determination. The notice by the PHA to the owner may require the owner to take corrective action, as verified or determined by the PHA, by a deadline prescribed in the notice.

c. The PHA's rights and remedies for owner breach of the HAP contract include recovery of overpayments, suspension of housing assistance payments, abatement or other reduction of housing assistance payments, termination of housing assistance payments, and termination of the HAP contract.

d. The PHA may seek and obtain additional relief by judicial order or action, including specific performance, other injunctive relief or order for damages.

e. Even if the family continues to live in the contract unit, the PHA may exercise any rights and remedies for owner breach of the HAP contract.

f. The PHA's exercise or non-exercise of any right or remedy for owner breach of the HAP contract is not a waiver of the right to exercise that or any other right or remedy at any time.

11. **PHA and HUD Access to Premises and Owner's Records**

a. The owner must provide any information pertinent to the HAP contract that the PHA or HUD may reasonably require.

b. The PHA, HUD and the Comptroller General of the United States shall have full and free access to the contract unit and the premises, and to all accounts and other records of the owner that are relevant to the HAP contract, including the right to examine or audit the records and to make copies.

c. The owner must grant such access to computerized or other electronic records, and to any computers, equipment or facilities containing such records, and must provide any information or assistance needed to access the records.

12. **Exclusion of Third Party Rights**

a. The family is not a party to or third party beneficiary of Part B of the HAP contract. The family may not enforce any provision of Part B, and may not exercise any right or remedy against the owner or PHA under Part B.

b. The tenant or the PHA may enforce the tenancy addendum (Part C of the HAP contract) against the owner, and may exercise any right or remedy against the owner under the tenancy addendum.

c. The PHA does not assume any responsibility for injury to, or any liability to, any person injured as a result of the owner's action or failure to act in connection with management of the contract unit or the premises or with implementation of the HAP contract, or as a result of any other action or failure to act by the owner.

d. The owner is not the agent of the PHA, and the HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with management of

the contract unit or the premises or with implementation of the HAP contract.

13. **Conflict of Interest**

a "Covered individual" means a person or entity who is a member of any of the following classes:

(1) Any present or former member or officer of the PHA (except a PHA commissioner who is a participant in the program);

(2) Any employee of the PHA, or any contractor, sub-contractor or agent of the PHA, who formulates policy or who influences decisions with respect to the program;

(3) Any public official, member of a governing body, or State or local legislator, who exercises functions or responsibilities with respect to the program; or

(4) Any member of the Congress of the United States.

b. A covered individual may not have any direct or indirect interest in the HAP contract or in any benefits or payments under the contract (including the interest of an immediate family member of such covered individual) while such person is a covered individual or during one year thereafter.

c. "Immediate family member" means the spouse, parent (including a stepparent), child (including a stepchild), grandparent, grandchild, sister or brother (including a stepsister or stepbrother) of any covered individual.

d. The owner certifies and is responsible for assuring that no person or entity has or will have a prohibited interest, at execution of the HAP contract, or at any time during the HAP contract term.

e. If a prohibited interest occurs, the owner shall promptly and fully disclose such interest to the PHA and HUD.

f. The conflict of interest prohibition under this section may be waived by the HUD field office for good cause.

g. No member of or delegate to the Congress of the United States or resident commissioner shall be admitted to any share or part of the HAP contract or to any benefits which may arise from it.

14. **Assignment of the HAP Contract**

a. The owner may not assign the HAP contract to a new owner without the prior written consent of the PHA.

b. If the owner requests PHA consent to assign the HAP contract to a new owner, the owner shall supply any information as required by the PHA pertinent to the proposed assignment.

c. The HAP contract may not be assigned to a new owner that is debarred, suspended or subject to a limited denial of participation under HUD regulations (see 24 Code of Federal Regulations Part 24).

d. The HAP contract may not be assigned to a new owner if HUD has prohibited such assignment because:

(1) The Federal government has instituted an administrative or judicial action against the owner or proposed new owner for violation of the Fair Housing Act or other Federal equal opportunity requirements, and such action is pending; or

(2) A court or administrative agency has determined that the owner or proposed new owner violated the Fair Housing Act or other Federal equal opportunity requirements.

e. The HAP contract may not be assigned to a new owner if the new owner (including a principal or other interested party) is the parent, child, grandparent, grandchild, sister or brother of any member of the family, unless the PHA has determined (and has notified the family of such determination) that approving the assignment, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities.

f. The PHA may deny approval to assign the HAP contract if the owner or proposed new owner (including a principal or other interested party):

(1) Has violated obligations under a housing assistance payments contract under Section 8;

(2) Has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing program;

(3) Has engaged in any drug-related criminal activity or any violent criminal activity;

(4) Has a history or practice of non-compliance with the HQS for units leased under the Section 8 tenant-based programs, or non-compliance with applicable housing standards for units leased with project-based Section 8 assistance or for units leased under any other Federal housing program;

(5) Has a history or practice of failing to terminate tenancy of tenants assisted under any Federally assisted housing program for activity engaged in by the tenant, any member of the household, a guest or another person under the control of any member of the household that:

(a) Threatens the right to peaceful enjoyment of the premises by other residents;

(b) Threatens the health or safety of other residents, of employees of the PHA, or of owner employees or other persons engaged in management of the housing;

(c) Threatens the health or safety of, or the right to peaceful enjoyment of their residents by, persons residing in the immediate vicinity of the premises; or

(d) Is drug-related criminal activity or violent criminal activity;

(6) Has a history or practice of renting units that fail to meet State or local housing codes; or

(7) Has not paid State or local real estate taxes, fines or assessments.

g. The new owner must agree to be bound by and comply with the HAP contract. The agreement must be in writing, and in a form acceptable to the PHA. The new owner must give the PHA a copy of the executed agreement.

15. **Foreclosure.** In the case of any foreclosure, the immediate successor in interest in the property pursuant to the foreclosure shall assume such interest subject to the lease between the prior owner and the tenant and to the HAP contract between the prior owner and the PHA for the occupied unit. This provision does not affect any State or local law that provides longer time periods or other additional protections for tenants. **This provision will sunset on December 31, 2012 unless extended by law.**

16. Written Notices. Any notice by the PHA or the owner in connection with this contract must be in writing.

17. Entire Agreement: Interpretation

a. The HAP contract contains the entire agreement between the owner and the PHA.

b The HAP contract shall be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including the HUD program regulations at 24 Code of Federal Regulations Part 982.

Part C of HAP Contract: Tenancy Addendum

1. Section 8 Voucher Program

a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).

b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

2. Lease

a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.

b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

3. Use of Contract Unit

a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.

b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.

c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.

d. The tenant may not sublease or let the unit.

e. The tenant may not assign the lease or transfer the unit.

4. Rent to Owner

a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.

b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.

c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:

(1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or

(2) Rent charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner

a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.

b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.

c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.

e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.

f. The owner must immediately return any excess rent payment to the tenant.

6. Other Fees and Charges

a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.

b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.

c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

7. Maintenance, Utilities, and Other Services

a **Maintenance**

(1) The owner must maintain the unit and premises in accordance with the HQS.

(2) Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

b **Utilities and appliances**

(1) The owner must provide all utilities needed to comply with the HQS.

(2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:

(a) Pay for any utilities that are to be paid by the tenant.

(b) Provide and maintain any appliances that are to be provided by the tenant.

c. **Family damage.** The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.

d **Housing services.** The owner must provide all housing services as agreed to in the lease.

8. Termination of Tenancy by Owner

a. **Requirements.** The owner may only terminate the tenancy in accordance with the lease and HUD requirements.

b **Grounds.** During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:

(1) Serious or repeated violation of the lease;

(2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;

(3) Criminal activity or alcohol abuse (as provided in paragraph c); or

(4) Other good cause (as provided in paragraph d).

c **Criminal activity or alcohol abuse.**

(1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:

(a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);

(b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;

(c) Any violent criminal activity on or near the premises; or

(d) Any drug-related criminal activity on or near the premises.

(2) The owner may terminate the tenancy during the term of the lease if any member of the household is:

(a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or

(b) Violating a condition of probation or parole under Federal or State law.

(3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

(4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d **Other good cause for termination of tenancy**

(1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.

(2) During the initial lease term or during any extension term, other good cause may include:

(a) Disturbance of neighbors,

(b) Destruction of property, or

(c) Living or housekeeping habits that cause damage to the unit or premises.

(3) After the initial lease term, such good cause may include:

(a) The tenant's failure to accept the owner's offer of a new lease or revision;

(b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or

(c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

(5) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.

(6) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner: (a) will occupy the unit as a primary residence; and (b) has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This

provision shall not affect any State or local law that provides for longer time periods or addition protections for tenants. **This provision will sunset on December 31, 2012 unless extended by law.**

e. Protections for Victims of Abuse.

(1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of such a victim.

(2) Criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence, or stalking.

(3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program.

(4) Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.

(5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.

(6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.

(7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

f. Eviction by court action. The owner may only evict the tenant by a court action.

g. Owner notice of grounds

(1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.

(2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.

(3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

9. Lease: Relation to HAP Contract

If the HAP contract terminates for any reason, the lease terminates automatically.

10. PHA Termination of Assistance

The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.

11. Family Move Out

The tenant must notify the PHA and the owner before the family moves out of the unit.

12. Security Deposit

a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)

b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.

c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.

d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

13. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

14. Conflict with Other Provisions of Lease

a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.

b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

15. Changes in Lease or Rent

a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.

b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:

(1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;

(2) If there are any changes in lease provisions governing the term of the lease;

(3) If the family moves to a new unit, even if the unit is in the same building or complex.

c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.

d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

16. Notices

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

17. Definitions

Contract unit. The housing unit rented by the tenant with assistance under the program.

Family. The persons who may reside in the unit with assistance under the program.

HAP contract. The housing assistance payments contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP contract.

Household. The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

Housing quality standards (HQS). The HUD minimum quality standards for housing assisted under the Section 8 tenant-based programs.

HUD. The U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

Lease. The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.

PHA. Public Housing Agency.

Premises. The building or complex in which the contract unit is located, including common areas and grounds.

Program. The Section 8 housing choice voucher program.

Rent to owner. The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

Section 8. Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

Tenant. The family member (or members) who leases the unit from the owner.

Voucher program. The Section 8 housing choice voucher program. Under this program, HUD provides funds to a PHA for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy for a tenancy under the voucher program.

TENANT LEASE

Section 8 Tenant-Based Assistance Housing Choice Voucher Program

This lease is in three parts: Part A contains required lease information. Part B consists of the HUD 52641-A Tenancy Addendum, and Part C contains additional lease provisions.

Part A: Lease Information

1. **Contract Unit:** (enter address of unit, including apartment number, if any)

2. **Owner:** (enter name and address of owner)

3. **Initial Term**: The initial term of lease must be at least one year unless a shorter term is approved by the PHA.

   The initial term begins on

   The initial term ends on

   Following the initial term of the lease, the lease will be renewed automatically on a month-to-month basis until:

   a. termination of the lease by the owner in accordance with this lease;
   b. termination of the lease by the tenant in accordance with this lease;
   c. mutual agreement between the owner and tenant to terminate the lease during the term of the lease;
   d. termination of the Housing Assistance Payments Contract by the PHA;
   e. termination of the tenant family's assistance by the PHA.

4. **Household Members**: (Enter the full names of all family members)

   The family must promptly inform the PHA of the birth, adoption, or court-awarded custody of a child. No other person may reside in the unit without prior written approval by the Owner and the PHA.

5. **Rent to Owner** (total monthly rent):

   a. **Housing Assistance Payment to Owner:**

b. Tenant Rent to Owner:

c. Utility Reimbursement to Tenant:

The total rent to owner is the initial rent for this unit. The housing assistance payment to owner shall be payable by the Public Housing Agency (PHA) as housing assistance payments on behalf of the tenant.

The tenant rent to owner shall be payable by the tenant directly to the Owner.

The amount of the rent to owner is subject to change after the initial term of the lease upon agreement by the owner and tenant. The owner must give the PHA 60 calendar days written notice before commencement of any change in rent. The notice shall state the new rental amount and the date the new rental amount will be effective. Changes in rent shall be subject to the PHA'S rent reasonableness requirements.

The amount of tenant rent is subject to change during the term of the lease. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the PHA to the family and owner.

c. **Penalties for Late Payment of Tenant Rent:** The tenant shall be charged a late charge for all rent not paid in accordance with the terms and conditions of this lease. Such late charge shall be in addition to the usual monthly rent and will apply if tenant rent is unpaid on the day of the month.

6. **Security Deposit:** The tenant has deposited with the owner as a security deposit. The amount of the security deposit does not exceed one (1) month's contract rent.

7. **Pets:** No pets unless the tenant receives written permission from the Owner.

8. **Utilities and Appliances:** The owner shall provide for or pay for the utilities and appliances as indicated below by an **"O"** WITHOUT ANY ADDITIONAL CHARGE TO THE TENANT. The tenant shall provide or pay for the utilities and appliances as indicated below by a **"T."**

Item		Provided By	Paid By
Heating	Natural Gas		
	Electric		
	Bottle Gas		
	Oil		
	Coal		
	Kerosene		
Cooking	Natural Gas		
	Electric		
	Bottle Gas		
Other Electric			

Item		Provided By	Paid By
Water Heating	Natural Gas		
	Electric		
	Bottle Gas		
	Oil		
Water			
Sewer			
Trash Collection			
Range			
Refrigerator			
Other (specify)			

The owner shall provide the following additional appliances for the dwelling unit. (If none, specify no additional appliances are provided.)

9. **Maintenance and Services:**

   Extermination: The Owner shall provide extermination services on an as needed basis.

10. **Lease termination or move-out by the family:** The tenant may terminate the lease without cause at any time after the initial term of the lease by giving a 30 calendar day written notice to the Owner. The notice needs to be given at the beginning of the month. The tenant must notify the PHA and the Owner before moving out of the unit.

SIGNATURES:

TENANT _____
Signature of Head of Household Date

_____
(Household Member 18 yrs. Of Age and Older) Date

_____
(Household Member 18 yrs. Of Age and Older) Date

_____
(Household Member 18 yrs. Of Age and Older) Date

_____
(Household Member 18 yrs. Of Age and Older) Date

OWNER _____
Signature of Owner Date

OWNER _____
Signature of Owner Date

TENANCY ADDENDUM
Section 8 Tenant-Based Assistance Housing Choice Voucher Program (To be attached to Tenant Lease)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
OMB Approval No. 2577-0169
Exp. 09/30/2017

1. Section 8 Voucher Program

a. The owner is leasing the contract unit to the tenant for occupancy by the tenant's family with assistance for a tenancy under the Section 8 housing choice voucher program (voucher program) of the United States Department of Housing and Urban Development (HUD).

b. The owner has entered into a Housing Assistance Payments Contract (HAP contract) with the PHA under the voucher program. Under the HAP contract, the PHA will make housing assistance payments to the owner to assist the tenant in leasing the unit from the owner.

2. Lease

a. The owner has given the PHA a copy of the lease, including any revisions agreed by the owner and the tenant. The owner certifies that the terms of the lease are in accordance with all provisions of the HAP contract and that the lease includes the tenancy addendum.

b. The tenant shall have the right to enforce the tenancy addendum against the owner. If there is any conflict between the tenancy addendum and any other provisions of the lease, the language of the tenancy addendum shall control.

3. Use of Contract Unit

a. During the lease term, the family will reside in the contract unit with assistance under the voucher program.

b. The composition of the household must be approved by the PHA. The family must promptly inform the PHA of the birth, adoption or court-awarded custody of a child. Other persons may not be added to the household without prior written approval of the owner and the PHA.

c. The contract unit may only be used for residence by the PHA-approved household members. The unit must be the family's only residence. Members of the household may engage in legal profit making activities incidental to primary use of the unit for residence by members of the family.

d. The tenant may not sublease or let the unit.

e. The tenant may not assign the lease or transfer the unit.

4. Rent to Owner

a. The initial rent to owner may not exceed the amount approved by the PHA in accordance with HUD requirements.

b. Changes in the rent to owner shall be determined by the provisions of the lease. However, the owner may not raise the rent during the initial term of the lease.

c. During the term of the lease (including the initial term of the lease and any extension term), the rent to owner may at no time exceed:

(1) The reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements, or

(2) Rent charged by the owner for comparable unassisted units in the premises.

5. Family Payment to Owner

a. The family is responsible for paying the owner any portion of the rent to owner that is not covered by the PHA housing assistance payment.

b. Each month, the PHA will make a housing assistance payment to the owner on behalf of the family in accordance with the HAP contract. The amount of the monthly housing assistance payment will be determined by the PHA in accordance with HUD requirements for a tenancy under the Section 8 voucher program.

c. The monthly housing assistance payment shall be credited against the monthly rent to owner for the contract unit.

d. The tenant is not responsible for paying the portion of rent to owner covered by the PHA housing assistance payment under the HAP contract between the owner and the PHA. A PHA failure to pay the housing assistance payment to the owner is not a violation of the lease. The owner may not terminate the tenancy for nonpayment of the PHA housing assistance payment.

e. The owner may not charge or accept, from the family or from any other source, any payment for rent of the unit in addition to the rent to owner. Rent to owner includes all housing services, maintenance, utilities and appliances to be provided and paid by the owner in accordance with the lease.

f. The owner must immediately return any excess rent payment to the tenant.

6. Other Fees and Charges

a. Rent to owner does not include cost of any meals or supportive services or furniture which may be provided by the owner.

b. The owner may not require the tenant or family members to pay charges for any meals or supportive services or furniture which may be provided by the owner. Nonpayment of any such charges is not grounds for termination of tenancy.

c. The owner may not charge the tenant extra amounts for items customarily included in rent to owner in the locality, or provided at no additional cost to unsubsidized tenants in the premises.

7. Maintenance, Utilities, and Other Services

a **Maintenance**

(1) The owner must maintain the unit and premises in accordance with the HQS.

(2) Maintenance and replacement (including

redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

b **Utilities and appliances**

(1) The owner must provide all utilities needed to comply with the HQS.

(2) The owner is not responsible for a breach of the HQS caused by the tenant's failure to:

(a) Pay for any utilities that are to be paid by the tenant.

(b) Provide and maintain any appliances that are to be provided by the tenant.

c **Family damage.** The owner is not responsible for a breach of the HQS because of damages beyond normal wear and tear caused by any member of the household or by a guest.

d **Housing services.** The owner must provide all housing services as agreed to in the lease.

8. Termination of Tenancy by Owner

a. **Requirements.** The owner may only terminate the tenancy in accordance with the lease and HUD requirements.

b **Grounds.** During the term of the lease (the initial term of the lease or any extension term), the owner may only terminate the tenancy because of:

(1) Serious or repeated violation of the lease;

(2) Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;

(3) Criminal activity or alcohol abuse (as provided in paragraph c); or

(4) Other good cause (as provided in paragraph d).

c **Criminal activity or alcohol abuse.**

(1) The owner may terminate the tenancy during the term of the lease if any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:

(a) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);

(b) Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;

(c) Any violent criminal activity on or near the premises; or

(d) Any drug-related criminal activity on or near the premises.

(2) The owner may terminate the tenancy during the term of the lease if any member of the household is:

(a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or

(b) Violating a condition of probation or parole under Federal or State law.

(3) The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

(4) The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

d **Other good cause for termination of tenancy**

(1) During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.

(2) During the initial lease term or during any extension term, other good cause may include:

(a) Disturbance of neighbors,

(b) Destruction of property, or

(c) Living or housekeeping habits that cause damage to the unit or premises.

(3) After the initial lease term, such good cause may include:

(a) The tenant's failure to accept the owner's offer of a new lease or revision;

(b) The owner's desire to use the unit for personal or family use or for a purpose other than use as a residential rental unit; or

(c) A business or economic reason for termination of the tenancy (such as sale of the property, renovation of the unit, the owner's desire to rent the unit for a higher rent).

(4) The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.

(5) In the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease, requiring the tenant to vacate the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner: (a) will occupy the unit as a primary residence; and (b) has provided the tenant a notice to vacate at least 90 days before the effective date of such notice. This provision shall not affect any State or local law that provides for longer time periods or addition protections for tenants. **This provision will sunset on December 31, 2012 unless extended by law.**

e. Protections for Victims of Abuse.

(1) An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy, or occupancy rights of such a victim.

(2) Criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence, or stalking.

(3) Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, a PHA, owner or manager may "bifurcate" a lease, or otherwise remove a household member from a lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State, and local law for the termination of leases or assistance under the housing choice voucher program.

(4) Nothing in this section may be construed to limit the authority of a public housing agency, owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.

(5) Nothing in this section limits any otherwise available authority of an owner or manager to evict or the public housing agency to terminate assistance to a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.

(6) Nothing in this section may be construed to limit the authority of an owner or manager to evict, or the public housing agency to terminate assistance, to any tenant if the owner, manager, or public housing agency can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant is not evicted or terminated from assistance.

(7) Nothing in this section shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

f. Eviction by court action. The owner may only evict the tenant by a court action.

g. Owner notice of grounds

(1) At or before the beginning of a court action to evict the tenant, the owner must give the tenant a notice that specifies the grounds for termination of tenancy. The notice may be included in or combined with any owner eviction notice.

(2) The owner must give the PHA a copy of any owner eviction notice at the same time the owner notifies the tenant.

(3) Eviction notice means a notice to vacate, or a complaint or other initial pleading used to begin an eviction action under State or local law.

9. Lease: Relation to HAP Contract

If the HAP contract terminates for any reason, the lease terminates automatically.

10. PHA Termination of Assistance

The PHA may terminate program assistance for the family for any grounds authorized in accordance with HUD requirements. If the PHA terminates program assistance for the family, the lease terminates automatically.

11. Family Move Out

The tenant must notify the PHA and the owner before the family moves out of the unit.

12. Security Deposit

a. The owner may collect a security deposit from the tenant. (However, the PHA may prohibit the owner from collecting a security deposit in excess of private market practice, or in excess of amounts charged by the owner to unassisted tenants. Any such PHA-required restriction must be specified in the HAP contract.)

b. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, as reimbursement for any unpaid rent payable by the tenant, any damages to the unit or any other amounts that the tenant owes under the lease.

c. The owner must give the tenant a list of all items charged against the security deposit, and the amount of each item. After deducting the amount, if any, used to reimburse the owner, the owner must promptly refund the full amount of the unused balance to the tenant.

d. If the security deposit is not sufficient to cover amounts the tenant owes under the lease, the owner may collect the balance from the tenant.

13. Prohibition of Discrimination

In accordance with applicable equal opportunity statutes, Executive Orders, and regulations, the owner must not discriminate against any person because of race, color, religion, sex, national origin, age, familial status or disability in connection with the lease.

14. Conflict with Other Provisions of Lease

a. The terms of the tenancy addendum are prescribed by HUD in accordance with Federal law and regulation, as a condition for Federal assistance to the tenant and tenant's family under the Section 8 voucher program.

b. In case of any conflict between the provisions of the tenancy addendum as required by HUD, and any other provisions of the lease or any other agreement between the owner and the tenant, the requirements of the HUD-required tenancy addendum shall control.

15. Changes in Lease or Rent

a. The tenant and the owner may not make any change in the tenancy addendum. However, if the tenant and the owner agree to any other changes in the lease, such changes must be in writing, and the owner must immediately give the PHA a copy of such changes. The lease, including any changes, must be in accordance with the requirements of the tenancy addendum.

b. In the following cases, tenant-based assistance shall not be continued unless the PHA has approved a new tenancy in accordance with program requirements and has executed a new HAP contract with the owner:

(1) If there are any changes in lease requirements governing tenant or owner responsibilities for utilities or appliances;

(2) If there are any changes in lease provisions governing the term of the lease;

(3) If the family moves to a new unit, even if the unit is in the same building or complex.

c. PHA approval of the tenancy, and execution of a new HAP contract, are not required for agreed changes in the lease other than as specified in paragraph b.

d. The owner must notify the PHA of any changes in the amount of the rent to owner at least sixty days before any such changes go into effect, and the amount of the rent to owner following any such agreed change may not exceed the reasonable rent for the unit as most recently determined or redetermined by the PHA in accordance with HUD requirements.

16. Notices

Any notice under the lease by the tenant to the owner or by the owner to the tenant must be in writing.

17. Definitions

Contract unit. The housing unit rented by the tenant with assistance under the program.

Family. The persons who may reside in the unit with assistance under the program.

HAP contract. The housing assistance payments contract between the PHA and the owner. The PHA pays housing assistance payments to the owner in accordance with the HAP contract.

Household. The persons who may reside in the contract unit. The household consists of the family and any PHA-approved live-in aide. (A live-in aide is a person who resides in the unit to provide necessary supportive services for a member of the family who is a person with disabilities.)

Housing quality standards (HQS). The HUD minimum quality standards for housing assisted under the Section 8 tenant-based programs.

HUD. The U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements for the Section 8 program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

Lease. The written agreement between the owner and the tenant for the lease of the contract unit to the tenant. The lease includes the tenancy addendum prescribed by HUD.

PHA. Public Housing Agency.

Premises. The building or complex in which the contract unit is located, including common areas and grounds.

Program. The Section 8 housing choice voucher program.

Rent to owner. The total monthly rent payable to the owner for the contract unit. The rent to owner is the sum of the portion of rent payable by the tenant plus the PHA housing assistance payment to the owner.

Section 8. Section 8 of the United States Housing Act of 1937 (42 United States Code 1437f).

Tenant. The family member (or members) who leases the unit from the owner.

Voucher program. The Section 8 housing choice voucher program. Under this program, HUD provides funds to a PHA for rent subsidy on behalf of eligible families. The tenancy under the lease will be assisted with rent subsidy for a tenancy under the voucher program.

Inspection Form

Housing Choice Voucher Program

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 04/30/2018)

Public reporting burden for this collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the name and address of both the family and the owner is mandatory. The information is used to determine if a unit meets the housing quality standards of the section 8 rental assistance program. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family participation.

Assurances of confidentiality are not provided under this collection.
This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to determine if a unit meets the housing quality standards of the section 8 rental assistance program.

PHA	Tenant ID Number	Date of Request (mm/dd/yyyy)
Inspector	Date Last Inspection (mm/dd/yyyy)	Date of Inspection (mm/dd/yyyy)
Neighborhood/Census Tract	Type of Inspection ☐ Initial ☐ Special ☐ Reinspection	Project Number

A. General Information

Street Address of Inspected Unit

City | County | State | Zip

Name of Family | Current Telephone of Family

Current Street Address of Family

City | County | State | Zip

Number of Children in Family Under 6

Name of Owner or Agent Authorized to Lease Unit Inspected | Telephone of Owner or Agent

Address of Owner or Agent

Housing Type (check as appropriate)

- ☐ Single Family Detached
- ☐ Duplex or Two Family Row
- ☐ House or Town House
- ☐ Low Rise: 3,4 Stories, Including Garden Apartment
- ☐ High Rise; 5 or More Stories
- ☐ Manufactured Home
- ☐ Congregate
- ☐ Cooperative
- ☐ Independent Group Residence
- ☐ Single Room Occupancy
- ☐ Shared Housing
- ☐ Other:(Specify)

B. Summary Decision on the Unit
(to be completed after the form has been filled in)

Housing Quality Standard Pass or Fail

☐ 1. **Fail** If there are any checks under the column headed "Fail" the **unit** fails the minimum housing quality standards. Discuss with the owner the repairs noted that would be necessary to bring the unit up to the standard.

☐ 2. **Inconclusive** If there are no checks under the column headed "Fail"
and there are checks under the column headed "Inconclusive," obtain additional information necessary for a decision (question owner or tenant as indicated in the item instructions given in this checklist). Once additional information is obtained, change the rating for the item and record the date of verification at the far right of the form.

☐ 3. **Pass** If neither (1) nor (2) above is checked, the unit passes the minimum housing quality standards. Any additional conditions described in the right hand column of the form should serve to (a) establish the precondition of the unit, (b) indicate possible additional areas to negotiate with the owner, (c) aid in assessing the reasonableness of the rent of the unit, and (d) aid the tenant in deciding among possible units to be rented. The tenant is responsible for deciding whether he or she finds these conditions acceptable.

☐ **Unit Size:** Count the number of bedrooms for purposes of the FMR or Payment Standard. Record in the box provided.

☐ **Year Constructed:** Enter from Line 5 of the Request for Tenancy Approval form. Record in the box provided.

☐ **Number of Sleeping Rooms:** Count the number of rooms which could be used for sleeping, as identified on the checklist. Record in the box provided.

C. How to Fill Out This Checklist

Complete the checklist on the unit to be occupied (or currently occupied) by the tenant. Proceed through the inspection as follows:

Area	Checklist Category
room by room	1. Living Room
	2. Kitchen
	3. Bathroom
	4. All Other Rooms Used for Living
	5. All Secondary Rooms Not Used for Living
basement or utility room	6. Heating & Plumbing
outside	7. Building Exterior
overall	8. General Health & Safety

Each part of the checklist will be accompanied by an explanation of the item to be inspected.

Important: For each item numbered on the checklist, **check one box only** (e.g., check one box only for item 1.4 "Security "in the Living Room.)

In the space to the right of the description of the item, if the decision on the item is: "Fail" write what repairs are necessary; If "Inconclusive" write in details.

Also, if "Pass" but there are some conditions present that need to be brought to the attention of the owner or the tenant, write these in the space to the right.

If it is an annual inspection, record to the right of the form any repairs made since the last inspection. If possible, record reason for repair (e.g., ordinary maintenance, tenant damage).

If it is a complaint inspection, fill out only those checklist items for which complaint is lodged. Determine, if possible, tenant or owner cause.

Once the checklist has been completed, return to Part B (Summary Decision on the Unit).

Previous editions are obsolete

1. Living Room

1.1 Living Room Present

Note: If the unit is an efficiency apartment, consider the living room present.

NO FLOOR OUTLETS. SEE PAGE 3 OF HOUSING QUALITY STANDARDS CHECKLIST

1.2 Electricity

In order to qualify, the outlets must be present and properly installed in the baseboard, wall or XXXX of the room. Do not count a single duplex receptacle as two outlets, i.e., there must be **two** of these in the room, or **one** of these **plus a permanently installed ceiling or wall light fixture**.

Both the outlets and/or the light must be working. Usually, a room will have sufficient lights or electrical appliances plugged into outlets to determine workability. Be sure light fixture does not fail just because the bulb is burned out.

Do not count any of the following items or fixtures as outlets/fixtures: Table or floor lamps (these are **not** permanent light fixtures); ceiling lamps plugged into socket; extension cords.

If the electric service to the unit has been temporarily turned off check "Inconclusive." Contact owner or manager after inspection to verify that electricity functions properly when service is turned on. Record this information on the checklist.

1.3 Electrical Hazards

Examples of what this means: broken wiring; non-insulated wiring; frayed wiring; improper types of wiring, connections or insulation; wires lying in or located near standing water or other unsafe places; light fixture hanging from electric wiring without other firm support or fixture; missing cover plates on switches or outlets; badly cracked outlets; exposed fuse box connections; overloaded circuits evidenced by frequently "blown" fuses (ask the tenant).

Check "Inconclusive" if you are uncertain about severity of the problem and seek expert advice.

1.4 Security

"Accessible to outside" means: doors open to the outside or to a common public hall; windows accessible from the outside (e.g. basement and first floor); windows or doors leading onto a fire escape, porch or other outside place that can be reached from the ground.

"Lockable" means: the window or door has a properly working lock, or is nailed shut, or the window is not designed to be opened. A storm window lock that is working properly is acceptable. Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.

1.5 Window Condition

Rate the windows in the room (including windows in doors).

"Severe deterioration" means that the window no longer has the capacity to keep out the wind and the rain or is a cutting hazard. Examples are: missing or broken-out panes; dangerously loose cracked panes; windows that will not close; windows that, when closed, do not form a reasonably tight seal.

If more than one window in the room is in this condition, give details in the space provided on the right of the form.

If there is only "moderate deterioration" of the windows the item should "Pass." "Moderate deterioration" means windows which are reasonably weather-tight, but show evidence of some aging, abuse, or lack of repair. Signs of deterioration are: minor crack in window pane; splintered sill; signs of some minor rotting in the window frame or the window itself; window panes loose because of missing window putty. Also for deteriorated and peeling paint see 1.9. If more than one window is in this condition, give details in the space provided on the right of the form.

1.6 Ceiling Condition

"Unsound or hazardous" means the presence of such serious defects that either a potential exists for structural collapse or that large cracks or holes allow significant drafts to enter the unit. The condition includes: severe bulging or buckling; large holes; missing parts; falling or in danger of falling loose surface materials (other than paper or paint).

Pass ceilings that are basically sound but haves some nonhazardous defects, including: small holes or cracks; missing or broken ceiling tiles; water stains; soiled surfaces; unpainted surfaces; peeling paint (for peeling paint see item 1.9).

1.7 Wall Condition

"Unsound or hazardous" includes: serious defects such that the structural safety of the building is threatened, such as severe buckling, bulging or leaning; damaged or loose structural members; large holes; air infiltration.

Pass walls that are basically sound but have some non hazardous defects, including: small or shallow holes; cracks; loose or missing parts; unpainted surfaces; peeling paint (for peeling paint see item 1.9).

1.8 Floor Condition

"Unsound or hazardous" means the presence of such serious defects that a potential exists for structural collapse or other threats to safety (e.g., stripping) or large cracks or holes allow substantial drafts from below the floor. The condition includes: severe buckling or major movements under walking stress; damaged or missing parts.

Pass floors that are basically sound but have some nonhazardous defects, including: heavily worn or damaged floor surface (for example, scratches or gouges in surface, missing portions of tile or linoleum, previous water damage). If there is a floor covering, also note the condition, especially if badly worn or soiled. If there is a floor covering, including paint or sealant, also note the conditions, specially if badly worn, soiled or peeling (for peeling paint, see 1.9).

1.9 Lead-Based Paint

Housing Choice Voucher Units If the unit was built January 1, 1978, or after, no child under age six will occupy or currently occupies it, is a 0-BR, elderly or handicapped unit with no children under age six on the lease or expected, has been certified lead-based paint free by a certified lead-based paint inspector (no lead-based paint present or no lead-based paint present after removal of lead-based paint.), check NA and do not inspect painted surfaces.

This requirement applies to all painted surfaces (building components) within the unit. (Do not include tenant belongings). Surfaces to receive a visual assessment for deteriorated paint include walls, floors, ceilings, built in cabinets (sink bases), baseboards, doors, door frames, windows systems including mullions, sills, or frames and any other painted building component within the unit. Deteriorated paint includes any painted surface that is peeling, chipping, chalking, cracking, damaged or otherwise separated from the substrate.

All deteriorated paint surfaces **more than 2 sq. ft. in any one interior room or space, or more than 10% of the total surface area of an interior type of component with a small surface area (i.e., window sills, baseboards, and trim)** must be stabilized (corrected) in accordance with all safe work practice requirements and clearance is required. **If the deteriorated painted surface is less than 2 sq. ft. or less than 10% of the component, only stabilization is required. Clearance testing is not required.** Stabilization means removal of deteriorated paint, repair of the substrate, and application of a new protective coating or paint. Lead-Based Paint Owner Certification is required following stabilization activities, except for *de minimis level* repairs.

1. Living Room

For each numbered item, check one box only.

Item No. Description	Decision: Yes, Pass	Decision: No, Fail	Decision: Inconclusive	If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
1.1 Living Room Present Is there a living room?	☐	☐			
1.2 Electricity Are there at least two working outlets or one working outlet and one working light fixture?	☐	☐	☐		
1.3 Electrical Hazards Is the room free from electrical hazards?	☐	☐	☐		
1.4 Security Are all windows and doors that are accessible from the outside lockable?	☐	☐			
1.5 Window Condition Is there at least one window, and are all windows free of signs of severe deterioration or missing or broken out panes?	☐	☐			
1.6 Ceiling Condition Is the ceiling sound and free from hazardous defects?	☐	☐			
1.7 Wall Condition Are the walls sound and free from hazardous defects?	☐	☐			
1.8 Floor Condition Is the floor sound and free from hazardous defects?	☐	☐			
1.9 Lead-Based Paint Are all painted surfaces free of deteriorated paint?	☐	☐			
If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	☐	☐		☐ Not Applicable	

Additional Comments: (Give Item Number)

Comments continued on a separate page Yes ☐ No ☐

2. Kitchen

2.1 Kitchen Area Present

Note: A kitchen is an area used for preparation of meals. It may be either a separate room or an area of a larger room (for example, a kitchen area in an efficiency apartment).

2.2 - 2.9 Explanation for these items is the same as that provided for "Living Room" with the following modifications:

2.2 Electricity

Note: The requirement is that at least one outlet and one permanent light fixture are present and working.

2.5 Window Condition

Note: The absence of a window does not fail this item in the kitchen. If there is no window, check "Pass."

2.10 Stove or Range with Oven

Both an oven and a stove (or range) with top burners must be present and working. If either Is missing and you know that the owner is responsible for supplying these appliances, check "Fail." Put check in "Inconclusive" column if the tenant is responsible for supplying the appliances and he or she has not yet moved in. Contact tenant or prospective tenant to gain verification that facility will be supplied and is in working condition. Hot plates are not acceptable substitutes for these facilities.

An oven is not working if it will not heat up. To be working a stove or range must have all burners working and knobs to turn them off and on. Under "working condition," also look for hazardous gas hook-ups evidenced by strong gas smells; these should fail. (Be sure that this condition is not confused with an unlit pilot light -a condition that should be noted, but does not fail.)

If both an oven and a stove or range are present, but the gas or electricity are turned off, check "Inconclusive." Contact owner or manager to get verification that facility works when gas is turned on. If both an oven and a stove or range are present and working, but defects exist, check "Pass" and note these to the right of the form. Possible defects are marked, dented, or scratched surfaces; cracked burner ring; limited size relative to family needs.

A microwave oven may be substituted for a tenant-supplied oven and stove (or range).

A microwave oven may be substituted for an owner-supplied oven and stove (or range) if the tenant agrees and microwave ovens are furnished instead of ovens and stoves (or ranges) to both subsidized and unsubsidized tenants in the building or premises.

2.11 Refrigerator

If no refrigerator is present, use the same criteria for marking either "Fail" or "Inconclusive" as were used for the oven and stove or range.

A refrigerator is not working if it will not maintain a temperature low enough to keep food from spoiling over a reasonable period of time. If the electricity is turned off, mark "Inconclusive." Contact owner (or tenant if unit is occupied) to get verification of working condition.

If the refrigerator is present and working but defects exist, note these to the right of the form. Possible minor defects include: broken or missing interior shelving; dented or scratched interior or exterior surfaces; minor deterioration of door seal; loose door handle.

2.12 Sink

If a permanently attached kitchen sink is not present in the kitchen or kitchen area, mark "Fail." A sink in a bathroom or a portable basin will not satisfy this requirement. A sink is not working unless it has running hot and cold water from the faucets and a properly connected and properly working drain (with a "gas trap"). In a vacant apartment, the hot water may have been turned off and there will be no hot water. Mark this "Inconclusive." Check with owner or manager to verify that hot water is available when service is turned on.

If a working sink has defects, note this to the right of the item. Possible minor defects include: dripping faucet; marked, dented, or scratched surface; slow drain; missing or broken drain stopper.

2.13 Space for Storage, Preparation, and Serving of Food

Some space must be available for the storage, preparation, and serving of food. If there is no built-in space for food storage and preparation, a table used for food preparation and a portable storage cabinet will satisfy the requirement. If there is no built-in space, and no room for a table and portable cabinet, check "Inconclusive" and discuss with the tenant. The tenant makes the final determination as to whether or not this space is acceptable.

If there are some minor defects, check "Pass" and make notes to the right. Possible defects include: marked, dented, or scratched surfaces; broken shelving or cabinet doors; broken drawers or cabinet hardware; limited size relative to family needs.

2. Kitchen

For each numbered item, check one box only.

Item No.	Description	Decision: Yes, Pass	Decision: No, Fail	Decision: Inconclusive	If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
2.1	**Kitchen Area Present** Is there a kitchen?	☐	☐			
2.2	**Electricity** Are there at least one working outlet and one working, permanently installed light fixture?	☐	☐	☐		
2.3	**Electrical Hazards** Is the kitchen free from electrical hazards?	☐	☐	☐		
2.4	**Security** Are all windows and doors that are accessible from the outside lockable?	☐	☐			
2.5	**Window Condition** Are all windows free of signs of deterioration or missing or broken out panes?	☐	☐			
2.6	**Ceiling Condition** Is the ceiling sound and free from hazardous defects?	☐	☐			
2.7	**Wall Condition** Are the walls sound and free from hazardous defects?	☐	☐			
2.8	**Floor Condition** Is the floor sound and free from hazardous defects?	☐	☐			
2.9	**Lead-Based Paint** Are all painted surfaces free of deteriorated paint?	☐	☐			
	If no, does deteriorated surfaces exceed two square feet and/or less than 10% of a component?	☐	☐		☐ Not Applicable	
2.10	**Stove or Range with Oven** Is there a working oven, and a stove (or range) with top burners that work?	☐	☐	☐		
	If no oven and stove (or range) are present, is there a microwave oven and, if microwave is owner-supplied, do other tenants have microwaves instead of an oven and stove (or range)?	☐	☐	☐		
2.11	**Refrigerator** Is there a refrigerator that works and maintains a temperature low enough so that food does not spoil over a reasonable period of time?	☐	☐	☐		
2.12	**Sink** Is there a kitchen sink that works with hot and cold running water?	☐	☐	☐		
2.13	**Space for Storage, Preparation, and Serving of Food** Is there space to store, prepare, and serve food?	☐	☐	☐		

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

3. Bathroom

3.1 Bathroom Present

Most units have easily identifiable bathrooms (i.e., a separate room with toilet, washbasin and tub or shower). In some cases, however, you will encounter units with scattered bathroom facilities (i.e., toilet. washbasin and tub or shower located in separate parts of the unit). At a minimum, there must be an enclosure around the toilet. In this case, count the enclosure around the toilet as the bathroom and proceed with 3.2-3.9 below, with respect to this enclosure. If there is more than one bathroom that is normally used, rate the one that is in best condition for Part 3. If there is a second bathroom that is also used, complete Part 4 of the checklist for this room. (See Inspection Manual for additional notes on rating the second bathroom.)

3.2 - 3.9 Explanation for these items is the same as that provided for "Living Room" with the following modifications:

3.2 Electricity

Note: The requirement is that at least one permanent light fixture is present and working

3.3 Electrical Hazards

Note: In addition to the previously mentioned hazards, outlets that are located where water might splash or collect are considered an electrical hazard.

3.5 Window Condition

Note: The absence of a window does not fail this item in the bathroom (see item 3.13, Ventilation, for relevance of window with respect to ventilation). If there is no window, but a working vent system is present, check "Pass."

3.7 Wall Condition

Note: Include under nonhazardous defects (that would pass, but should be noted) the following: broken or loose tile; deteriorated grouting at tub/wall and tub/floor joints, or tiled surfaces; water stains.

3.8 Floor Condition

Note: Include under nonhazardous defects (that would pass, but should be noted) the following: missing floor tiles; water stains.

3.10 Flush Toilet in Enclosed Room in Unit

The toilet must be contained within the unit, be in proper operating condition, and be available for the exclusive use of the occupants of the unit (i.e., outhouses or facilities shared by occupants of other units are not acceptable). It must allow for privacy.

Not working means: the toilet is not connected to a water supply; it is not connected to a sewer drain; it is clogged; it does not have a trap; the connections, vents or traps are faulty to the extent that severe leakage of water or escape of gases occurs; the flushing mechanism does not function properly. If the water to the unit has been turned off, check "Inconclusive." Obtain verification from owner or manager that facility works properly when water is turned on.

Comment to the right of the form if the toilet is "present, exclusive, and working," but has the following types of defects: constant running; chipped or broken porcelain; slow draining.

If drain blockage is more serious and occurs further in the sewer line, causing backup, check item 7.6, "Fail," under the plumbing and heating part of the checklist. A sign of serious sewer blockage is the presence of numerous backed-up drains.

3.11 Fixed Wash Basin or Lavatory in Unit

The wash basin must be permanently installed (i.e., a portable wash basin does not satisfy the requirement). Also, a kitchen sink used to pass the requirements under Part 2 of the checklist (kitchen facilities) cannot also serve as the bathroom wash basin. The wash basin may be located separate from the other bathroom facilities (e.g., in a hallway).

Not working means: the wash basin is not connected to a system that will deliver hot and cold running water; it is not connected to a properly operating drain; the connectors (or vents or traps) are faulty to the extent that severe leakage of water or escape of sewer gases occurs. If the water to the unit or the hot water unit has been turned off, check "Inconclusive." Obtain verification from owner or manager that the system is in working condition.

Comment to the right of the form if the wash basin is "present and working," but has the following types of minor defects: insufficient water pressure; dripping faucets; minor leaks; cracked or chipped porcelain; slow drain (see discussion above under 3.10).

3.12 Tub or Shower in Unit

Not present means that neither a tub nor shower is present in the unit. Again, these facilities need not be in the same room with the rest of the bathroom facilities. They must, however, be private.

Not working covers the same requirements detailed above for wash basin (3.11).

Comment to the right of the form if the tub or shower is present and working, but has the following types of defects: dripping faucet; minor leaks; cracked porcelain; slow drain (see discussion under 3.10); absent or broken support rod for shower curtain.

3.13 Ventilation

Working vent systems include: ventilation shafts (non -mechanical vents) and electric fans. Electric vent fans must function when switch is turned on. (Make sure that any malfunctions are not due to the fan not being plugged in.) If electric current to the unit has not been turned on (and there is no operable window), check "Inconclusive." Obtain verification from owner or manager that system works. Note: exhaust vents must be vented to the outside, attic, or crawlspace.

3. Bathroom

For each numbered item, check one box only.

Item No. Description	Decision: Yes, Pass	Decision: No, Fail	Decision: Inconclusive	If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
3.1 Bathroom Present (See description) Is there a bathroom?	☐	☐			
3.2 Electricity Is there at least one permanently installed light fixture?	☐	☐	☐		
3.3 Electrical Hazards Is the bathroom free from electrical hazards?	☐	☐	☐		
3.4 Security Are all windows and doors that are accessible from the outside lockable?	☐	☐			
3.5 Window Condition Are all windows free of signs of deterioration or missing or broken out panes?	☐	☐			
3.6 Ceiling Condition Is the ceiling sound and free from hazardous defects?	☐	☐			
3.7 Wall Condition Are the walls sound and free from hazardous defects?	☐	☐			
3.8 Floor Condition Is the floor sound and free from hazardous defects?	☐	☐			
3.9 Lead-Based Paint Are all painted surfaces free of deteriorated paint?	☐	☐			
If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	☐	☐		☐ Not Applicable	
3.10 Flush Toilet in Enclosed Room in Unit Is there a working toilet in the unit for the exclusive private use of the tenant?	☐	☐	☐		
3.11 Fixed Wash Basin or Lavatory in Unit Is there a working, permanently installed wash basin with hot and cold running water in the unit?	☐	☐	☐		
3.12 Tub or Shower Is there a working tub or shower with hot and cold running water in the unit?	☐	☐	☐		
3.13 Ventilation Are there operable windows or a working vent system?	☐	☐	☐		

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

4. Other Room Used for Living and Halls

Complete an " Other Room" checklist for as many " other rooms used for living" as are present in the unit and not already noted in Parts I, 2, and 3 of the checklist. See the discussion below for definition of "used for living." Also complete an "Other Room" checklist for all entrance halls, corridors, and staircases that are located within the unit and are part of the area used for living. If a hall, entry and/or stairway are contiguous, rate them as a whole (i.e., as part of one space).

Additional forms for rating "Other Rooms" are provided in the check-list.

Definition of "used for living." Rooms "used for living" are areas of the unit that are walked through or lived in on a regular basis. Do not include rooms or other areas that have been permanently, or near permanently, closed off or areas that are infrequently entered. For example, do not include a utility room, attached shed, attached closed-in porch, basement, or garage if they are closed off from the main living area or are infrequently entered. Do include any of these areas if they are frequently used (e.g., a finished basement/play-room, a closed-in porch that is used as a bedroom during summer months). Occasional use of a washer or dryer in an otherwise unused room does not constitute regular use.

If the unit is vacant and you do not know the eventual use of a particular room, complete an "Other Room" checklist if there is any chance that the room will be used on a regular basis. If there is no chance that the room will be used on a regular basis, do not include it (e.g., an unfinished basement) since it will be checked under Part 5, All Secondary Rooms (Rooms not used for living).

4.1 Room Code and Room Location

Enter the appropriate room code given below:

Room Codes:

1 = Bedroom or any other room used for sleeping (regardless of type of room)

2 = Dining Room or Dining Area

3 = Second Living Room, Family Room, Den, Playroom, TV Room

4 = Entrance Halls, Corridors, Halls, Staircases

5 = Additional Bathroom (also check presence of sink trap and clogged toilet)

6 = Other

Room Location: Write on the line provided the location of the room with respect to the unit's width, length and floor level as if you were standing outside the unit facing the entrance to the unit:

right/left/center: record whether the room is situated to the right, left, or center of the unit.

front/rear/center: record whether the room is situated to the back, front or center of the unit.

floor level: identify the floor level on which the room is located.

If the unit is vacant, you may have some difficulty predicting the eventual use of a room. Before giving any room a code of 1 (bedroom), the room must meet all of the requirements for a "room used for sleeping" (see items 4. 2 and 4.5).

4.2 - 4.9 Explanations of these items are the same as those provided for "Living Room" with the following modifications:

4.2 Electricity/Illumination

If the room code is not a "1," the room must have a means of natural or artificial illumination such as a permanent light fixture, wall outlet present, or light from a window in the room or near the room. If any required item is missing, check "Fail." If the electricity is turned off, check "Inconclusive."

4.5 Window Condition

Any room used for sleeping must have at least one window. If the windows in sleeping rooms are designed to be opened, at least one window must be operable. The minimum standards do not require a window in "other rooms." Therefore, if there is no window in another room not used for sleeping, check "Pass," and note "no window" in the area for comments.

4.6 Smoke Detectors

At least one battery-operated or hard-wired smoke detector must be present and working on each level of the unit, including the basement, but not the crawl spaces and unfinished attic.

Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards).

If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

If the unit was under HAP contract prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992 (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e. the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit). In this case, check "Pass" and note under comments.

Additional Notes

For staircases, the adequacy of light and condition of the stair rails and railings is covered under Part 8 of the checklist (General Health and Safety)

4. Other Rooms Used for Living and Halls For each numbered item, check one box only.

4.1 Room Location

_____ right/left/center: the room is situated to the right, left, or center of the unit.

_____ front/rear/center: the room is situated to the back, front or center of the unit.

_____ floor level: the floor level on which the room is located.

Room Code ☐

1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room)
2 = Dining Room or Dining Area
3 = Second Living Room, Family Room, Den, Playroom, TV Room
4 = Entrance Halls, Corridors, Halls, Staircases
5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
6 = Other:

Item No.	Description	Decision: Yes, Pass	Decision: No, Fail	Decision: Inconclusive	If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
4.2	**Electricity/Illumination**					
	If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture?	☐	☐	☐		
	If Room Code is not a 1, is there a means of illumination?	☐	☐	☐		
4.3	**Electrical Hazards**					
	Is the room free from electrical hazards?	☐	☐	☐		
4.4	**Security**					
	Are all windows and doors that are accessible from the outside lockable?	☐	☐			
4.5	**Window Condition**					
	If Room Code is a 1, is there at least one window?	☐	☐			
	And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	☐	☐			
4.6	**Ceiling Condition**					
	Is the ceiling sound and free from hazardous defects?	☐	☐			
4.7	**Wall Condition**					
	Are the walls sound and free from hazardous defects?	☐	☐			
4.8	**Floor Condition**					
	Is the floor sound and free from hazardous defects?	☐	☐			
4.9	**Lead-Based Paint**					
	Are all painted surfaces free of deteriorated paint?	☐	☐			
	If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	☐	☐		☐ Not Applicable	
4.10	**Smoke Detectors**					
	Is there a working smoke detector on each level?	☐	☐			
	Do the smoke detectors meet the requirements of NFPA 74?	☐	☐			
	In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	☐	☐			

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

4. Supplemental for Other Rooms Used for Living and Halls

For each numbered item, check one box only.

4.1 Room Location

_____ right/left/center: the room is situated to the right, left, or center of the unit.

_____ front/rear/center: the room is situated to the back, front or center of the unit.

_____ floor level: the floor level on which the room is located.

Room Code ☐

1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room)
2 = Dining Room or Dining Area
3 = Second Living Room, Family Room, Den, Playroom, TV Room
4 = Entrance Halls, Corridors, Halls, Staircases
5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
6 = Other:

Item No. Description	Decision: Yes, Pass	Decision: No, Fail	Decision: Inconclusive	If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
4.2 Electricity/Illumination					
If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture?	☐	☐	☐		
If Room Code is not a 1, is there a means of illumination?	☐	☐	☐		
4.3 Electrical Hazards					
Is the room free from electrical hazards?	☐	☐	☐		
4.4 Security					
Are all windows and doors that are accessible from the outside lockable?	☐	☐			
4.5 Window Condition					
If Room Code is a 1, is there at least one window?	☐	☐			
And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	☐	☐			
4.6 Ceiling Condition					
Is the ceiling sound and free from hazardous defects?	☐	☐			
4.7 Wall Condition					
Are the walls sound and free from hazardous defects?	☐	☐			
4.8 Floor Condition					
Is the floor sound and free from hazardous defects?	☐	☐			
4.9 Lead-Based Paint					
Are all painted surfaces free of deteriorated paint?	☐	☐			
If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	☐	☐		☐ Not Applicable	
4.10 Smoke Detectors					
Is there a working smoke detector on each level?	☐	☐			
Do the smoke detectors meet the requirements of NFPA 74?	☐	☐			
In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	☐	☐			

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

4. Supplemental for Other Rooms Used for Living and Halls

For each numbered item, check one box only.

4.1 Room Location

_____ right/left/center: the room is situated to the right, left, or center of the unit.

_____ front/rear/center: the room is situated to the back, front or center of the unit.

_____ floor level: the floor level on which the room is located.

Room Code ☐

1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room)
2 = Dining Room or Dining Area
3 = Second Living Room, Family Room, Den, Playroom, TV Room
4 = Entrance Halls, Corridors, Halls, Staircases
5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
6 = Other:

Item No.	Description	Decision: Yes, Pass	Decision: No, Fail	Decision: Inconclusive	If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
4.2	**Electricity/Illumination**					
	If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture?	☐	☐	☐		
	If Room Code is not a 1, is there a means of illumination?	☐	☐	☐		
4.3	**Electrical Hazards**					
	Is the room free from electrical hazards?	☐	☐	☐		
4.4	**Security**					
	Are all windows and doors that are accessible from the outside lockable?	☐	☐			
4.5	**Window Condition**					
	If Room Code is a 1, is there at least one window?	☐	☐			
	And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	☐	☐			
4.6	**Ceiling Condition**					
	Is the ceiling sound and free from hazardous defects?	☐	☐			
4.7	**Wall Condition**					
	Are the walls sound and free from hazardous defects?	☐	☐			
4.8	**Floor Condition**					
	Is the floor sound and free from hazardous defects?	☐	☐			
4.9	**Lead-Based Paint**					
	Are all painted surfaces free of deteriorated paint?	☐	☐			
	If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	☐	☐		☐ Not Applicable	
4.10	**Smoke Detectors**					
	Is there a working smoke detector on each level?	☐	☐			
	Do the smoke detectors meet the requirements of NFPA 74?	☐	☐			
	In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	☐	☐			

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

4. Supplemental for Other Rooms Used for Living and Halls

For each numbered item, check one box only.

4.1 Room Location

_____ right/left/center: the room is situated to the right, left, or center of the unit.

_____ front/rear/center: the room is situated to the back, front or center of the unit.

_____ floor level: the floor level on which the room is located.

Room Code ☐

1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room)
2 = Dining Room or Dining Area
3 = Second Living Room, Family Room, Den, Playroom, TV Room
4 = Entrance Halls, Corridors, Halls, Staircases
5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
6 = Other:

Item No.	Description	Decision: Yes, Pass	Decision: No, Fail	Decision: Inconclusive	If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
4.2	**Electricity/Illumination**					
	If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture?	☐	☐	☐		
	If Room Code is not a 1, is there a means of illumination?	☐	☐	☐		
4.3	**Electrical Hazards**					
	Is the room free from electrical hazards?	☐	☐	☐		
4.4	**Security**					
	Are all windows and doors that are accessible from the outside lockable?	☐	☐			
4.5	**Window Condition**					
	If Room Code is a 1, is there at least one window?	☐	☐			
	And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	☐	☐			
4.6	**Ceiling Condition**					
	Is the ceiling sound and free from hazardous defects?	☐	☐			
4.7	**Wall Condition**					
	Are the walls sound and free from hazardous defects?	☐	☐			
4.8	**Floor Condition**					
	Is the floor sound and free from hazardous defects?	☐	☐			
4.9	**Lead-Based Paint**					
	Are all painted surfaces free of deteriorated paint?	☐	☐			
	If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	☐	☐		☐ Not Applicable	
4.10	**Smoke Detectors**					
	Is there a working smoke detector on each level?	☐	☐			
	Do the smoke detectors meet the requirements of NFPA 74?	☐	☐			
	In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	☐	☐			

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

5. All Secondary Rooms (Rooms not used for living)

5. Secondary Rooms (Rooms not used for living)

If any room in the unit did not meet the requirements for "other room used for living" in Part 4, it is to be considered a "secondary room (not used for living)," Rate all of these rooms together (i.e., a single Part 5 checklist for all secondary rooms in the unit).

Inspection is required of the following two items since hazardous defects under these items could jeopardize the rest of the unit, even if present in rooms not used for living: 5. 2 Security, 5. 3 Electrical Hazards. Also, be observant of any other potentially hazardous features in these rooms and record under 5.4

5.1 None

If there are no "Secondary Rooms (rooms not used for living)," check "None" and go on to Part 6.

5.2 - 5.4 Explanations of these items is the same as those provided for "Living Room"

Additional Note

In recording "other potentially hazardous features," note (in the space provided) the means of access to the room with the hazard and check the box under "Inconclusive." Discuss the hazard with the HA inspection supervisor to determine "Pass" or "Fail." Include defects like: large holes in floor, walls or ceilings; evidence of structural collapse; windows in condition of severe deterioration; and deteriorated paint surfaces.

6. Building Exterior

6.1 Condition of Foundation

"Unsound or hazardous" means foundations with severe structural defects indicating the potential for structural collapse; or foundations that allow significant entry of ground water (for example, evidenced by flooding of basement).

6.2 Condition of Stairs, Rails, and Porches

"Unsound or hazardous" means: stairs, porches, balconies, or decks with severe structural defects; broken, rotting, or missing steps; absence of a handrail when there are extended lengths of steps (generally four or more consecutive steps); absence of or insecure railings around a porch or balcony which is approximately 30 inches or more above the ground.

6.3 Condition of Roof and Gutters

"Unsound and hazardous" means: The roof has serious defects such as serious buckling or sagging, indicating the potential of structural collapse; large holes or other defects that would result in significant air or water infiltration (in most cases severe exterior defects will be reflected in equally serious surface defects within the unit, e.g., buckling, water damage). The gutters, downspouts and soffits (area under tee eaves) shows serious decay and have allowed the entry of significant air or water into the interior of the structure. Gutters and downspouts are, however, not required to pass. If the roof is not observable and there is no sign of interior water damage, check "Pass."

6.4 Condition of Exterior Surfaces

See definition above for roof, item 6.3.

6.5 Condition of Chimney

The chimney should not be seriously leaning or showing evidence of significant disintegration (i.e., many missing bricks).

6.6 Lead-Based Paint: Exterior Surfaces

Housing Choice Voucher Units If the unit was built January 1, 1978 or after, no child under age six will occupy or currently occupies, is a 0-BR, elderly or handicapped unit with no children under age six on the lease or expected, has been certified lead-based paint free by a certified lead-based paint inspector (no lead-based paint present or no lead -based paint present after removal of lead), check NA and do not inspect painted surfaces . Visual assessment for deteriorated paint applies to all exterior painted surfaces (building components) associated with the assisted unit including windows, window sills, exterior walls, floors, porches, railings, doors, decks, stairs, play areas, garages, fences or other areas if frequented by children under age six.

All deteriorated paint surfaces **more than 20 sq. ft. on exterior surfaces** must be stabilized (corrected) in accordance with all safe work practice requirements. **If the painted surface is less than 20 sq. ft., only stabilization is required. Clearance testing is not required.** Stabilization means removal of deteriorated paint, repair of the substrate, and application of a new protective coating or paint. Lead-Based Paint Owner Certification is required following stabilization activities except for *de minimis level* repairs.

6.7 Manufactured Homes: Tie Downs

Manufactured homes must be placed on a site in a stable manner and be free from hazards such as sliding and wind damage. Manufactured homes must be securely anchored by a tie down device which distributes and transfers the loads imposed by the unit to appropriate ground anchors so as to resist wind overturning and sliding, unless a variation has been approved by the HUD Field Office.

5. All Secondary Rooms (Rooms not used for living)

For each numbered item, check one box only.

Item No.	Description	Decision: Yes, Pass	Decision: No, Fail	Decision: Inconclusive	If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
5.1	None ☐ Go to Part 6					
5.2	**Security** Are all windows and doors that are accessible from the outside lockable?	☐	☐			
5.3	**Electrical Hazards** Are all these rooms free from electrical hazards?	☐	☐	☐		
5.4	**Other Potentially Hazardous Features** Are all of these rooms free of any other potentially hazardous features? For each room with an "other potentially hazardous feature," explain the hazard and the means of control of interior access to the room.	☐	☐	☐		
6.0	**Building Exterior**					
6.1	**Condition of Foundation** Is the foundation sound and free from hazards?	☐	☐			
6.2	**Condition of Stairs, Rails, and Porches** Are all the exterior stairs, rails, and porches sound and free from hazards?	☐	☐			
6.3	**Condition of Roof and Gutters** Are the roof, gutters, and downspouts sound and free from hazards?	☐	☐			
6.4	**Condition of Exterior Surfaces** Are exterior surfaces sound and free from hazards?	☐	☐			
6.5	**Condition of Chimney** Is the chimney sound and free from hazards?	☐	☐			
6.6	**Lead-Based Paint: Exterior Surfaces** Are all painted surfaces free of deteriorated paint?	☐	☐			
	If no, does deteriorated surfaces exceed 20 sq. ft. of total exterior surface area?	☐	☐		☐ Not Applicable	
6.7	**Manufactured Homes: Tie Downs** If the unit is a manufactured home, is it properly placed and tied down?	☐	☐			
	If not a manufactured home, check "Not Applicable."	☐	☐		☐ Not Applicable	

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes ☐ No ☐

7. Heating and Plumbing

7.1 Adequacy of Heating Equipment

"Adequate heat" means that the heating system is capable of delivering enough heat to assure a healthy environment in the unit (appropriate to the climate). The HA is responsible for defining what constitutes a healthy living environment in the area of the country in which it operates. Local codes (city or state codes) should be instructive in arriving at a reasonable local definition. For example, for heat adequacy, local codes often require that the unit's heating facility be capable of maintaining a given temperature level during a designated time period. Portable electric room heaters or kitchen stoves or ranges with a built-in heat unit are not acceptable as a primary source of heat for units located in areas where climate conditions require regular heating.

"Directly or indirectly to all rooms used for living" means:

> "Directly" means that each room used for living has a heat source (e.g., working radiator; working hot air register; baseboard heat)
>
> "indirectly" means that, if there is no heat source present in the room, heat can enter the room easily from a heated adjacent room (e.g a dining room may not have a radiator, but would receive heat from the heated living room through a large open archway).

If the heating system in the unit works, but there is some question whether a room without a heat source would receive adequate indirect heat, check "Inconclusive" and verify adequacy from tenant or owner (e.g., unheated bedroom at the end of a long hallway).

How to determine the capability of the heating system: If the unit is occupied, usually the quickest way to determine the capability of the heating system over time is to question the tenant. If the unit is not occupied, or the tenant has not lived in the unit during the months when heat would be needed, check "Inclusive." It will be necessary to question the owner on this point after the inspection has been completed and, if possible, to question other tenants (if it is a multi-unit structure) about the adequacy of heat provided. Under some circumstances, the adequacy of heat can be determined by a simple comparison of the size of the heating system to the area to be heated. For example, a small permanently installed space heater in a living room is probably inadequate for heating anything larger than a relatively small apartment.

7.2 Safety of Heating Equipment

Examples of "unvented fuel burning space heaters" are: portable kerosene units; unvented open flame portable units.

"Other unsafe conditions" include: breakage or damage to heating system such that there is a potential for fire or other threats to safety; improper connection of flues allowing exhaust gases to enter the living area; improper installation of equipment (e.g., proximity of fuel tank to heat source, absence of safety devices); indications of improper use of equipment (e.g., evidence of heavy build-up of soot, creosote, or other substance in the chimney); disintegrating equipment; combustible materials near heat source or flue. See Inspection Manual for a more detailed discussion of the inspection of safety aspects of the heating systems.

If you are unable to gain access to the primary heating system in the unit check ''Inconclusive." Contact the owner or manager for verification of safety of the system. If the system has passed a recent local inspection, check ''Pass." This apppies especially to units in which heat is provided by a large scale, complex central heating system that serves multiple units (e.g., a boiler in the basement of a large apartment building). In most cases, a large scale heating system for a multi-unit building will be subject to periodic safety inspections by a local public agency. Check with the owner or manager to determine the date and outcome of the last such inspection, or look for an inspection certificate posted on the heating system.

7.3 Ventilation and Adequacy of Cooling

If the tenant is present and has occupied the unit during the summer months, inquire about the adequacy of air flow. If the tenant is not present or has not occupied the unit during the summer months, test a sample of windows to see that they open (see Inspection Manual for instruction).

"Working cooling equipment" includes: central (fan) ventilation system; evaporative cooling system; room or central air conditioning.

Check "Inconclusive" if there are no operable windows and it is impossible, or inappropriate, to test whether a cooling system works. Check with other tenants in the building (in a multi-unit structure) and with the owner or manager for verification of the adequacy of ventilation and cooling.

7.4 Water Heater

"Location presents hazard" means that the gas or oil water heater is located in living areas or closets where safety hazards may exist (e.g., water heater located in very cluttered closet with cloth and paper items stacked against it). Gas water heaters in bedrooms or other living areas must have safety dividers or shields.

Water heaters must have a temperature- pressure relief valve and discharge line (directed toward the floor or outside of the living area) as a safeguard against build up of steam if the water heater malfunctions. If not, they are not properly equipped and shall fail.

To pass, gas or oil fired water heaters must be vented into a properly installed chimney or flue leading outside. Electric water heaters do not require venting.

If it is impossible to view the water heater, check "Inconclusive." Obtain verification of safety of system from owner or manager.

Check "Pass" if the water heater has passed a local inspection. This applies primarily to hot water that is supplied by a large scale complex water heating system that serves multiple units (e.g., water heating system in large apartment building). Check in the same manner described for heating system safety, item 7.2, above.

7.5 Water Supply

If the structure is connected to a city or town water system, check "Pass." If the structure has a private water supply (usually in rural areas) inquire into the nature of the supply (probably from the owner) and whether it is approvable by an appropriate public agency.

General note: If items 7.5, 7.6, or 7,7 are checked "Inconclusive," check with owner or manager for verification of adequacy.

7.6 Plumbing

"Major leaks" means that main water drain and feed pipes (often located in the basement) are seriously leaking. (Leaks present at specific facilities have already been evaluated under the checklist items for "Bathroom" and "Kitchen.")

"Corrosion" (causing serious and persistent levels of rust or contamination in the drinking water) can be determined by observing the color of the drinking water at ssveral taps. Badly corroded pipes will produce noticeably brownish water. If the tenant is currently occupying the unit, he or she should be able to provide information about the persistence of this condition. (Make sure that the "rusty water" is not a temporary condition caused by city or town maintenance of main water lines.) See general note under 7.5.

7.7 Sewer Connection

If the structure is connected to the city or town sewer system, check "Pass." If the structure has its own private disposal system (e.g., septic field), inquire into the nature of the system and determine whether this type of system can meet appropriate health and safety regulations.

The following conditions constitute "evidence of sewer back up": strong sewer gas smell in the basement or outside of unit; numerous clogged or very slow drains; marshy areas outside of unit above septic field. See general note under 7.5.

7. Heating and Plumbing

For each numbered item, check one box only.

Item No.	Description	Decision: Yes, Pass	Decision: No, Fail	Decision: Inconclusive	If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
7.1	**Adequacy of Heating Equipment** Is the heating equipment capable of providing adequate heat (either directly or indirectly) to all rooms used for living?	☐	☐	☐		
7.2	**Safety of Heating Equipment** Is the unit free from unvented fuel burning space heaters or any other types of unsafe heating conditions?	☐	☐	☐		
7.3	**Ventilation and Adequacy of Cooling** Does the unit have adequate ventilation and cooling by means of openable windows or a working cooling system?	☐	☐	☐		
7.4	**Water Heater** Is the water heater located, equipped, and installed in a safe manner?	☐	☐	☐		
7.5	**Water Supply** Is the unit served by an approvable public or private sanitary water supply?	☐	☐	☐		
7.6	**Plumbing** Is plumbing free from major leaks or corrosion that causes serious and persistent levels of rust or contamination of the drinking water?	☐	☐	☐		
7.7	**Sewer Connection** Is plumbing connected to an approvable public or private disposal system, and is it free from sewer back-up?	☐	☐	☐		

Additional Comments: (Give Item Number)

Comments continued on a separate page Yes ☐ No ☐

8. General Health and Safety

8.1 Access to Unit

"Through another unit" means that access to the unit is only possible by means of passage through another dwelling unit.

8.2 Exits

"Acceptable fire exit" means that the building must have an alternative means of exit that meets local or State regulations in case of fire; this could include:

An openable window if the unit is on the first floor or second floor or easily accessible to the ground.

A back door opening on to a porch with a stairway leading to the ground.

Fire escape, fire ladder, or fire stairs.

"Blocked" means that the exit is not useable due to conditions such as debris, storage, door or window nailed shut, broken lock.

Important note: The HA has the final responsibility for deciding whether the type of emergency exit is acceptable, although the tenant should assist in making the decision.

8.3 Evidence of Infestation

"Presence of rats, or severe infestation by mice or vermin" (such as roaches) is evidenced by: rat holes; droppings; rat runs; numerous settings of rat poison. If the unit is occupied, ask the tenant,

8.4 Garbage and Debris

"Heavy accumulation" means large piles of trash and garbage, discarded furniture, and other debris (not temporarily stored awaiting removal) that might harbor rodents, This may occur inside the unit, in common areas, or outside. It usually means a level of accumulation beyond the capacity of an individual to pick up within an hour or two.

8.5 Refuse Disposal

"Adequate covered facilities" includes: trash cans with covers, garbage chutes, "dumpsters" (i.e., large scale refuse boxes with lids); trash bags (if approvable by local public agency). "Approvable by local public agency" means that the local Health and Sanitation Department (city, town or county) approves the type of facility in use. Note: During the period when the HA is setting up its inspection program, it will check with the local health and sanitation department to determine which types of facilities are acceptable and include this in the inspection requirements.

If the unit is vacant and there are no adequate covered facilities present, check "Inconclusive." Contact the owner or manager for verification of facilities provided when the unit is occupied.

8.6 Interior Stairs and Common Halls

"Loose, broken, or missing steps" should fail if they present a serious risk of tripping or falling.

A handrail is required on extended sections of stairs (generally four or more consecutive steps). A railing is required on unprotected heights such as around stairwells.

"Other hazards" would be conditions such as bare electrical wires and tripping hazards.

Housing Choice Voucher Units If the unit was built January 1, 1978, or after, no child under six will occupy or currently occupies it, is a 0-BR, elderly or handicapped unit with no children under six on the lease or expected, has been certified lead-based paint free by a certified lead-based paint inspector (no lead-based paint present or no lead-based paint present after removal of lead-based paint.), check NA and do not inspect painted surfaces.

This requirement applies to all painted surfaces (building components) within the unit. (Do not include tenant belongings). Surfaces to receive a visual assessment for deteriorated paint include walls, floors, ceilings, built in cabinets (sink bases), baseboards, doors, door frames, windows systems including mullions, sills, or frames and any other painted building component within the unit. Deteriorated paint includes any painted surface that is peeling, chipping, chalking, cracking, damaged or otherwise separated from the substrate.

All deteriorated paint surfaces **more than 2 sq. ft. in any one interior room or space, or more than 10% of the total surface area of an interior type of component with a small surface area (i.e., window sills, baseboards, and trim)** must be stabilized (corrected) in accordance with all safe work practice requirements and clearance is required. **If the deteriorated painted surface is less than 2 sq. ft. or less than 10% of the component, only stabilization is required. Clearance testing is not required.** Stabilization means removal of deteriorated paint, repair of the substrate, and application of a new protective coating or paint. Lead-Based Paint Owner Certification is required following stabilization activities, except for *de minimis level* repairs.

8.7 Other Interior Hazards

Examples of other hazards might be: a broken bathroom fixture with a sharp edge in a location where it represents a hazard; a protruding nail in a doorway.

8.8 Elevators

Note: At the time the HA is setting up its inspection program, it will determine local licensing practices for elevators. Inspectors should then be aware of these practices in evaluating this item (e.g., check inspection date). If no elevator check "Not Applicable."

8.9 Interior Air Quality

If the inspector has any questions about whether an existing poor air quality condition should be considered dangerous, he or she should check with the local Health and Safety Department (city, town or county).

8.10 Site and Neighborhood Conditions

Examples of conditions that would "seriously and continuously endanger the health or safety of the residents" are:

- other buildings on, or near the property, that pose serious hazards (e.g., dilapidated shed or garage with potential for structural collapse),
- evidence of flooding or major drainage problems,
- evidence of mud slides or large land settlement or collapse,
- proximity to open sewage,
- unprotected heights (cliffs, quarries, mines, sandpits),
- fire hazards,
- abnormal air pollution or smoke which continues throughout the year and is determined to seriously endanger health, and
- continuous or excessive vibration of vehicular traffic (if the unit is occupied, ask the tenant).

8.11 Lead-Based Paint: Owner Certification

If the owner is required to correct any lead- based paint hazards at the property including deteriorated paint or other hazards identi-fied by a visual assessor, a certified lead-based paint risk asses-sor, or certified lead -based paint inspector, the PHA must obtain certification that the work has been done in accordance with all applicable requirements of 24 CFR Part 35. The Lead -Based Paint Owner Certification must be received by the PHA before the execution of the HAP contract or within the time period stated by the PHA in the owner HQS violation notice. Receipt of the completed and signed Lead-Based Paint Owner Certification signifies that all HQS lead-based paint requirements have been met and no re-inspection by the HQS inspector is required.

8. General Health and Safety

For each numbered item, check one box only.

Item No. Description	Decision: Yes, Pass	Decision: No, Fail	Decision: Inconclusive	If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
8.1 Access to Unit Can the unit be entered without having to go through another unit?	☐	☐			
8.2 Exits Is there an acceptable fire exit from this building that is not blocked?	☐	☐			
8.3 Evidence of Infestation Is the unit free from rats or severe infestation by mice or vermin?	☐	☐			
8.4 Garbage and Debris Is the unit free from heavy accumulation of garbage or debris inside and outside?	☐	☐			
8.5 Refuse Disposal Are there adequate covered facilities for temporary storage and disposal of food wastes, and are they approvable by a local agency?	☐	☐	☐		
8.6 Interior Stairs and Common Halls Are interior stairs and common halls free from hazards to the occupant because of loose, broken, or missing steps on stairways; absent or insecure railings; inadequate lighting; or other hazards?	☐	☐	☐		
8.7 Other Interior Hazards Is the interior of the unit free from any other hazard not specifically identified previously?	☐	☐			
8.8 Elevators Where local practice requires, do all elevators have a current inspection certificate? If local practice does not require this, are they working and safe?	☐	☐	☐	☐ Not Applicable	
8.9 Interior Air Quality Is the unit free from abnormally high levels of air pollution from vehicular exhaust, sewer gas, fuel gas, dust, or other pollutants?	☐	☐			
8.10 Site and Neighborhood Conditions Are the site and immediate neighborhood free from conditions which would seriously and continuously endanger the health or safety of the residents?	☐	☐			
8.11 Lead-Based Paint: Owner Certification If the owner of the unit is required to correct any deteriorated paint or lead-based paint hazards at the property, has the Lead-Based Paint Owner's Certification been completed, and received by the PHA? If the owner was not required to correct any deteriorated paint or lead-based paint hazards, check NA.	☐	☐		☐ Not Applicable	

Additional Comments: (Give Item Number)

Comments continued on a separate page Yes ☐ No ☐

HOUSING QUALITY STANDARDS CHECKLIST
REVISED 10/01/2015

AVERAGE RENT

UNIT EXTERIOR

- All porches or raised surfaces over 30" high must have a railing not less than 36" in height. The foundation, stairs, handrails, gutters, porches, and walkways are sound and free of hazards and deterioration.
- Porch steps must have a light for illumination.
- A 4" house number must be prominently displayed.
- The house and yard are free of trash and debris.
- The main electrical entrance cable is in good condition (NOT FRAYED), and a minimum 100 amp.
- There is a handrail for all steps (4 or more), including basement steps.
- There is a railing not less than 36" in height for all open stairwells (for ground level wall).
- The chimney and brickwork is free of loose bricks and mortar.
- The paint is not chipping, peeling, or cracking (including windows). Must be comparable to the neighborhood.
- **MOBILE HOMES:** Tie downs are attached and accessible to inspection.
- GFCI Receptacles are required on the front porches.
- All exterior entrances are required to have a 3' porch lading when exiting the house.
- No furniture designed for interior use shall be used as exterior furniture.
- Uninspected, unlicensed or uninsured vehicles are not permitted on HUD Subsidized Property.

- Mail Box to be in good condition.

UNIT INTERIOR

- Units must have working smoke detectors (one (1) on each floor used for living, including the basement). Two (2) smoke detectors for mobile homes. In addition, smoke detectors are required in all bedrooms.

- Carbon monoxide detectors are required on each level of the Unit.

- All plumbing and drains are free of leaks and/or clogs, and in working order.

- The furnace adequately heats all rooms, including the bathroom. The cold air return shall not be taken from closets, bathrooms, garages or furnace rooms.

- Furnaces are required to have a clean filter, if designed to have one.

- Pressure relief valve discharge lines extend down within 6" of the floor. Discharge line is to be same size of valve opening.

- The clothes dryer must be vented to the outside with a vent hood.

- Floors, ceilings, and walls are clean, in good condition, and free of chipping, peeling, and cracking paint (including trim/woodwork).

- No keyed entrance door deadbolt locks. Deadbolt locks will be required to be finger type access locks.

- Housekeeping should be such that it does not cause a fire, safety or health hazard.

- Window, door, ceiling, and floor trim work must be in good repair.

- The unit must have 4 square feet of floor to ceiling closet space for each permissible occupant.

- There are lights (operable from floor level) and handrails for interior stairs with 4 or more steps, and railing for all open stairways and unprotected heights of 30" or more.

ELECTRICAL REQUIREMENTS

- All spliced wires are in a "J" Box, and all "J" Boxes, outlets, and switches have face plates (including basement and attic).
- Load center entrance boxes are required to have plastic spacers to fill in empty spaces.
- 3-way switches are required for 2nd floor steps.
- No empty light sockets are permitted.
- *Living room, dining room and bedroom(s) are required to have receptacles (one on each wall recommended), but a minimum of 1 receptacle in the middle of 3 walls.
- All rooms are well-lit and free from electrical hazards. All ceiling lights in habitable rooms must be controlled by a wall switch. No pull chains or cords.
- All receptacles near sinks (kitchen, bathroom and utility areas) must be GFI. Receptacles near bathtubs are not acceptable.
- No electrical outlets in floors or face up on kitchen counter tops.
- 60-amp fuse panel must be converted to minimum 100-amp breaker system.

BEDROOMS

- There must be enough bedrooms for your family size.
- Each bedroom has operable windows and a privacy door, and closet.

KITCHEN

- All appliances are clean and working properly, including the oven/broiler.
- The floor covering (required) is free from tripping hazards.
- There is adequate space for food storage and preparation.
- The kitchen sink is required to have a trap and supply line shut-off valves.

BATHROOM

- The bathroom must have a shower or tub. (Need not be in the same room as the commode.
- The sink, toilet, and tub/shower are operable, in good condition, and securely attached.
- There is an operable window or exhaust fan.
- The floor covering (required) is free from tripping hazards.
- There is a privacy door.
- The bathroom sink and tub have a trap.
- All bathrooms are required to have a GFCI Receptacle.

BASEMENT

- The foundation is sound and free of hazards (potential foundation collapse). No missing mortar, cracks or holes to prevent infestation. (Cannot see daylight from inside).

GENERAL REQUIREMENTS

- Windows must operate as designed.
- All windows must lock and be free from broken or cracked glass.
- All windows must be glazed and form a tight seal when closed. Glazing must be in good condition.
- Double-hung windows with pulleys present must have sash ropes connected, if possible.
- All exterior doors must lock and form a tight seal when closed. (At least one door must have a key lock so that the unit can be secured when you leave).
- All floors with floor coverings are free from tripping hazards.

- Furnace and gas hot water heater vents are properly vented to run slightly upward. The water heater vent must be above the furnace vent.

- The unit is free of unvented heating sources (Kerosene Heaters are not permitted under any condition).

- There will be a limit of 1 pet (dog or cat) per unit, and this must specifically be approved by the landlord, in writing.

- Ramps are recommended for disabled persons, such as wheel chairs and walkers. Special equipment, such as visual smoke detectors shall be provided for the hearing impaired.

- Guard rails shall have no more than a 4" opening.

SHOULD THE FOLLOWING ITEMS BE PRESENT, THE UNIT WILL BE RATED "BELOW AVERAGE":

1. Any windows that are secured shut.

2. Minimum of 2 receptacles or 1 ceiling light, and 1 outlet in a room.

3. 60 amp fuse load center entrance box.

4. Cosmetically not comparable to the neighborhood (deteriorated shingles, siding, etc.).

5. Starter kitchen cabinets with no other counters or cabinets.

SHOULD THE FOLLOWING ITEMS BE PRESENT, THE UNIT WILL BE RATED "ABOVE AVERAGE":

1. Floor covering throughout in like new condition.

2. More than adequate kitchen cabinets and counter space.

3. Newer kitchens and bathrooms.

4. Good workmanship throughout the unit.

5. Newer windows.

6. Receptacles shall be installed so that no point along the floor line is more than 12 feet from an outlet.

7. Unit has been completely remodeled within the past 5 years; i.e. walls, ceiling, exterior, heating, plumbing and electrical.

OWNER'S REQUEST FOR INFORMATION

H. INFORMATION TO OWNERS [24 CFR 982.307(b), 982.54(d)(7)], Page 9-5, Section 8 Administrative Plan, dated June 9, 2011

In accordance with HUD requirements, the PHA will furnish prospective owners with the family's current address as shown in the PHA's records and, if known to the PHA, the name and address of the landlord at the family's current and prior address.

*The PHA will make an exception to this requirement if the family's whereabouts must be protected due to domestic abuse or witness protection.

The PHA will inform owners that it is the responsibility of the Landlord to determine the suitability of prospective tenants. Owners will be encouraged to screen applicants for rent payment history, payment of utility bills, eviction history, respecting the rights of other residents, damage to units, drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others, and compliance with other essential conditions of tenancy.

A statement of the PHA's policy on release of information to prospective landlords will be included in the briefing packet which is provided to the family.

U.S. Department of Housing and Urban Development
Public and Indian Housing

Special Attention of:
Office Directors of Public Housing;
Regional Directors; Public Housing
Agencies.

Notice PIH 2011-29 (HA)

Issued: June 3, 2011

Expires: Effective until amended, superseded, or rescinded

Cross References: PIH-2010-010

SUBJECT: HQS Inspections for the Housing Choice Voucher Program and Guidance Related to Electrical Outlets

1. Purpose:

This Notice reviews the existing Housing Quality Standards (HQS) requirements and clarifies the existing guidance that Public Housing Agencies (PHAs) may rely upon when conducting inspections. It also offers additional guidance on what types of three-prong electrical outlets an inspector should consider acceptable under HQS.

2. Applicability:

This Notice applies to HUD programs that use the HQS requirements, including the following HUD-PIH rental assistance programs: Project-Based Voucher, Project-Based Certificate, and Housing Choice Voucher (HCV) Programs.

3. Introduction:

The goal of HUD's Section 8 Housing Choice Voucher (HCV) Program is to provide "decent, safe, and sanitary" housing at an affordable cost to low-income families. To accomplish this, HCV program regulations at 24 CFR 982.401 set forth basic housing quality standards (HQS). All units must meet HQS both before a PHA can approve a tenancy, and throughout the term of the lease. PHAs must inspect each assisted unit at least annually to ensure the unit meets HQS. HQS define "standard housing" and establish the minimum criteria for the health and safety of program participants.

Current HQS regulations consist of 13 key aspects of housing quality, and acceptability criteria to meet each performance requirement. HQS includes requirements for all housing types, including single and multi-family dwelling units, as well as specific requirements for

special housing types such as manufactured homes, congregate housing, single room occupancy, shared housing, and group residences.

4. Background:

A May 2008, HUD Office of Inspector General (OIG) report concluded that HUD did not have adequate controls to ensure that HCV program housing was in material compliance with HUD's HQS. This Notice reviews the existing HQS requirements and identifies the guidance that PHAs may rely upon when conducting inspections until the Department issues updated guidance on HQS.

The Notice is divided into two sections. The first section lists the HUD program requirements that apply to HQS and supplementary guidance that PHAs and inspectors may rely upon when conducting inspections. The second section deals with the issue of electrical receptacles, which is an area of concern for many inspectors conducting HQS inspections.

5. Housing Quality Standards:

A. General

The HCV program is designed to cover a diverse housing stock of different ages, structure types, geographic location and climate. In light of this approach, HUD issued guidance that PHAs can rely upon for the interpretation of HQS. It is important to note that, based upon the diversity of the housing stock nationwide, many of the criteria rely upon the expertise and knowledge of a PHA's housing inspectors to determine whether a unit meets HQS. This Notice identifies program requirements related to HQS inspections as well as reference materials that HUD has issued to supplement the regulatory requirements.

B. Program Requirements

HUD's current HQS regulations for the HCV program are found at 24 CFR 982.401, and consist of the 13 key aspects of housing quality and the accompanying Performance Requirements and Acceptability Criteria. The PHA must comply with the regulations, which are always the controlling requirement if there is a conflict between them and any other guidance.

The Department also issued the following two inspection forms. PHAs must comply with one of these forms when conducting HQS inspections.

(1) Inspection Form HUD-52580; or

(2) Inspection Checklist, Form HUD-52580A

C. Supplemental Materials

The Department issued supplemental materials, which set out daily operating procedures in more detail than is included in the regulations. While the supplemental materials do not have the force of regulation, PHAs may rely on the materials as reflective of HUD's interpretation of its regulations. The Department issued the following supplemental materials to assist PHA inspectors in determining if a unit will pass the HQS inspection:

(1) Chapter 10 of the Housing Choice Voucher Program Guidebook, 7420.10G, and

(2) Housing Inspection Manual.

Although the Department designed these materials to minimize the amount of ambiguity and subjectivity in the application of the requirements, there will be situations where the professional judgment of the inspector will be necessary to differentiate between a pass or fail condition.

D. Verification of HQS Deficiency Correction

This section provides clarification regarding the need to conduct a follow-up inspection for tenant based voucher units after a failed annual or interim inspection.

If the PHA determined from the inspection that the unit did not meet the HQS requirements, the PHA may allow the unit to pass upon verification that the HQS deficiency has been corrected. The regulation at 982.404(a)(3) states that the PHA "verifies" HQS repairs. The PHA may elect to do a reinspection to comply with 982.404(a)(3) to verify that all HQS deficiencies have been corrected. However, a reinspection is not necessary if the PHA can obtain verification through other means. For example, a PHA might accept an owner's certification that required repairs were completed and then verify that action at the next on-site inspection. Further, a PHA might tie the verification process to the severity of corrections needed and/or its experience with the owner and property. PHAs should include in the PHA's Administrative Plan how the PHA will verify the correction of HQS deficiencies.

In the case of initial inspections, the PHA is required to conduct a follow-up inspection if the unit does not pass HQS pursuant to the initial inspection. Additionally, in the case of project based vouchers, the PHA is required to conduct follow-up inspections to determine if the HQS deficiency is corrected pursuant to 24 CFR 983.103(e)(2).

6. Electrical Receptacles:

A. Background

The HCV program regulations at 24 CFR 982.401(f) set forth the HQS requirements and acceptability criteria with respect to illumination and electricity for the housing unit. The regulations state that a unit must include the following acceptability criteria for electricity.

- the kitchen and bathroom must have one permanent ceiling or wall light fixture in proper operating condition;
- the kitchen must have at least one electrical outlet in proper operating condition; and
- the living room and each bedroom must have at least two electrical outlets in proper operating condition (permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets).

The inspector is responsible for determining whether the outlets are in "proper operating condition." While the regulation does not define what the Department considers "proper operating condition," HUD-Form 52580A cites examples of electrical hazards including:

- broken wiring;
- non-insulated wiring;
- frayed wiring;
- improper types of wiring, connections or insulation;
- wires lying in or located near standing water or other unsafe places;
- light fixture hanging from electric wiring without other firm support or fixture;
- missing cover plates on switches or outlets;
- badly cracked outlets;
- exposed fuse box connections; and
- overloaded circuits evidenced by frequently ''blown'' fuses (which the inspector determines by asking the tenant).

B. Types of Outlets and Their Proper Operating Condition

In response to an OIG audit, HUD is issuing this Notice to clarify the proper operating condition of electrical outlets (110V/120V). There are two basic types of outlets: two-pronged (also called "two-slotted") and three-pronged outlets. Three-pronged outlets have an additional hole for a ground wire, and are "grounded outlets." Two-pronged outlets are "ungrounded."

Generally, original two-pronged, ungrounded outlets and original three-pronged, grounded outlets are acceptable under the HQS. "Upgraded" outlets, which have been changed from two-pronged to three-pronged, are the major area of concern in this Notice.

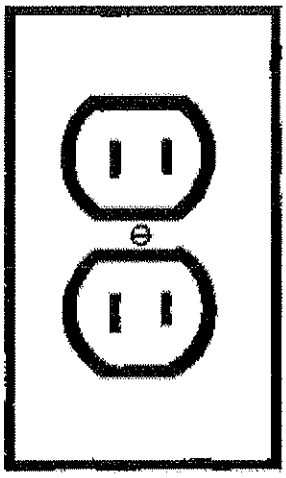


FIGURE 1 UNGROUNDED

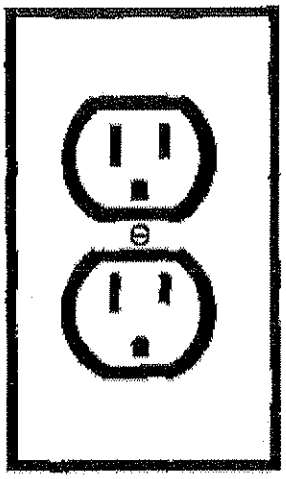


FIGURE 2 GROUNDED

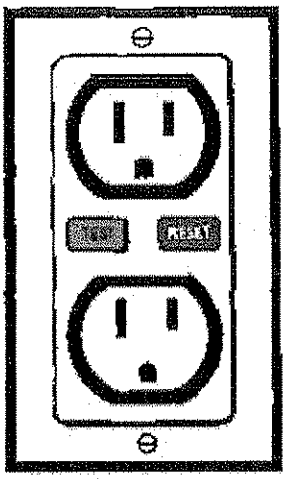


FIGURE 3 GFCI

Ungrounded Outlets

Older construction (pre-1975) housing will usually have ungrounded two-pronged outlets, which is an acceptable type of outlet under the HQS. (Figure 1) Homes constructed with a two-wire electrical system include only a hot and neutral wire. Two-pronged ungrounded systems and outlets are acceptable under HQS as long as the outlet is in proper operating condition. An owner does not need to upgrade the electrical system of the unit (replace two-pronged outlets to three-pronged) in order for the unit to pass an HQS inspection.

Grounded Outlets

Newer construction housing will usually have three-pronged outlets, which are acceptable under HQS if the outlets are grounded. (Figure 2) Newer units constructed with a three-wire electrical system include a hot, neutral, and ground wire. This Notice outlines traditional methods of testing grounded outlets for proper operating condition below.

"Upgraded" Outlets

Many of the cords for today's appliances contain three-pronged plugs, which can cause problems when an older home does not have three-pronged outlets for these grounded plugs. In the case of older homes, owners often replace two-pronged, ungrounded outlets with three-pronged, grounded type outlets in order to establish appropriate outlets for appliances that have cords with three-pronged plugs. However, in some cases, owners may replace two-pronged, ungrounded outlets with the three-pronged, grounded type outlets without the necessary rewiring that adds a ground wire to the newly installed, grounded type outlet.

Three-pronged, grounded type outlets should not be substituted for ungrounded outlets unless (1) a ground is connected to the outlet, or (2) a Ground Fault Circuit Interrupter (GFCI) protects the outlet. (Figure 3) Installing a new ground wire may require a licensed electrician to install a new wire to the circuit breaker box and may be prohibitively expensive. A more

cost-effective method is to protect the outlet with a GFCI, which provides protection to the outlet. If the GFCI senses a difference in current flow between the hot and the neutral terminals, it shuts off the flow of current to the outlet.

An older construction house with a grounded outlet (Figure 2) would be an indication that the unit may have undergone some upgrading. In such cases, the Department recommends testing a sample of outlets in the unit to determine if three-pronged outlets are in proper operating condition, in addition to verifying the proper operating condition of the required number of outlets per room.

Testing of Outlets to Determine Proper Operating Condition

Two-pronged, Ungrounded Outlets

The traditional method of testing a two-pronged, ungrounded outlet is to plug an appliance into the outlet and verify that the appliance turns on. This simple method is acceptable for determining that the ungrounded outlet is in proper operating condition and meets HQS.

Three-pronged Outlets

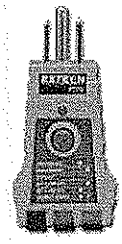
A three-pronged outlet must meet one of the following three standards for the inspector to consider the outlet in "proper operating condition" as required by HQS:

1. The outlet is properly grounded.
2. A GFCI protects the three-pronged, ungrounded outlet.
3. The outlet complies with the applicable state or local building or inspection code.

The inspector needs to use an outlet tester to determine whether the outlet is properly grounded. There are two types of outlet testers that an inspector can use to determine a properly grounded outlet: a two-wire tester or a three-pronged tester.

Two Wire Tester

Three Prong Tester



To test an outlet with a two-wire tester, an inspector inserts one probe into the hot slot (usually, the smaller slot) of the outlet and one probe into the ground hole (bottom hole). If the outlet is properly grounded, the indicator light should light brightly in the same manner

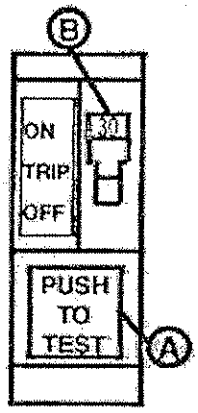
that the light shines when the inspector inserts the probes of the tester into the hot and neutral (right and left) slots.

To test an outlet with a three-pronged tester, the inspector should plug the device in and note the pattern of the lights. Usually there will be a legend printed on the device describing what the lights indicate. The instructions provided by the manufacturer of the tester should be followed.

If the inspector determines that the outlet is not properly grounded based on the results of the outlet tester, he/she may need to conduct some additional investigation to determine if a GFCI protects the outlet. A GFCI can be located at the outlet that is being tested or upstream on the circuit of the outlet. If the GFCI is at an outlet, it will look similar to Figure 3 above, and the inspector should accept the outlet as GFCI-protected after testing the functionality of the GFCI as indicated below.

As stated above, an ungrounded outlet may be protected by a GFCI at another outlet that is upstream from the ungrounded outlet. If the inspector suspects that this may be the case, there is an easy way to determine if the GFCI protects an outlet. The inspector should "trip" all of the GFCIs in the unit; both at the outlet and in the circuit breaker box and determine if there is power to the ungrounded outlet. If the power to the outlet is off, then one of the GFCIs protects the outlet.

Occasionally, a GFCI may be located on the circuit breaker at the load center (circuit breaker box). The following image depicts a GFCI breaker: the distinctive indicator is the "Test" button mounted on the breaker. An inspector may want to "trip" the GFCI in order to identify that the power shuts off to any ungrounded outlet that is protected by the breaker. To "trip" the GFCI, the inspector would press the test button (A) and the switch (B) will move and shut off power to the circuit. This allows the inspector to verify that the outlet is GFCI- protected.



GFCI Breaker

C. Testing of Ground Fault Circuit Interrupters (GFCIs) To Determine Proper

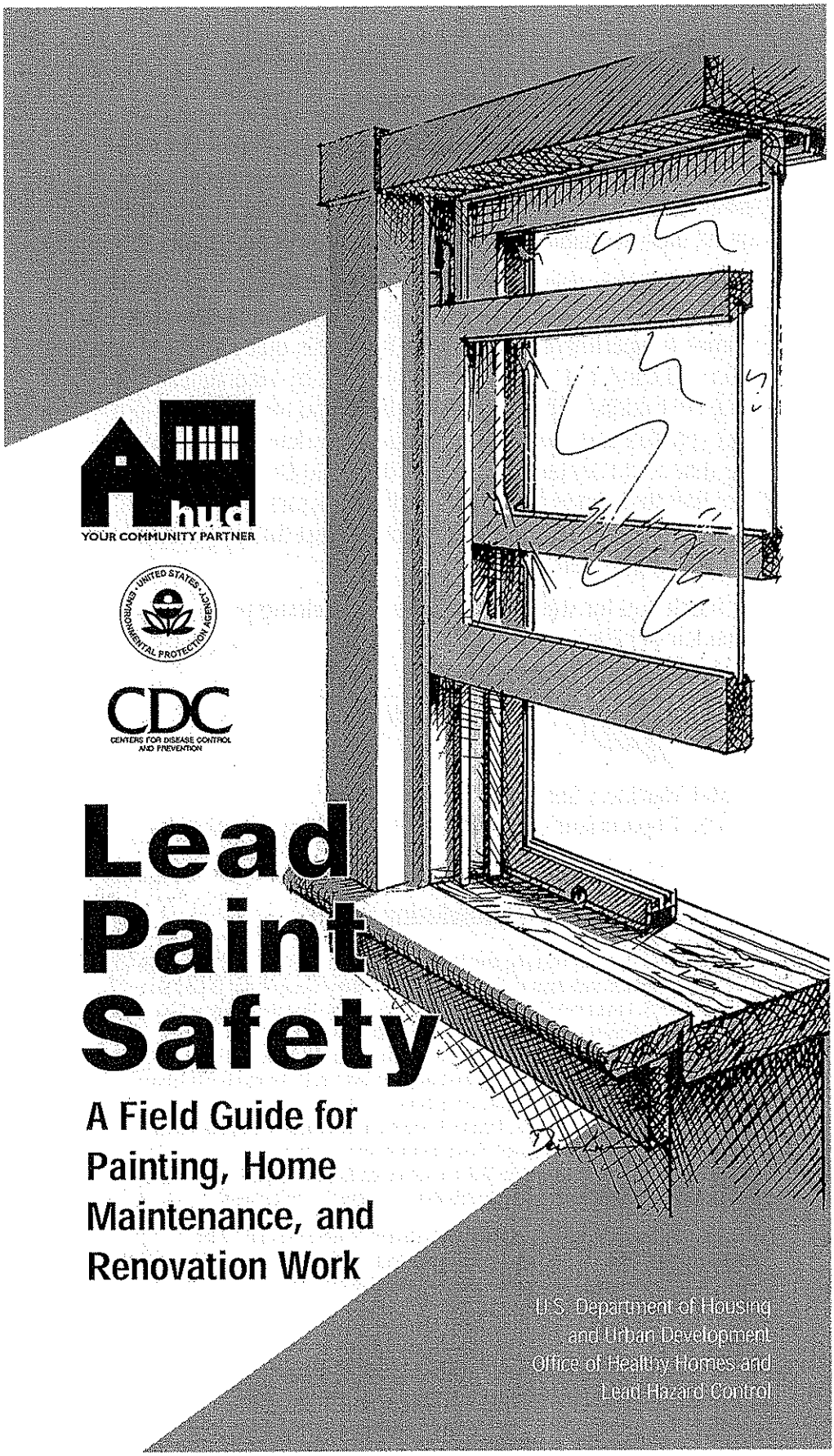
Operating Condition

If an outlet contains a GFCI, the GFCI must work as designed in order for the inspector to consider the GFCI in proper operating condition. However, a GFCI can be in proper operating condition even if it is not grounded. A GFCI is in proper operating condition if pressing the "TEST" button on the GFCI trips the circuit and shuts off power through the receptacle. It is important to note that some three-prong testers have a GFCI test button function built into the tester. The test button on a three-prong tester only works to trip a grounded GFCI. Therefore, if the GFCI is not grounded, the circuit tester will erroneously indicate that the GFCI is malfunctioning. As a result, inspectors cannot depend solely on-three prong testers to determine if a GFCI is in proper operating condition. Instead, the inspector should press the "TEST" button, and if the button trips the circuit and shuts off the power through the receptacle, the GFCI is in proper operating condition.

7. **For Further Information:** Contact Brian Gage, Office of Housing Voucher Management, Room 4210, Department of Housing and Urban Development, 451 7th Street, SW, Washington, DC 20410, at (202) 402-4254.

/s/

Sandra B. Henriquez, Assistant Secretary
for Public and Indian Housing



YOUR COMMUNITY PARTNER

CENTERS FOR DISEASE CONTROL AND PREVENTION

Lead Paint Safety

A Field Guide for Painting, Home Maintenance, and Renovation Work

U.S. Department of Housing and Urban Development
Office of Healthy Homes and Lead Hazard Control

Foreword

Every child should have a lead-safe home. That's why HUD is working to create lead-safe affordable housing through outreach and public education, a lead hazard control grant program, worker training, and the enforcement of regulations.

This guide is one part of HUD's comprehensive approach to lead safety in the home. If you perform routine maintenance on homes or apartments built before 1978, this guide will help you plan and carry out your work safely. Step-by-step instructions and illustrations explain and show what you need to do to protect yourself and your clients if you are working in older housing that could contain lead paint. This Field Guide is a valuable tool that thousands of workers and contractors across the country are using as part of a national effort to eliminate childhood lead poisoning.

Thank you for working lead-safe. It's helping protect America's children.

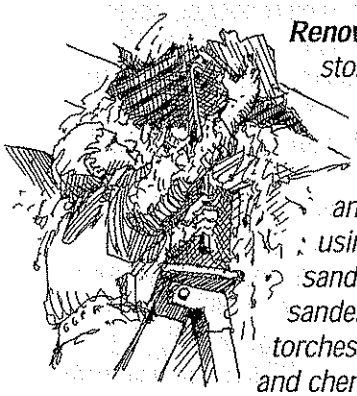
Mel Martinez, Secretary
U.S. Department of Housing and Urban Development

Acknowledgements

The U.S. Department of Housing and Urban Development (HUD) developed this guide with the assistance and input of the Centers for Disease Control and Prevention (CDC), the U.S. Environmental Protection Agency (EPA), and the Occupational Safety and Health Administration (OSHA). HUD would like to thank the staff of these agencies for their participation in developing this Field Guide. HUD would also like to thank all of the renovation, painting, maintenance, and lead professionals who provided useful feedback. Vicki Ainslie, Dana Bres, Robert Brown, Kevin Cleary, Alan Isaac, David Levitt, Linda Lewis, Dennis Livingston, Eric Oetjen, Roy Reveilles, Ron Rupp, Joe Shirmer, Aaron Sussell, Peter Tiernan, David Thompson, Richard Tobin, Ellen Tohn, Veda Watts, and Mike Wilson served on the Technical Panel for this project. A special thanks goes to these individuals for their contributions.

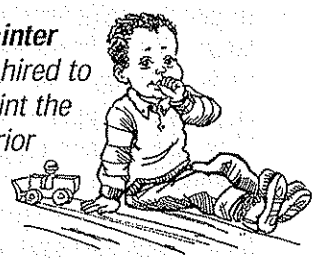
This Guide was developed by the U.S. Department of Housing and Urban Development's Office of Healthy Homes and Lead Hazard Control through a contract with ICF Incorporated. Dennis Livingston created the illustrations and provided technical content for this Field Guide.

WHY SHOULD I FOLLOW THIS GUIDE?



Renovation *of a two-story, 19th century house included removing paint from floors and woodwork using power sanders, hand sanders, scrapers, torches, heat guns, and chemical paint strippers. Ceilings were also repaired, and wallpaper and paint were removed from several walls. The family that owned the home temporarily moved out of the house. They returned when the work was only partly completed. There was dust throughout the house.*

The family discovered that something was wrong when one of the family's dogs began to have seizures. A veterinarian found that the dog had been lead poisoned. The mother and children had their blood tested, and found that all of them had very high levels of lead in their blood. All three were admitted to the hospital for severe lead poisoning.



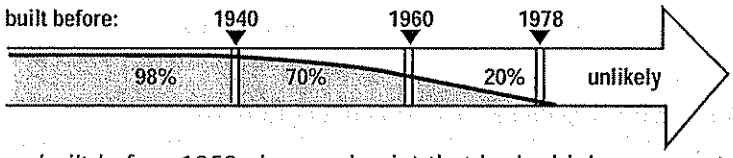
A painter *was hired to repaint the exterior of an old Vermont home occupied by a couple expecting the birth of their first child. The painter used a power grinder to remove the old paint from the exterior siding. While the painter worked, the window to the baby's nursery was left open, and the entire room, including the crib, became covered with dust.*

Fortunately, the couple noticed the dust, and understood the potential risk. They called in another painter who was qualified to control lead hazards. He cleaned up the paint dust and the newborn baby moved into a clean, safe home.

Most Old Homes Contain Lead-Based Paint

- Most homes built before 1978 contain some lead-based paint. Lead-based paint is more common and was used more extensively in homes built before 1950.

Probability of a House Containing Lead



- Homes built before 1950 also used paint that had a higher concentration of lead.

Poor Maintenance Endangers Children

- In poorly maintained houses, lead-based paint, which may be several layers down, flakes and peels off. Paint failure is usually caused by moisture problems. Sometimes rubbing or impact causes paint failure. Doing work improperly can also cause a lot of dust.
- Lead-based paint chips and dust then mix with house dust and build up in window troughs and on floors.
- Children are endangered when lead in paint chips, dust, and soil gets on their hands and toys which they may put in their mouths.
- Lead can make children very sick and cause permanent brain and nerve damage. It can also result in learning difficulties and behavior problems. This damage is irreversible. It is a tragedy we can prevent.
- If paint is kept intact and surfaces are kept clean, children can live safely in a home painted with lead-based paint.
- Uncontrolled or uncontained dust and debris from repainting and/or renovation that disturbs lead-based paint in a well-maintained home can also expose children to unsafe levels of lead.

Changing Common Work Practices Can Protect Workers and Children

- Lead-based paint can also pose a threat to workers by causing damage to their brains, and nervous and reproductive systems.
- With small changes in work practices, workers can protect themselves and their customers from lead exposure.
- These changes include:
  - Keeping dust to a minimum.
  - Confining dust and paint chips to the work area.
  - Cleaning up during and after work. Special cleanup procedures must always be used.
  - Taking dust wipe samples to make sure cleaning removed lead-contaminated dust. (Dust wipe sampling is described in Section 5D, p. 71.)

Who Should Use This Guide?

- Building maintenance workers and their supervisors
- Painters
- Repair, renovation, and remodeling contractors
- Property managers and owners
- Homeowners
- Local housing agency staff and public health staff

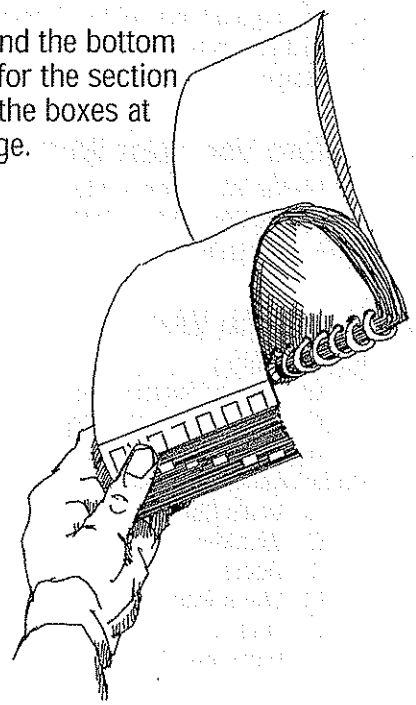
When Should I Follow This Guide?

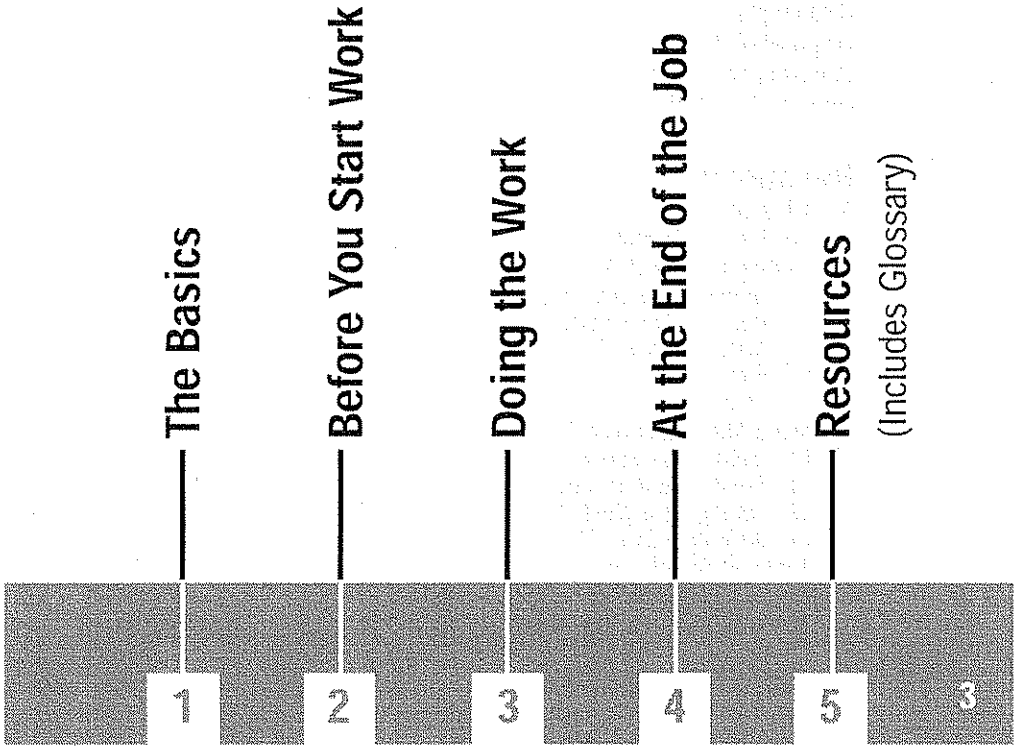
- To fix a specific problem.
- During routine maintenance or apartment turnover.
- In homes where there may be a young child or a pregnant woman.
- During work supported by Federal funds that must be performed using safe work practices under Federal regulations.

HOW TO USE THIS GUIDE

This guide is divided into 5 sections.

To locate a section, bend the bottom of these pages. Look for the section you want by lining up the boxes at the bottom of each page.





CONTENTS OF THIS GUIDE

REMEMBER THESE PRINCIPLES

1. ASSUME: **Paint in Homes Built Before 1978 Contains Lead**
(Unless a lead-based paint inspection shows it doesn't.)
Exposing Anyone to Dust, Especially Children, is Bad

2. CHECK: **Federal, State, and Local Regulations**
- OSHA has rules for worker safety
- EPA and your local community have rules for waste disposal

3. AVOID: **Creating Dust**
- Use low dust work practices (for example, mist surfaces with water before sanding or scraping)

Spreading Dust
- Cover area under work with durable protective sheeting (plastic or poly)
- Keep dust contained to immediate work area

4. PROTECT: **Occupants, Particularly Children**
- Keep them away from work area
- Clean up work site before they return

Workers
- Wear proper respiratory protection for lead dust
- Keep clean
- Don't take dust home

5. CLEAN UP: **After All Work**
- Clean up is particularly important if painted surfaces were broken or wall cavities were opened
- Take dust wipe samples to make sure that it is safe for children to return

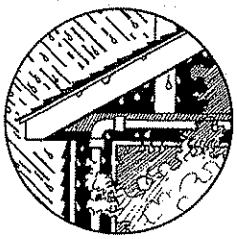
6. MAINTAIN: **A Dry Building**
- Moisture problems can cause paint failure, building deterioration, and encourage pests

All Painted Surfaces
- Well-maintained paint generally does not pose a health risk

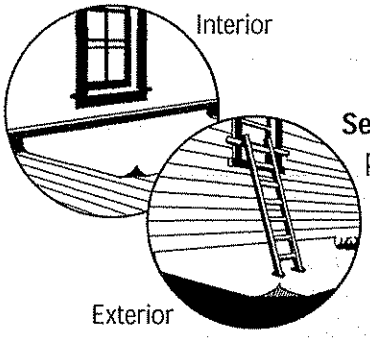
Clean and Cleanable Surfaces
- Keep floors and painted surfaces smooth
- Damp mop them often
- Clean rugs and carpet well

ROUTINE WORK PRACTICES

The following pictures appear throughout the Guide and refer to specific sections covering these practices.

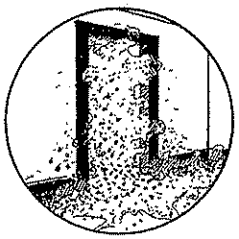


Correct the Cause of the Problem. Before work starts, correct the conditions causing damage to the home. See Correcting the Cause of the Problem, p. 7.



Set Up Work Area. Set up the work area properly. See Section 2: Set Up the Work Area - Interior & Exterior, p. 13 and p. 15, respectively.

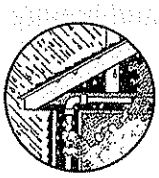
Clean Up and Clear. Thoroughly clean up the work area using the procedures described in this guide. Then, take dust wipe samples to see if it is safe for children to return. See Section 4: Cleaning Up, p. 47 and Check Your Work, p. 51.



High Dust Jobs. Some activities are likely to create high amounts of dust during the job. See Section 3: High Dust Jobs, p. 45 and follow the guidelines in this section to ensure that this work is performed safely.

Important!! This symbol points out important details where special attention is needed.

CORRECTING THE CAUSE OF THE PROBLEM

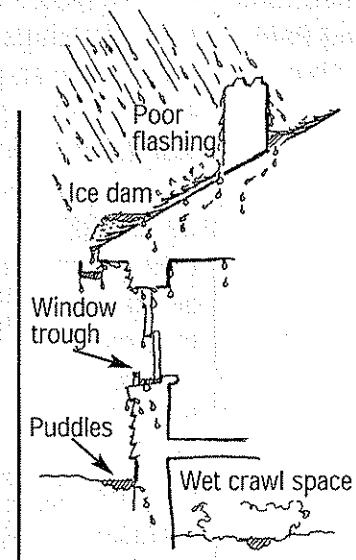


If a job involves repairs to a damaged paint surface, it is important to correct the cause of the damage, or the damage will occur again. Damaged surfaces that contain lead-based paint represent a health threat to the occupants.

The following conditions are examples of potential causes of damage to painted surfaces. Be sure that the planned work will correct these conditions if they are present.

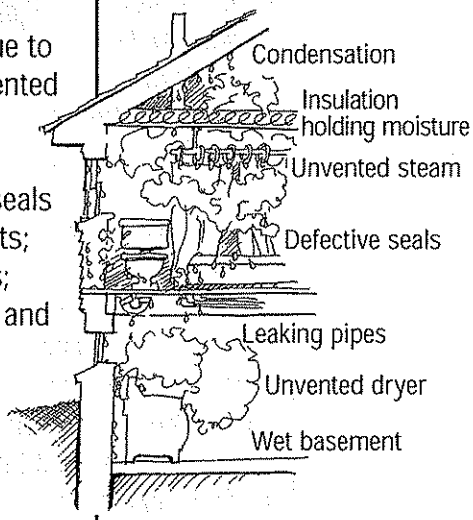
Moisture From Outside

Roof leaks; incorrectly installed flashing; defective downspouts and gutters; water collecting in window troughs; puddles of water at foundations; leaking basement walls; wet crawl spaces.



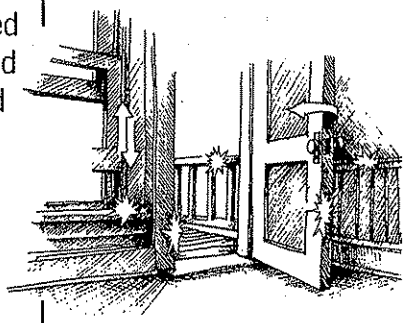
Moisture From Inside

Attic condensation due to poor ventilation; unvented steam from showers and cooking; leaking plumbing and failed seals around tubs and toilets; condensation in walls; unvented dryers; wet and poorly maintained basements.



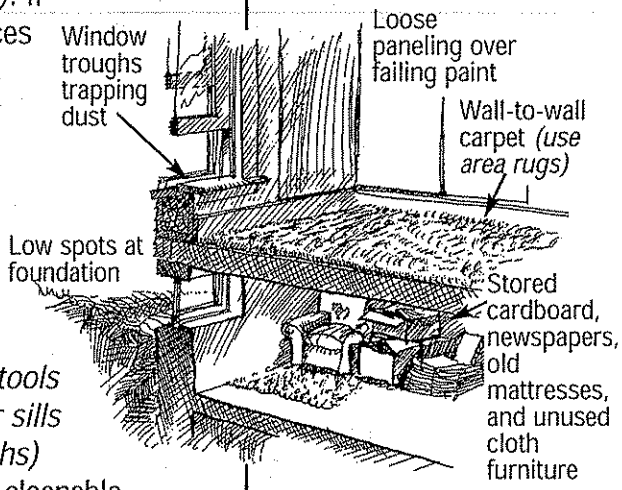
Rubbing and Impact of Painted Surfaces

Binding doors; unprotected painted walls and trim; and rubbing from opening and closing painted windows.



Places that Collect Dust and Paint Chips

Where feasible, repair or remove places where dust and paint chips may accumulate and can't be easily cleaned *(such as old wall-to-wall carpet and unused items stored in the basement)*. If these places are damp, they may also be home to mold. Keep flat surfaces *(such as window stools or interior sills and troughs)* clean and cleanable.

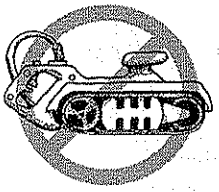


Structural Damage

Some surface damage may be caused by structural damage such as wood rot, termites, foundation settlement, and foundation shift. These problems must be addressed before surface repairs are made.

RESTRICTED PRACTICES

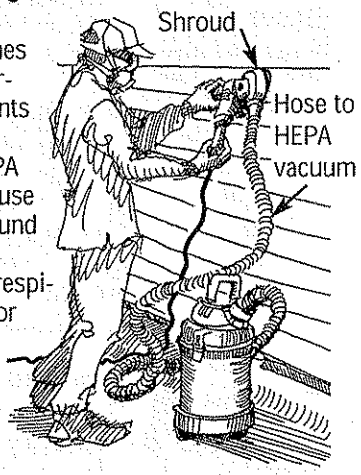
Goal: **Don't use unsafe work methods. Some work methods create such high levels of dust that they must not be used when working on surfaces that may contain lead-based paint.**



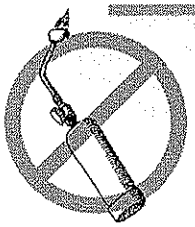
Don't Use Power Sanders or Grinders Without HEPA Vacuum Attachment.

These machines create a lot of dust that can contaminate a building and the ground around a building endangering workers, neighbors, and occupants.

Controlled Sanding or Grinding With HEPA Vacuum Attachment Is Acceptable.



If the sanding or grinding machines are "shrouded," which means surrounded with a barrier that prevents dust from flying out around the perimeter, AND attached to a HEPA vacuum, they can be used. Because some dust may still blow out around the perimeter, workers near the machine should wear half-mask respirators rated by NIOSH as N100 (or HEPA) at a minimum. Also, the work area must be completely isolated if the machine is used inside (see Section 3: High Dust Jobs, p.45). Because these tools can create high levels of dust and require additional precautions, their use is beyond the scope of this guide.



Don't Use Open Flame/High Heat Removal of Paint.

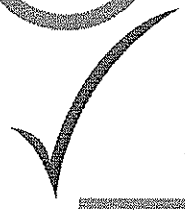
There is no acceptable use of an open flame torch or high temperature heat gun (above 1100 degrees F) to remove paint.

- It produces toxic gases that a HEPA dust canister on a respirator cannot filter out on its own (a second, organic filter is necessary).
- It creates high levels of very toxic dust that is extremely difficult to clean up.
- It can burn down a house.

Do Use a Heat Gun on Low Setting.

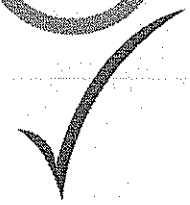
A heatgun set below 1100 degrees F may be used with caution. It is recommended for small areas only, such as the edge of a door, the top of a window stool, or the friction surface of a window jamb.

Don't Use Paint Strippers Containing Methylene Chloride.
Many paint strippers are potentially dangerous. Strippers containing methylene chloride should not be used because this chemical is extremely toxic and is known to cause cancer.



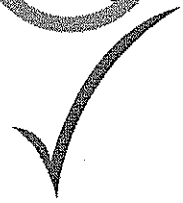
Other Chemical Strippers with Appropriate Precautions Are Acceptable.
Chemical strippers without methylene chloride are safer to use, as long as the precautions printed on the container are followed. Take extra precautions to mask areas near stripping.

Don't Use Uncontained Hydroblasting.
Removal of paint using this method can spread paint chips, dust, and debris beyond the work area. This result makes it difficult to clean up these hazards at the end of the job.



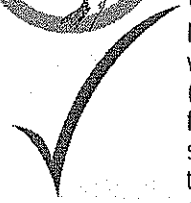
Contained Pressure Washing Is Acceptable.
Removal of paint using contained pressure washing within a protective enclosure to prevent the spread of paint chips, dust, and debris may be done. Because this method requires additional precautions that are beyond the scope of this guide, it should only be used by certified lead abatement workers.

Don't Use Uncontrolled Abrasive Blasting.
This work method can also spread paint chips, dust, and debris beyond the work area. This result makes it difficult to clean up these hazards at the end of the job.



Contained Blasting Is Acceptable.
Contained abrasive blasting within a protective, locally exhausted enclosure to prevent the spread of paint chips, dust, and debris may be used. Because this method requires additional precautions that are beyond the scope of this guide, it should only be used by certified lead abatement workers.

Avoid Extensive Dry Scraping or Sanding.
Extensive dry scraping or sanding create large amounts of paint chips, dust, and debris that are hard to contain.



Use Wet Methods or Limited Dry Scraping and Sanding.
Mist surfaces before scraping and sanding. Continue to mist while working. Dry scraping or sanding of very small areas (for example, around light switches or outlets) may be done if flat surfaces below these areas are covered with protective sheeting. These methods should be avoided on areas larger than 2 square feet per room, and workers must have adequate respiratory protection.

KEY STAGES OF A JOB

Quality work requires thinking through the job from start to finish. Here are the basic stages of the jobs described in this guide.

Before Starting	• Find the causes of damage • Prioritize work • Hand out lead hazard information pamphlet (see note below)
Work	• Set up work area — Separate work space from occupied space — Isolate high dust areas • Correct cause(s) of problem(s) • Complete the job using safe work practices, such as those shown in this guide
Finish the Job	• Clean up thoroughly • Dispose of waste safely • Check quality of work and correct problems
Maintain the Work	• Educate occupants about risks from lead-based paint • Maintain a safe and healthy home

Renovation Notice About Lead Safety

Note: Federal law requires that owners and occupants of a house or apartment built before 1978 receive the pamphlet *Protect Your Family From Lead In Your Home* prior to the start of renovation work. The requirement applies to any work that will disturb a painted surface larger than 2 square feet when the work is done by:

- Contractors who have been hired to do any kind of work. Among others, this can apply to painting, drywall, and electrical trades.
- Owners of rental properties who have work performed by maintenance staff.

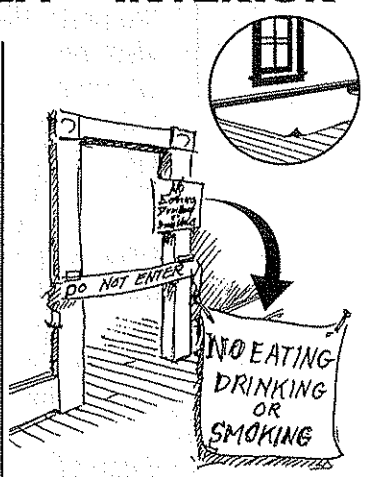
See p. 67 for more information about this requirement.

SET UP THE WORK AREA — INTERIOR

Restrict Access

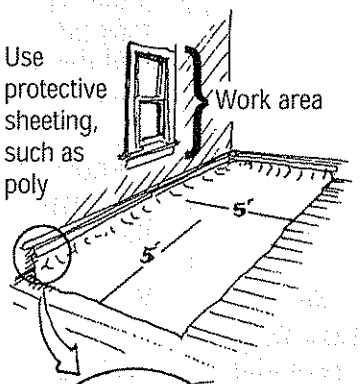
- Ask occupants to leave the room where work will be done.
- Have them stay out until final cleanup.
- Place "DO NOT ENTER" tape across doorway or post sign.

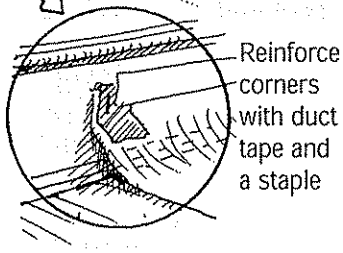
Caution: If the work will create a large amount of dust, follow the guidelines in Section 3: High Dust Jobs, p. 45.



Protect Floor

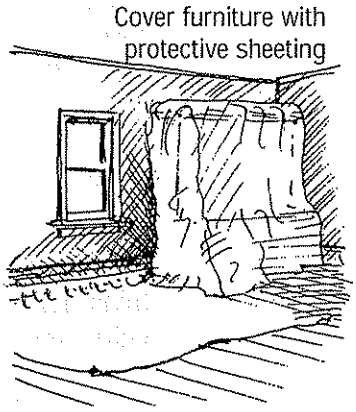
- Place protective sheeting on floor extending about 5 feet from the work area.
- Tape protective sheeting to the baseboard under work area using masking tape (or durable tape where masking tape doesn't work).





Protect Furnishings

- Remove drapes, curtains, furniture, and rugs within 5 feet of work area.
- Cover any furniture within 5 feet of work area that cannot be moved.



Stock the Work Area

- Put all necessary tools and supplies on protective sheeting before beginning work to avoid stepping off the protective sheeting.

Tracking

- To avoid tracking dust off the protective sheeting, wear non-skid shoe covers on protective sheeting and remove them each time you step off the protective sheeting.

OR

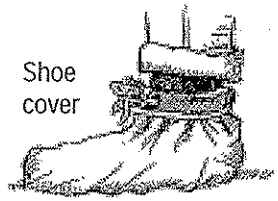
- Wipe both top and bottom of shoes with a damp paper towel each time you step off the protective sheeting.

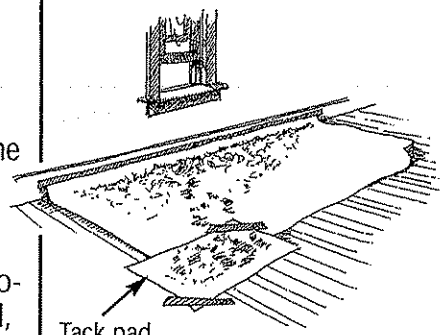
OR

- Clean off shoes using a tack pad (a large sticky pad that helps remove dust).

OR

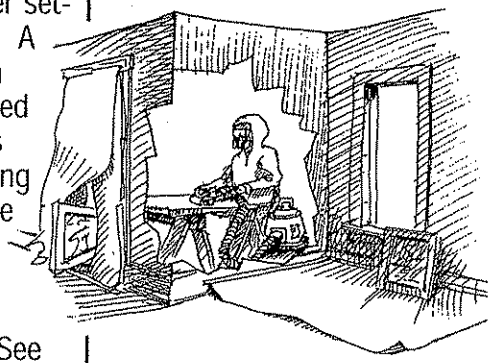
- Remove shoes every time you step off the protective sheeting.





Set Up Dust Room (Optional)

- When working on components that can be moved, such as doors and window sashes, consider setting up a dust room. A dust room is an area isolated from occupied areas where workers can do dust generating work. The door of the room is covered with a flap and the floor is covered with protective sheeting. See Section 5D: Setting Up a Dust Room, p. 73.

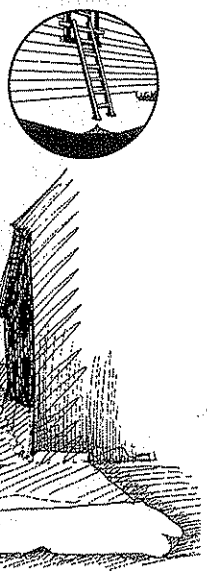


- Using a dust room contains dust and paint chips, and makes cleanup easier. It also helps protect occupants, as well as other workers.

SET UP THE WORK AREA — EXTERIOR

Protect Ground

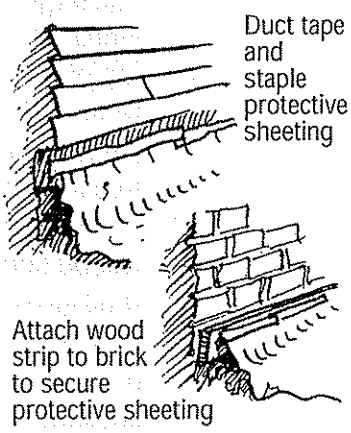
- When working on the ground floor, lay protective sheeting 10 feet from work surface or as space permits. When working on the 2nd story or above, extend the sheeting farther out.
- Vertical shrouding on scaffolding should be used if work is close to a sidewalk, street, or another property, or the building is more than three stories high.



Important: Covering the ground protects the soil from contamination by lead-based paint chips and dust.

Attach Protective Sheeting to Wall

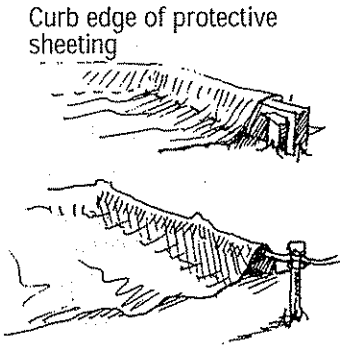
- Protective sheeting can be taped and/or stapled to wood siding or ribbon board. A wood strip may need to be attached to a masonry wall.



Build Curb

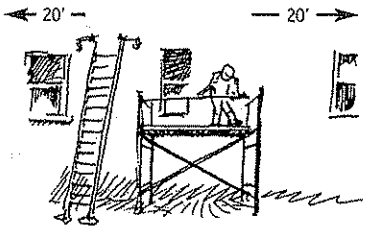
- Build a curb around work perimeter when a sidewalk or another property is near, or when wind may blow debris off protective sheeting.

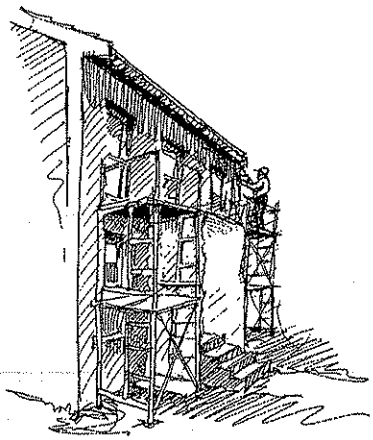
Caution: This may pose a tripping hazard.



Cover Windows and Doors

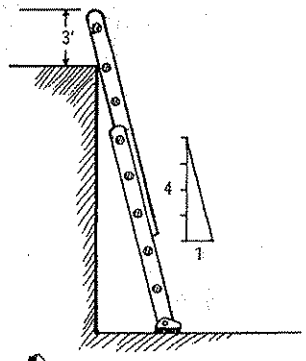
- All windows and doors within 20 feet of the work area must be closed. If they cannot be closed, seal with protective sheeting during work.
- If an entrance must be used that is closer than 20 feet, place a shroud above and on the sides of the entrance.

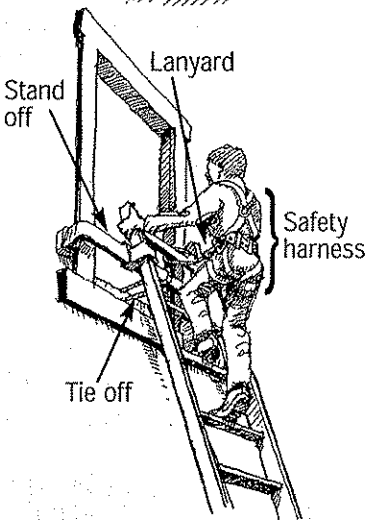




Use Ladder Safely

- Don't use a metal ladder near power lines.
- Check feet and rungs of ladder to make sure they are sound.
- Place the base of the ladder at a distance from the wall using a height to base ratio of 4:1.
- Ladder should extend 3 feet past the top of the surface area where work will be done.
- If using protective sheeting to cover the ground, cut slots in the sheeting and place the ladder feet directly on the ground—not on top of the protective sheeting.
- Tie off the top of the ladder, where possible.
- If the work is taking place at heights above 10 feet, tie off the ladder and secure yourself with a lanyard and harness.





WORKER PROTECTION

Protect Your Eyes

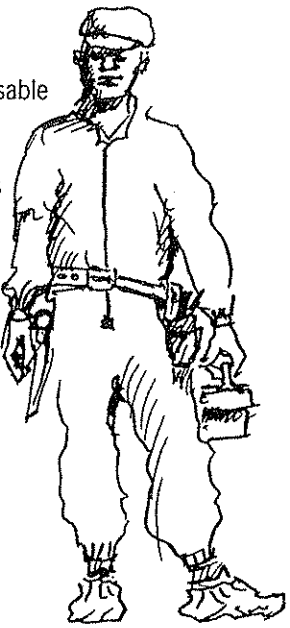
- Always wear safety goggles or safety glasses when scraping, hammering, etc.

Keep Clothes Clean

OR

Use Disposable Covers

- At end of work period, remove dusty clothes and/or vacuum off dust. Wash them separately. Do not use compressed air to blow dust off clothing.
- Wear disposable protective clothing covers. Disposable protective clothing covers can be stored in a plastic bag and reused if fairly clean and there are no rips. Small tears can be repaired with duct tape.
- Wear painter's hat to protect head from dust and debris.



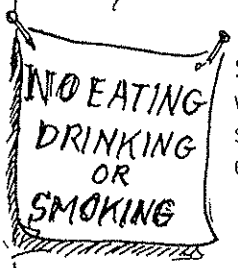
Disposable suit & shoe covers

Wear Respiratory Protection

- When work creates dust or paint chips, workers should wear at least a NIOSH-approved respirator for lead work. See Section 5D: Respiratory Protection, p. 69.

Post Warning

- Post sign and avoid eating, drinking, or smoking on site.



Sign at work site entrance

Wash Up

- Wash hands and face each time you stop working.

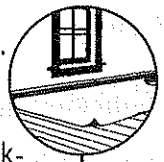
INTERIOR SURFACE PREP

PROBLEM A wall or ceiling is sound, but has holes, uneven surfaces, or flaking and peeling paint.

SOLUTION Prepare wall or ceiling to create a sound, intact surface for painting. Use methods that create a minimum amount of dust.

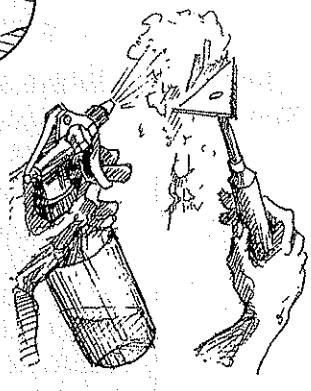
Set Up

- See Section 2, p. 13.



Remove Deteriorated Paint

- Wet scrape any loose, peeling, or flaking paint.



Fill and Patch Holes

- If removal of damaged edges is necessary, mist surface before removal.
- Skim and fill holes and cracks less than 1/16 inch wide with a non-shrinking spackle compound.
- If sanding is necessary to feather edge, use wet abrasive sponge or wet-dry sandpaper with water.

Prep Surface

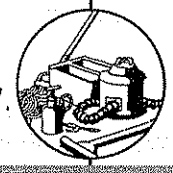
- Clean wall, particularly in kitchen area.
- De-gloss surfaces as necessary (use liquid sandpaper or wet-dry sandpaper with water).

Important: Allow surface to thoroughly dry before priming.

- Prime surface using high-grade primer.
- Apply top coat. Use one or two coats as necessary.

Clean Up and Clear

- See Section 4, p. 47.



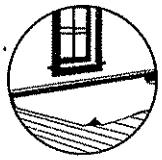
INTERIOR SURFACE PREP CONT'D

PROBLEM A wall or ceiling has cracking, peeling, or alligatoring paint, but most of the surface is sound.

SOLUTION Use a coating designed for longer durability than paint. Some of these coating systems include mesh.

Set Up

- See Section 2, p. 13.



Liquid Coating

Test Surface

- Where a long-lasting system (sometimes called encapsulant) is to be brushed, sprayed, or rolled, surface preparation is very important.
- If an encapsulant is used, use one that is approved by a state government. If your state does not have a list of approved encapsulants, it is recommended that you check with a state that does. Contact the National Lead Information Center at 1-800-424-LEAD for the telephone numbers of states with lists.
- A sample area should be tested before application. Follow manufacturer's instructions exactly.

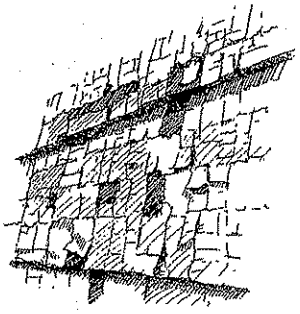
Apply System Base Coat

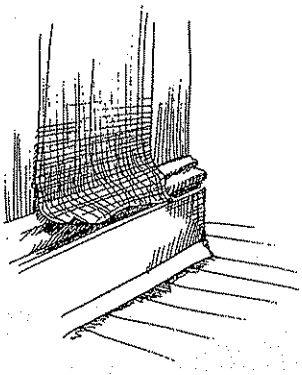
- Apply system base coat with a high nap (approximately 3/4 inch) roller. Follow the product instructions.

Mesh System

Apply Mesh

- Where there is extensive cracking or alligatoring, consider using a system that includes mesh because it can add strength and durability.
- Cut the mesh leaving a 2 inch overlap at ceiling and baseboard.
- Install so that mesh is plumb.

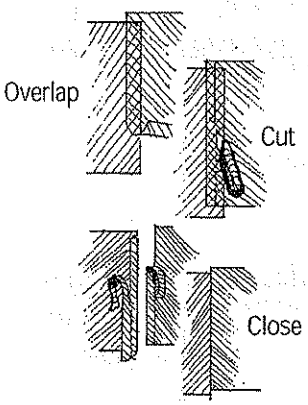


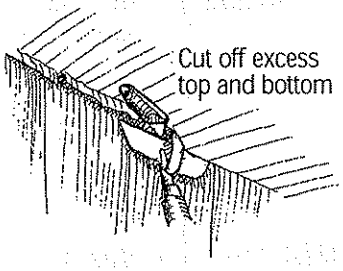


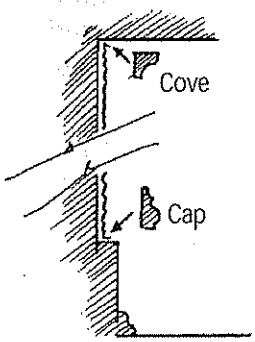
Important: For mesh systems, follow manufacturer's instructions exactly.

Apply Mesh Cont'd

- Press mesh into the base coat with a wallpaper brush, spackle knife, or roller.
- Overlap seams by 1 inch. Cut down the center of the seam and remove the 2 waste strips. Let seams butt against each other.
- Using a spackle knife, press the mesh at the bottom and top. Then cut off the excess.
- Roll on the top coat. Make sure that there is complete and even coverage.
- If there is a risk of further peeling, the top edge of mesh can be reinforced with cove or crown molding, and the bottom reinforced with base cap.







Clean Up and Clear

- See Section 4, p. 47.

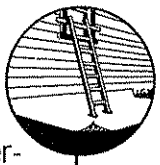
EXTERIOR SURFACE PREP

PROBLEM Exterior wood surface is chipping and peeling and may be painted with lead-based paint.

SOLUTION Prepare a sound, intact surface for painting. Use methods that create minimal dust.

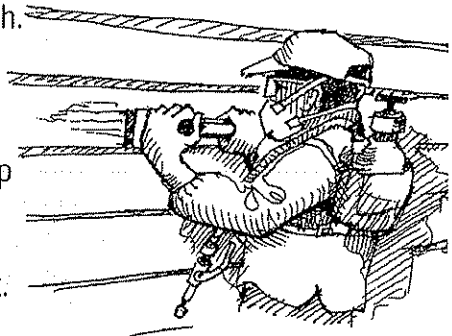
Set Up

- See Section 2, p. 15.



Clean Surface

- Clean wood with detergent (or lead-specific cleaner) and scrub brush.



Wet Scrape

- Wet scrape woodwork and siding. Mist small areas frequently to keep down dust. Using a pump sprayer in a knapsack is convenient.

Mist and Sand

- Wet sand using wet-dry sandpaper or wet sanding sponges. A power sander may be used if attached to a HEPA vacuum, and the worker is wearing respiratory protection.

Paint

- Prime and paint.

Clean Up and Clear

- See Section 4, p. 47.

Dispose of Water

- If you dislodge paint using pressure washing, water must be collected and may need to be tested (see local regulations for water disposal procedures in your area).

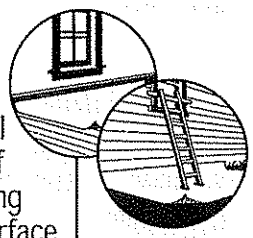
PAINT REMOVAL

PROBLEM Areas of paint are peeling or flaking or there is evidence that a child has been chewing on a painted surface. An example of a surface accessible to children is the inside nose of a window stool (inside sill).

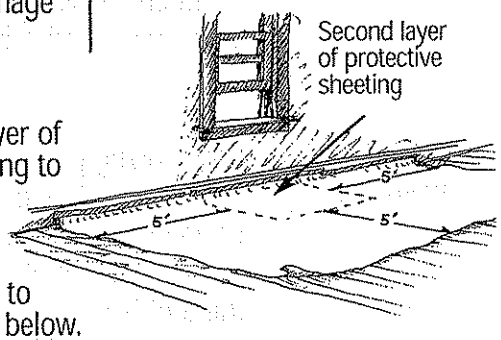
SOLUTION Remove all paint using methods that do minimum harm to the surface, create minimal dust, and are safe for workers.

Set Up

- See Section 2, p. 13 or p. 15.
- When using chemical strippers, the edge of the protective covering below the painted surface must be tightly fastened to the wall so that the stripper doesn't damage other surfaces.



- Recommendations:
  - — Use a second layer of protective sheeting to collect stripping waste. The first layer remains in place to protect surfaces below.
  - — For removable components, consider having paint stripped off-site or installing an entirely new component.



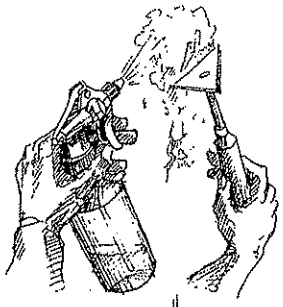
Chemical Removal

- If a large area of paint is to be stripped, consider hiring a professional.
- Follow the manufacturer's instructions carefully when using chemical paint strippers.

Caution: If using a caustic stripper, neutralize the surface according to the manufacturer's directions before applying new paint.

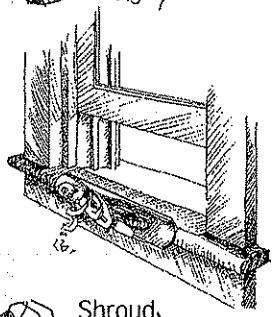
Chemical Removal Cont'd

- After stripping paint from wood, a paint residue will remain in the wood. Use caution when sanding the bare wood because it may contain lead residue.



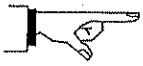
Hand Stripping

- Paint can also be removed with a paint scraper. Be sure to mist areas where paint is to be removed. Using a hand plane removes all paint and all residue. It also creates very little dust.

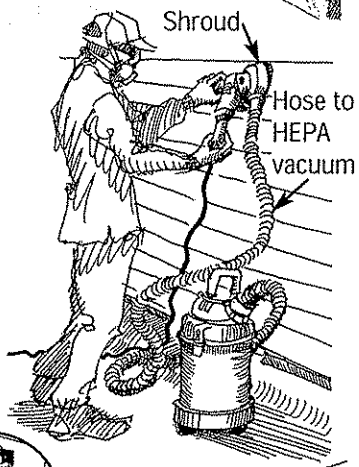


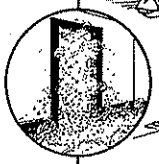
Mechanical Stripping

- When using power tools, such as sanders or grinders to remove or feather paint, make sure the tool is shrouded and attached to a HEPA vacuum. Respiratory protection is still necessary.



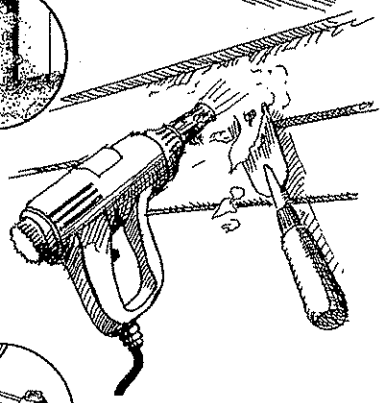
Caution: High dust potential.





Heat Stripping

- When using a heat gun to remove paint, be sure the temperature setting is kept below 1100 degrees F.



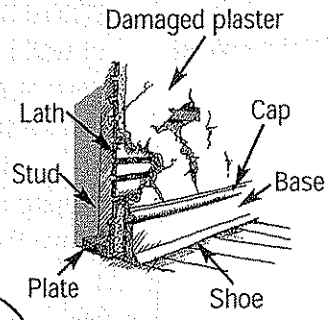
Clean Up and Clear

- See Section 4, p. 47.

DAMAGED INTERIOR WALL OR CEILING

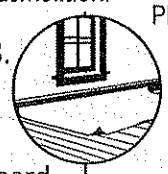
PROBLEM Wall or ceiling area is too badly damaged to repair, and demolition would create a large amount of dust.

SOLUTION Install a new durable surface over the damaged area using methods that create little dust and do not require demolition.



Set Up

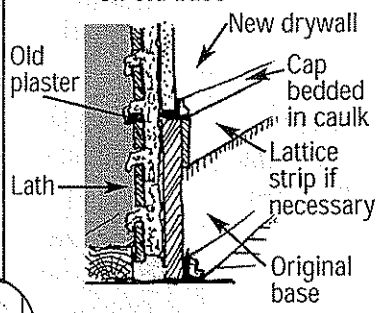
- See Section 2, p. 13.



Cover With Drywall

- Mechanically fasten drywall or veneer board through damaged plaster to studs.
- Seal the perimeter, particularly the bottom edge.

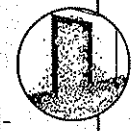
Drywall laminate sits on old base



—On Base

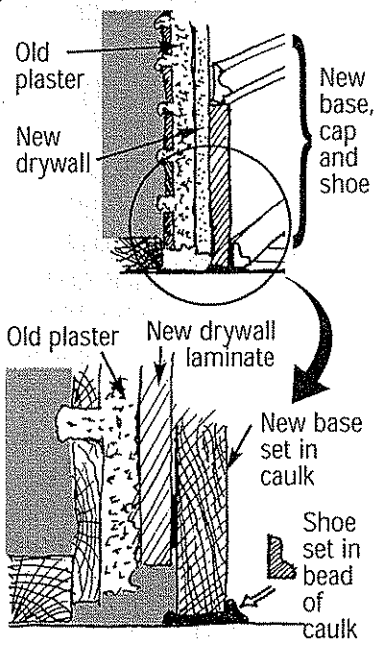
- Avoid removing existing base.

Caution: High dust potential.



- Where drywall laminate will end above existing base, install shoe or cove molding into bead of caulk to seal.
- If laminate comes close to flush with base face, a strip of lattice bedded in caulk can be used to seal joint.

New base over drywall laminate

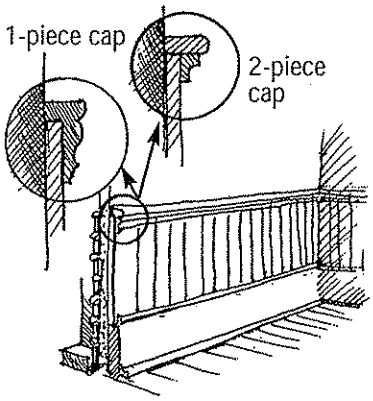


—Behind Base

- Where base will be replaced, bed the new base in bead of caulk on the back and bottom. Then, bed shoe molding in a bead of caulk to seal.

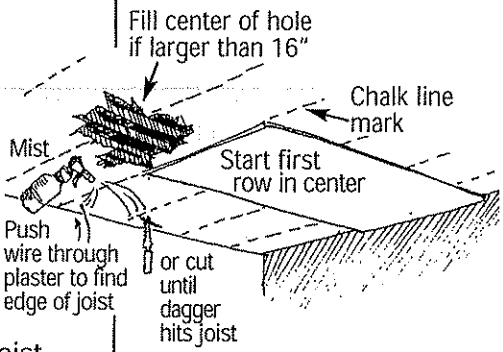
Install Wainscoting

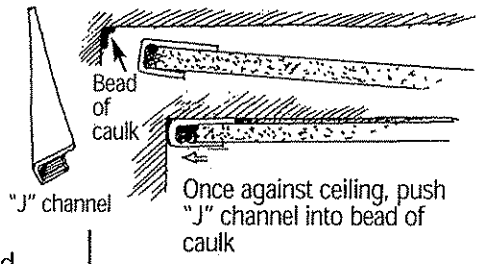
- Where bottom 3 or 4 feet of wall is damaged beyond repair, the wall can be enclosed with wainscoting. The wainscoting can be installed above the existing baseboard.
- Bed the lower edge in a bead of caulk with a trim piece also bedded in caulk.
- Finish top with cap molding.



Repair Holes in Ceilings

- When laminating drywall to ceilings, it is critical to screw into joists, not lath.
- Old joists may be irregularly spaced, so each joist center must be located.
- A drywall dagger can be used to find the joist edge, as can a heavy gauge wire pushed through the plaster.
- The drywall edges should be taped and spackled.
- If walls will not be spackled, perimeter edges can be finished with "J" channel bedded in a bead of caulk.





Clean Up and Clear

- See Section 4, p. 47.

DETERIORATED EXTERIOR SURFACES

PROBLEM An exterior painted surface is badly damaged.

SOLUTION Whenever possible, repair the surface, prep, prime, and paint exterior trim and siding, and then maintain the surface. This method is the preferred approach.

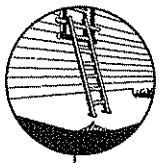
When a surface is too badly damaged to repair, install vinyl or aluminum siding, or aluminum wrap to create a safe, durable covering that protects the surface and does not cause further deterioration.

Note: Siding must be installed correctly or it may lead to wood rot and/or interior paint failure. Siding may also become home to insects and mold. Correct installation is critical in both hot and cold climates.

Cover Deteriorated Surface With Siding

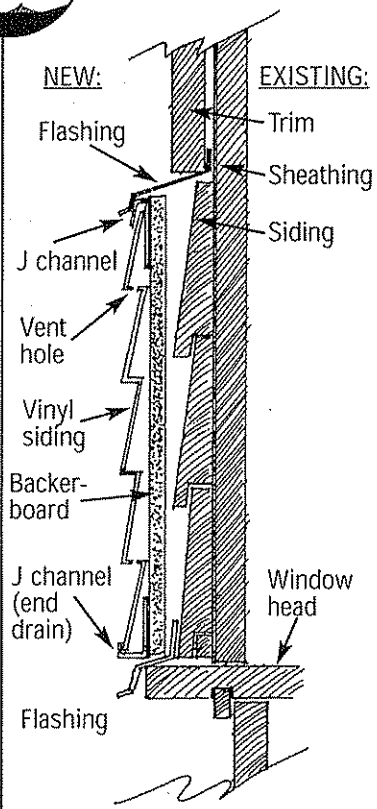
Set Up

- See Section 2, p. 15.



Install Siding

- Carefully follow the manufacturer's instructions for installing siding over an existing surface.
- Use a styrene backboard with an R-value of at least R2.
- Take care to properly install flashing, especially at horizontal trim and window and door heads.
- The siding system must be well vented but sealed at the bottom to prevent flaking and peeling paint from falling from behind the siding to the ground.
- Be sure that water can drain out.



Important: The entire home should be well ventilated to prevent moisture build-up that can cause structural damage and/or paint failure.

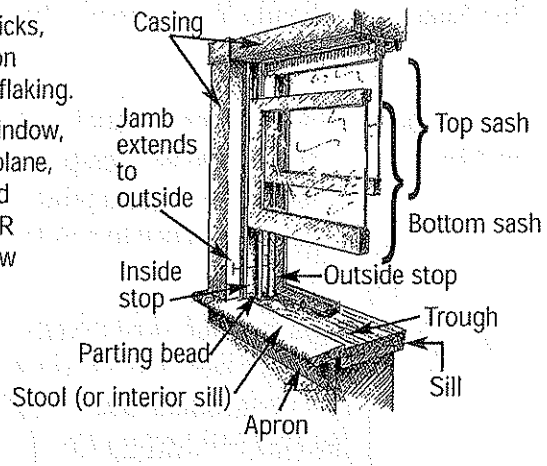
Clean Up and Clear

- See Section 4, p. 47.

STICKING WINDOW

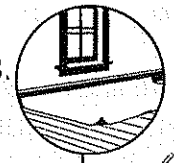
PROBLEM Window sticks, and paint on window is flaking.

SOLUTION Remove window, scrape or plane, repaint, and reinstall, OR install a new window.



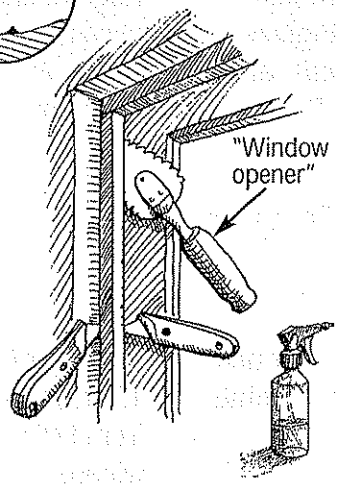
Set Up

- See Section 2, p. 13.



Loosen Painted Sashes

- If window is painted shut, mist and cut window joint with utility knife. Then open joint between sash and stop with a "window opener." Mist while working.

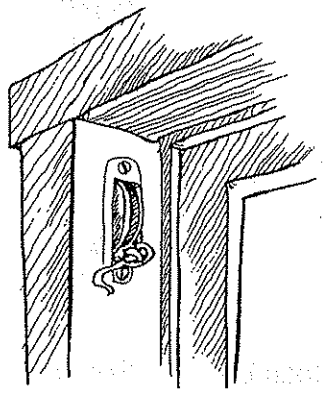


Remove Inside Stop Molding

- Mist and remove stop molding from sides and head. Dispose of properly unless it has historic value.

Remove Bottom Sash

- If counterweight cord or chain is attached to the sash, knot it or tie it to a stick when removing from sash so it does not get pulled into the weight compartment.

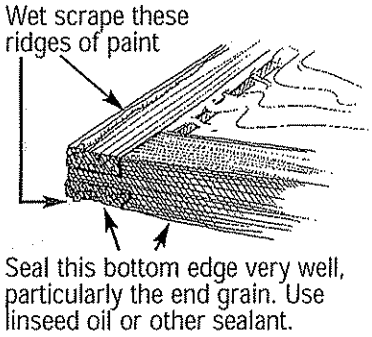


Remove Top Sash

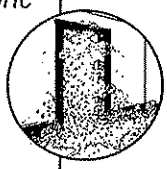
- Mist and remove parting bead. Then remove the top sash.

Wet Scrape or Plane

- Set sash on a work bench, clamp, and wet scrape all surfaces. Or use a power planer attached to a HEPA vacuum.



Caution: High dust potential. This work can be done in a dust room. See Section 5D: Setting Up a Dust Room, p. 73.



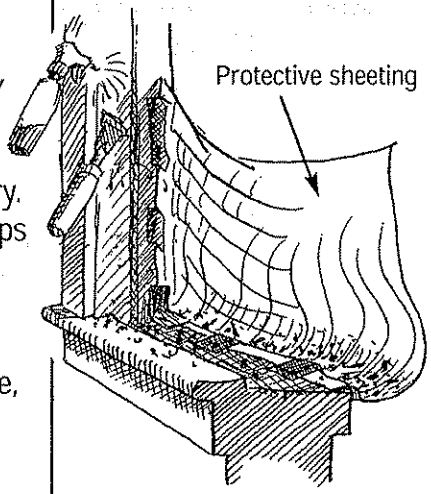
Repair, Reglaze, Seal, and Paint

- Reglaze and repair as necessary. Wet sand, prime, and paint sash and jamb. Seal, but do not paint sash edges.

Important: Seal bottom edge of sash, particularly end grain.

Repair and Paint Jamb

- Repair jamb if necessary.
- To prevent dust and chips from falling outside the window, install a scoop of protective sheeting.
- Then wet scrape, prime, and paint.



Reinstall Sash

- Reinstall sash with new or wet scraped and repainted stop and parting bead.

Clean Up and Clear

- See Section 4, p. 47.

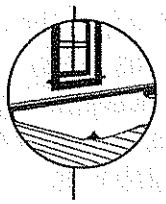
L O O S E W I N D O W

PROBLEM Loose sashes (lower and upper) do not operate smoothly, and they allow heat loss. Also, sashes rubbing against a painted jamb create paint dust.

SOLUTION Install sashes in window compression jamb liner to seal window and allow sashes to move easily without rubbing against jamb. If sashes or window components are badly deteriorated, replace window.

Set Up

- See Section 2, p. 13.



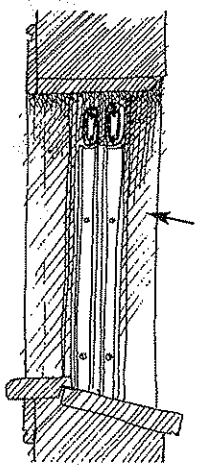
Install Window Jamb Liners

Remove Sashes and Paint

- Follow directions on pages 29 and 30.

Cut Jamb Liners

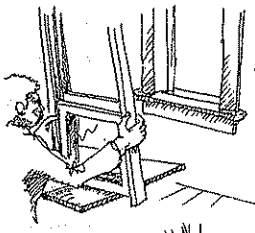
- Cut liners to fit in jamb (1/4 inch short of dimension). If pulley system is being saved, cut off directly below pulley.



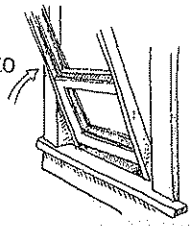
Window jamb liner installed below pulleys to keep counterweight system working

Install Jamb Liners

- Press jamb liners onto sash.
- Attach jamb liners with brass screws on top and bottom of each side.



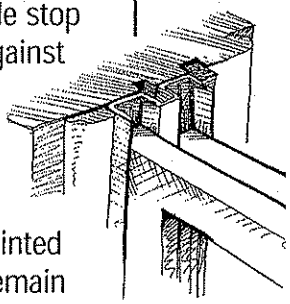
Press jamb liners onto edge of each sash

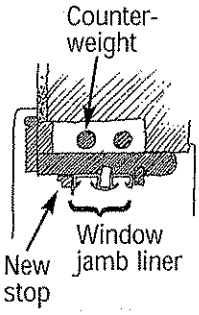


Slide sashes and liners into jamb and put two brass screws into each side

Install Stop Molding

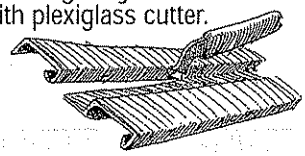
- Install new inside stop molding tight against jamb liner.





- If top sash is painted shut and is to remain fixed, adjust the above steps as follows:
  - — Cut away flange between channels of jamb liner.
  - — Leave parting bead intact and install bottom sash as above.

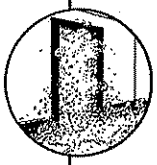
Cut flange of jamb liner with plexiglass cutter.



Replace Sash/Window

Choose an Option

- If the sashes or other components are too badly deteriorated to save, consider one of the following options:
  - — Install new sashes in tilt-in jamb liners.
  - — Replace sashes, stops, and parting bead with a vinyl or aluminum window unit.
  - — Replace entire window including jamb casing, stool, and apron.

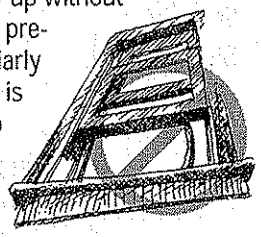


Clean Up and Clear

- See Section 4, p. 47.

WINDOW WON'T STAY OPEN

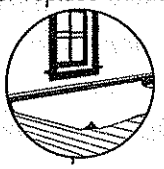
PROBLEM Window sash is loose and won't stay up without support. Propping the window open presents a danger to occupants, particularly children. When a window jamb liner is used, it may not be sufficient to keep the window open. (See page 31.)



SOLUTION Repair counterweight system or install hardware so the window will stay open securely, or replace window.

Set Up

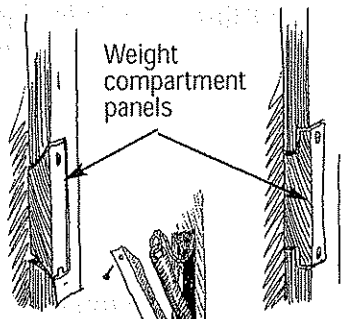
- See Section 2, p. 13.



Option #1: Reinstall Counterweight System

Open Counterweight Panel

- Find top of panel. Mist and scrape paint from top edge to find screw or nail holding in panel. Remove screw and pry off panel.



Vacuum

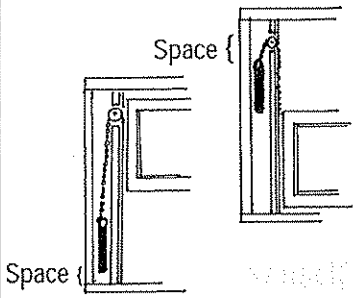
- Vacuum weight compartment with HEPA vacuum.

Remove Counterweight System

- Remove old rope or chain from counterweight and edge of sash.

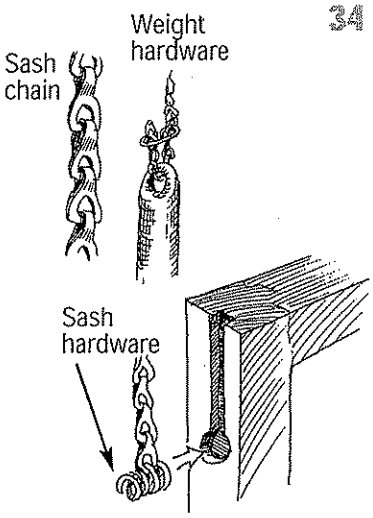
Reinstall Counterweight System

- Cut chain so weight is above bottom of weight compartment when open and weight is below pulley when closed.



Reinstall Counter Weight System Cont'd

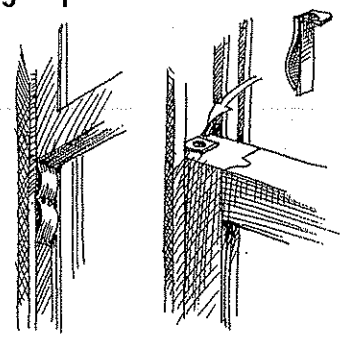
- Drop chain over pulley into weight compartment, pull out through panel opening, and attach to weight.
- Attach other end to edge of window sash using spring fixture. You may want to secure chain with fence staple.



Option #2: Install Spring Clips

Install Spring Clips

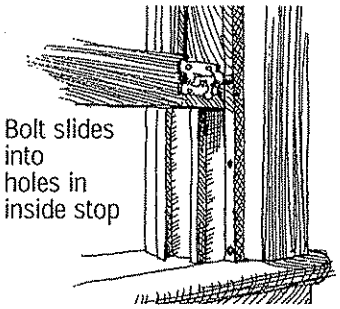
- Screw spring clips on to window as directions indicate. (2 styles shown.)



Option #3: Install "Hold Open" Hardware

Install Slide Bolt

- Screw slide bolt to bottom of window sash. Tap bolt to mark where you want to drill holes for bolt. Drill holes in inside stop at 3 or 4 points.



OR

Attach Hardware

- Attach hardware that uses spring to press against stop. To move sash, press lever. Release lever when window is at desired height.

Clean Up and Clear

- See Section 4, p. 47.

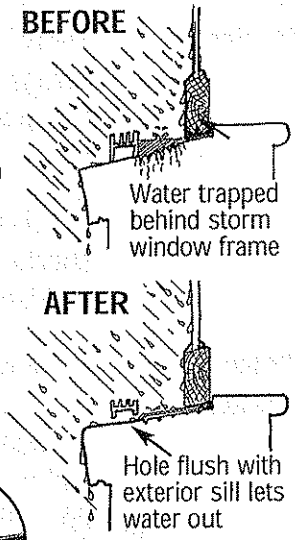
DETERIORATED WINDOW TROUGH

PROBLEM Storm window traps water behind the frame causing paint deterioration and damage to the sill.

SOLUTION Drill a drain hole through bottom of the storm window frame.

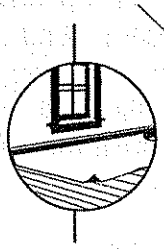
PROBLEM Window trough surface is damaged and difficult to clean.

SOLUTION Install smooth and cleanable surface in window trough.



Set Up

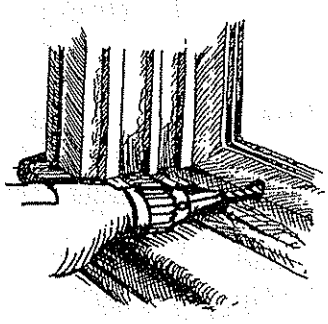
- See Section 2, p. 13.



Drill Drain Hole

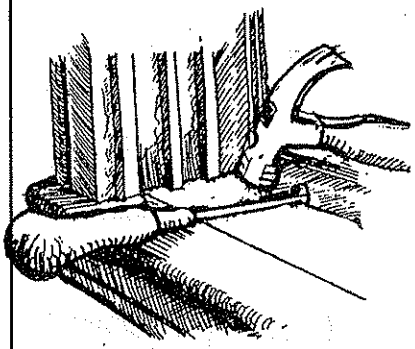
Drill

- To allow drainage, drill 2 holes through frame of storm window flush with sill. Drill holes approximately one quarter of the way from both sides. First, drill a 1/8 inch pilot hole, then the 3/8 inch hole.



Dent

- If flashing is installed in window trough and covers any part of the drain hole, run awl through drain hole. Tap with hammer to form dent in flashing to drain out water.



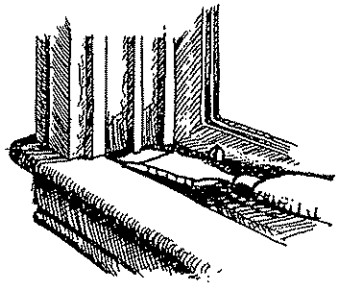
Cover Trough with Flashing

Wet Scrape

- To make surface flat, wet scrape high points and remove any fasteners from trough.

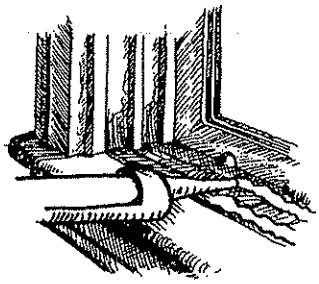
Cut

- Cut flashing 1/4 inch shorter than the width and length of trough.



Chisel or Notch

- To allow flashing to fit tight to jamb, drive chisel under parting bead and outside stop — or notch each side of the flashing at these two points.

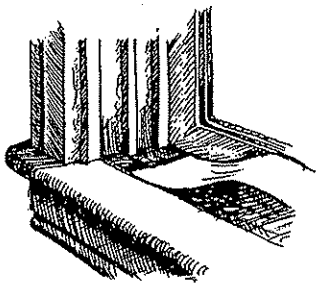


Check Fit

- Then slide flashing in to check fit. Remove and trim if needed.

Fasten

- To fasten flashing, run bead of adhesive caulk around perimeter of trough.

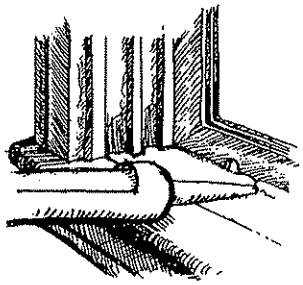


Install Flashing

- Bed flashing in adhesive caulk bead and press down.

Seal

- Run a bead of caulk around perimeter of flashing. If necessary wipe off excess caulk with damp cloth. Try not to smear caulk on face of flashing.



Important: Do not cover drain hole with caulk.

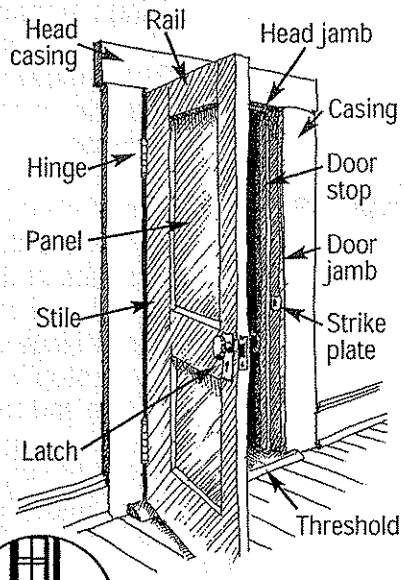
Clean Up and Clear

- See Section 4, p. 47.

DOOR NEEDS ADJUSTMENT

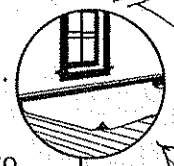
PROBLEM Edge of door is crushing against jamb on hinge side; or door is rubbing on latch side because hinges are loose. When paint on a door rubs or is crushed, dust and paint chips can result.

SOLUTION Adjust the door so that it opens and closes without damaging painted surfaces.



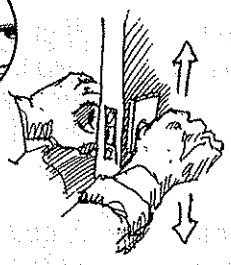
Set Up

- See Section 2, p. 13.



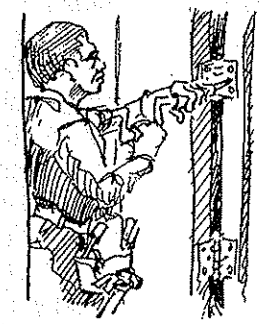
Check Door

- Grasp knob and try to move door up and down. If hinges are loose, door will move.



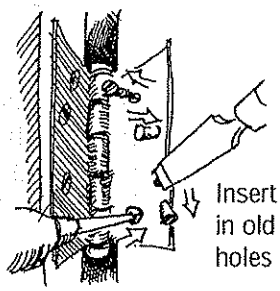
Remove Screws

- Remove screws that are most loose, but not all screws, so door remains hung.
  - — Clear paint from screw notch with hammer and small screwdriver.
  - — Unscrew. If screw head is stripped, use screwdriver bit in a brace.



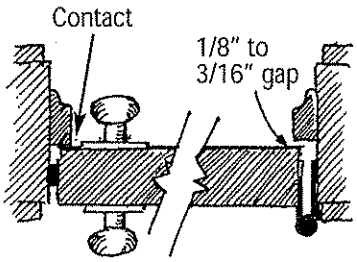
Fill Hole

- Drive 3/16 inch or 1/4 inch dowel into screw holes as necessary to fill each hole. Cut dowels flush.



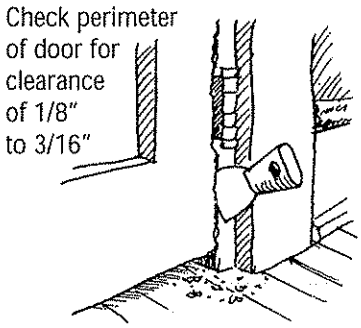
Install New Screws

- Replace screws. Use longer screws if necessary. Using a screwdriver bit on a brace makes this easier. Then remove and replace remaining screws as necessary.



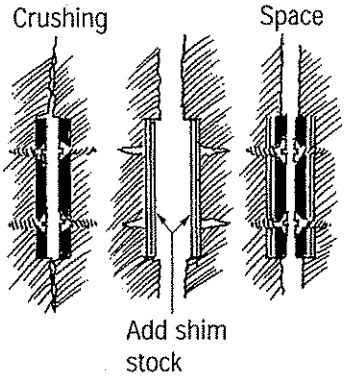
Adjust Stop

- Face of door should only contact the stop on the latch side of door frame. It should not crush or rub head or hinge side stop.
- Where stop is nailed, remove and replace with new matching stop. Leave 1/8 inch space between hinge, head stop, and the face of the door.



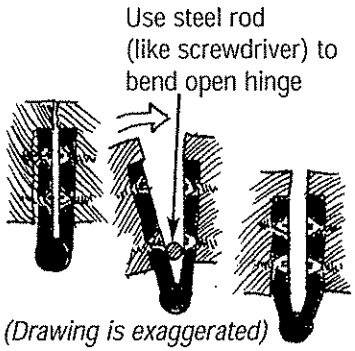
Check Clearance

- If putty knife can't fit in gap between door and jamb at <u>all</u> points, crushing of painted surfaces may be occurring.



Adjust Depth of Hinge Leaf

- If door is crushing hinge side and there is more clearance than necessary on the latch side, install metal shims behind hinge leaves. Keep at least 1/8 inch clearance on leaf side and 1/8 inch clearance on latch side. If not enough clearance, see p. 39.
- If only a small increase is needed between leaves of hinge to create a gap between door edge and jamb, place a steel rod between hinge leaves near pin and close door to slightly bend apart leaves.



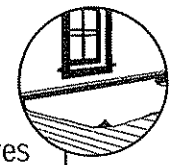
Clean Up and Clear

- See Section 4, p. 47.

DOOR RUBS OR STICKS

PROBLEM Door is scraping on latch side; or door is crushing jamb on latch side and there is not enough clearance on latch side to add shims to hinges. When paint on a door rubs or is crushed, paint chips can result.

SOLUTION Plane edges of door so that it operates smoothly and does not rub.

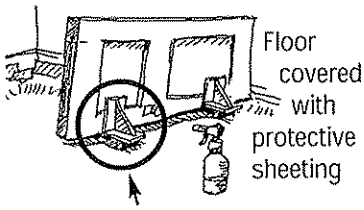


Set Up

- See Section 2, p. 13.

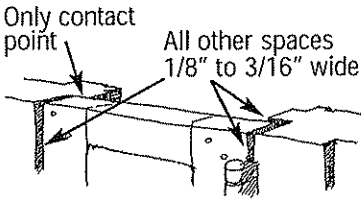
Remove Hinge Leaves

- Remove pins from hinges and hinge leaves from door.
- Set door on edge in a door hold. (See Section 5: Building a Door Hold, p. 74.)



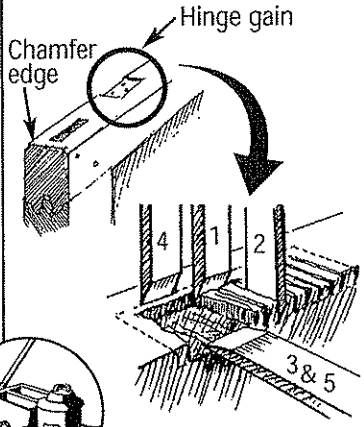
Hand Plane Edge

- Mist surface and hand plane a chamfer edge.
- Use a smooth bench or jointer plane (not a block plane) to remove the rest of the paint from the edge. Continue to mist while working. If a power planer is used to remove paint, it must be attached to a HEPA vacuum. Some power planers need an adaptor to accept HEPA attachments.
- Once paint is removed, use either a hand or power planer.



Recut Gains

- Then, recut gains as necessary so hinge leaf is set about halfway into gain.



Seal Edges

- Seal edges of door, particularly the bottom, and rehang.

Clean Up and Clear

- See Section 4, p. 47.

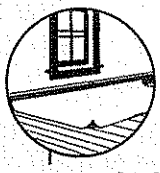
CHIPPING PAINT ON STAIRS OR FLOOR

PROBLEM Painted staircase treads, risers or floors are worn, or the paint is chipping. Paint and other coatings used on staircases and floors in older homes often contain lead. Everyday friction and wear can produce paint chips and dust.

SOLUTION Cover portions of stairs or floor that are worn with durable material.

Set Up

- See Section 2, p. 13.



Stairs – Option #1: Install Tread Covers and Riser Enclosures

Wet Scrape

- Mist and wet scrape any loose paint on treads and risers, particularly on edges.

Prime and Paint

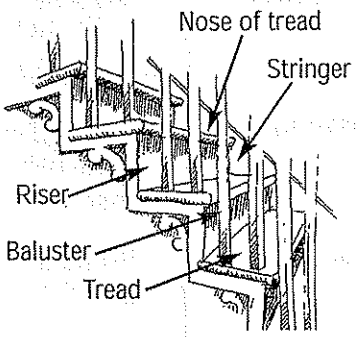
- Prime treads and risers. Paint edges that will not be covered by enclosures.

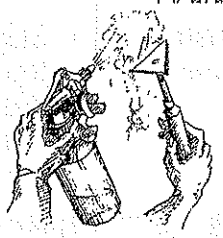
Install Riser Enclosure

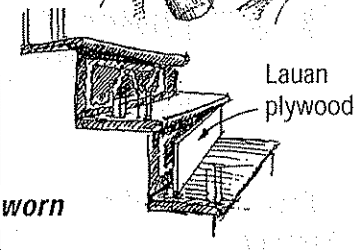
- Cut 1/4 inch lauan plywood to fit each riser. Sand exposed edges of lauan.

Fasten

- Back caulk perimeter of riser with adhesive caulk. Press tight or nail with finish nails.



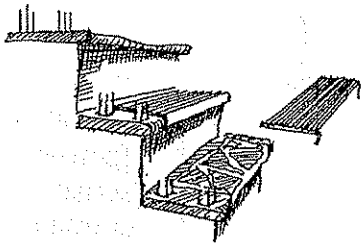




If nose tread is not worn

Cut and Install Tread Cover

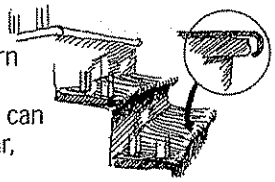
- Cut cover to fit over the tread and nose.
- Install cover with adhesive caulk or screws.



If nose tread is worn

PROBLEM

Installing a rubber tread over a worn tread nose creates a hollow space under the rubber tread cover. This can cause the rubber tread cover to tear, posing a tripping hazard.

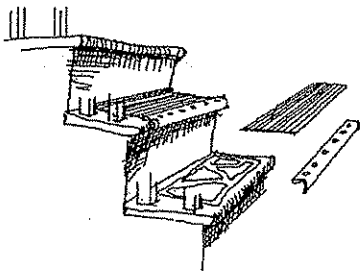


Cut and Install Tread Cover

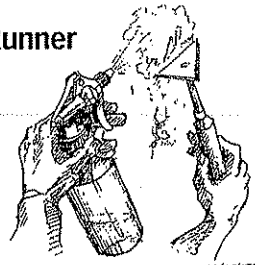
- Cut tread cover to fit from the riser to rear edge of nose. Install with adhesive caulk or screws.

Install Metal Nose Cover

- Screw metal cover over edge of tread nose. It will span the worn area of the nose.



Stairs – Option #2: Install Staircase Runner



Wet Scrape

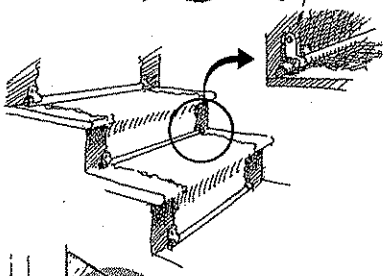
- Mist and wet scrape any loose paint on tread and riser, particularly on edges.

Prime and Paint

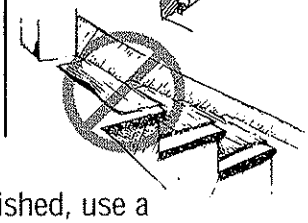
- Prime and paint treads and risers.

Install Runner

- Staple runner to top of top riser. Then fasten with staircase bars so runner may be easily removed for cleaning.



Important: Do not install runner or tread cover on landing of upper floor where its rear edge may become a tripping hazard.

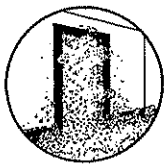


Floors

Prep Surface

- If a floor needs to be refinished, use a floor sander attached to a HEPA vacuum.

Caution: High dust potential.



Cover

- Apply a coating to the floor to keep it smooth and cleanable.
- To maintain a smooth and cleanable surface, it is recommended that the use of wall-to-wall carpeting be avoided. Area rugs can be used instead.

Clean Up and Clear

- See Section 4, p. 47.

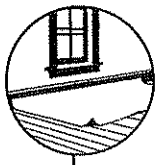
CHIPPED OR DAMAGED IMPACT SURFACES

PROBLEM Outside corners of walls, edges at passages, as well as trim, base cap, and shoe molding are being chipped due to impact from doors, furniture, and other objects. If these surfaces are covered with lead-based paint, the paint chips and the dust created may pose a health threat.

SOLUTION Protecting these surfaces with a durable material can prevent the creation of paint chips and dust.

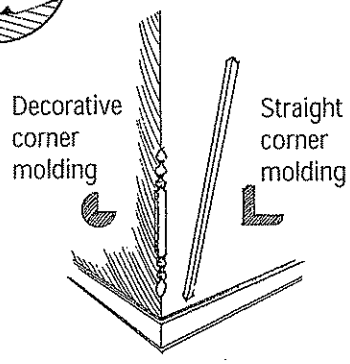
Set Up

- See Section 2, p. 13.



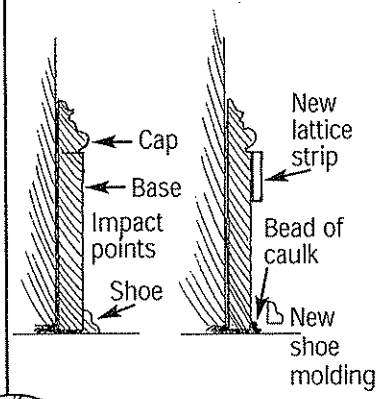
Enclose Outside Corner

- Cover outside corners of walls with corner molding. Attach with nails and/or with a bead of adhesive.



Protect Base

- In places where a baseboard shows signs of impact, replace shoe and protect cap with lattice strip.
- When replacing shoe, bed new shoe in bead of caulk to seal out moisture and prevent infiltration of dust.



Clean Up and Clear

- See Section 4, p. 47.

HIGH DUST JOBS

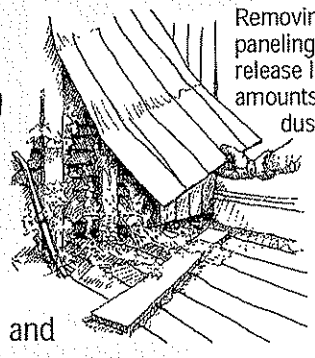
Some jobs create large amounts of dust. To be safe, workers doing this type of work should:

1. Wear half-mask respirators rated by NIOSH as N100 (or HEPA) at a minimum and be trained to wear and maintain them, or conduct air monitoring to show that they are not needed. (See Section 5D: Respiratory Protection, p. 69.)
2. Completely isolate the work space from occupied spaces and use containment to protect other workers. (See next page.)
3. Receive lead worker or supervisor training from an accredited trainer. In most states, accredited courses are available. To locate a course in your state, contact the Leadlisting at 1-888-Leadlist (1-888-532-3547) or www.leadlisting.org.

Remember: All house dust is unhealthy to breathe. It may contain lead, mold, asbestos, gypsum, roach waste, dust mites, coal dust, fiberglass, etc.

Examples of High Dust Jobs

The following types of work are likely to create high levels of dust:



Removing old paneling can release large amounts of dust.

Demolition. Demolition includes tearing off siding and/or demolishing old plaster walls or ceilings.

Opening Up Wall Cavities. These jobs include:

- Removing old paneling and baseboards
- Removing door casings and frames or window casings or jambs

"It's not just what's on the wall, it's the dust behind it."

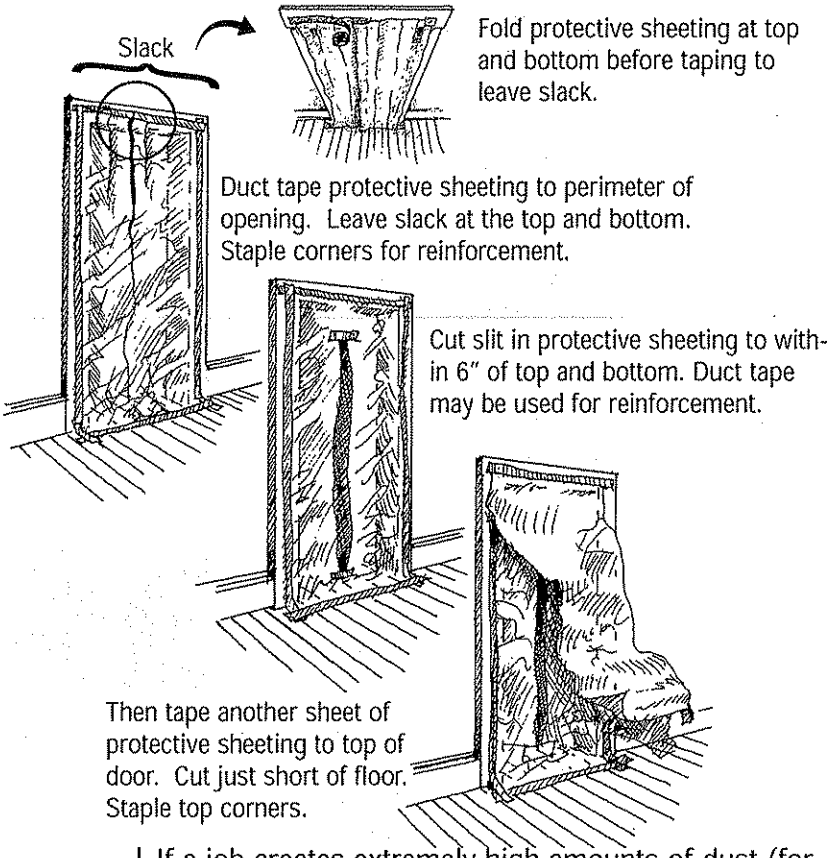
Removing Old Drop Ceilings. Lots of dust can accumulate above ceiling panels.

Improperly Removing Wall-To-Wall Carpet. A carpet that's been on the floor for many years has gathered large amounts of household dust, which may include lead dust. Improperly removing it can release a large amount of dust.

Paint Scraping. Scraping large painted areas, such as the side of a house or an entire room, even when done correctly, can create a large amount of dust.

Containing Dust

Use this system to keep dust from spreading to another room.

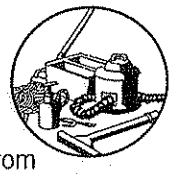


If a job creates extremely high amounts of dust (for example, demolition) or large amounts of dust in the air for more than short periods, the protective flap system shown above may not be sufficient to prevent dust from spreading beyond the work area.

For these types of jobs, a more protective system called "isolation" is needed so that dust does not spread beyond the work area. Isolation means that the work area is sealed with no direct access to occupied areas of the home. Workers need to use an entrance that is separate from occupants until cleanup is completed.

C L E A N I N G U P

It is very important to use proper cleanup procedures at the end of the job. Dust and paint chips left behind at the end of the job may contain lead and may endanger children. Have dust wipe samples collected at the end of the job to be sure that it is safe for children to return.

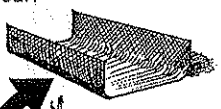


Pick Up Work Area

- Pick up large chips with damp paper towel.

AND/OR

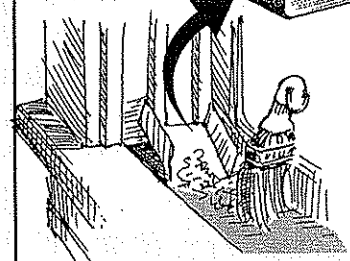
- Mist then push dust into dust pan.

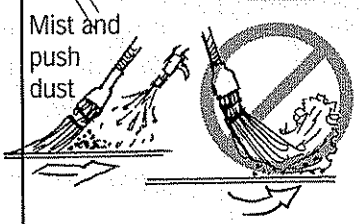


Make dust pan from flashing and clean with a whisk broom.

Pick Up Protective Sheeting

- Clean off protective sheeting. Fold dirty side inward (dirty side to dirty side). Dispose of protective sheeting at the end of each job. Protective sheeting may be used again within the same work area if it has not already been folded.

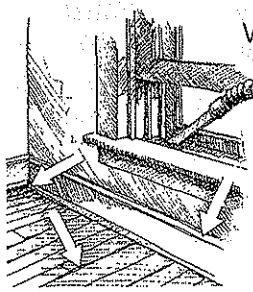




Mist and push dust

Vacuum

- HEPA vacuum all horizontal surfaces—slowly.
- Vacuum all ledges, sills, stools, molding tops, dusty surfaces, etc.
- Vacuum floor under work area. Use corner tool in corners, cracks of trim, and between floor boards.
- Vacuum floor with floor brush and carpet with a carpet tool.

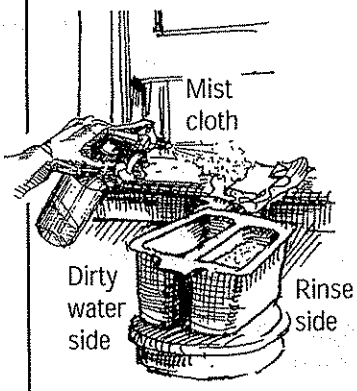


Vacuuming the cracks is very important.

Important: Vacuum carpet very slowly.

Mist and Scrub

- Wet rag with detergent then wring out.
- Mist surface or rag as you clean.
- Lead needs scrubbing, not just wiping.



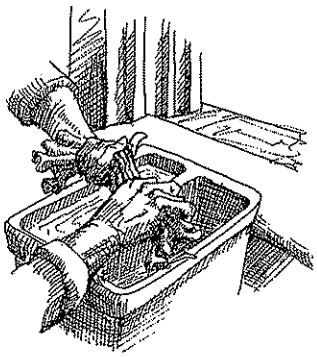
Mist cloth

Dirty water side

Rinse side

Rinse Rag

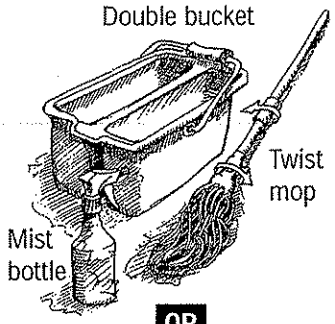
- Squeeze rag into empty side of split bucket. Rinse out rag. Squeeze into empty side. Repeat as needed.
- Change rinse water often.
  - — Use paper towels first if surfaces are very dirty.
  - — Replace rag when it looks dirty.
- Clean until dust and debris are removed.



Cleaning Floors

Mist and Scrub

- At start of cleaning, soak mop in detergent water then mist small area with detergent before mopping.
- Scrub with mop.



OR

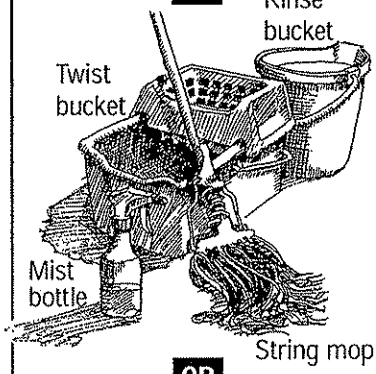
Squeeze Out and Wash

- Squeeze mop into empty bucket then rinse in rinse water. Rinse often. Squeeze out and rinse again. Mop small areas at a time.

Rinse

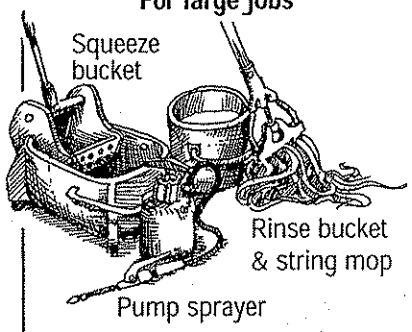
- Repeat above process using clean water rather than detergent. When cleaning up a work site, use a new mop head for rinse stage.

Recommendation: Make a final pass with a HEPA vacuum.



OR

For large jobs



Dispose of Waste

- See following section.

Take Dust Wipe Sample

- See Section 5D: Testing Dust for Lead, p. 71.

DISPOSAL OF WASTE

After cleanup of the work area, take care to safely handle and remove dust and debris from the job. Supervisors should check with the EPA and their state's agency responsible for waste to find out about specific Federal, state, and local regulations regarding disposal of waste that may contain lead-based paint.

Key Principle:
Confine dust and waste to the work area that will be cleaned.

Disposal Practices

Specific guidelines are:

- Avoid carrying construction waste through an occupied space. If you must carry it through an occupied space, first place it in a heavy duty plastic bag or wrap it in protective sheeting and seal with tape.
- When a dumpster is used, keep the dumpster covered. If a chute is used, cover the chute (or use a barrel chute) and cover the dumpster.
- Store all waste in a secure container or dumpster until disposal. Do not transport waste in an open truck, unless it is bagged and sealed.

Water

Water used for clean up should be dumped into a toilet. Never dump this water in a sink, tub, on the ground, or down a storm drain.

Water used to remove paint through pressure washing must be collected in drums and may need to be tested to determine if it is hazardous. Check with your state agency responsible for waste.

CHECK YOUR WORK!

Check Quality of Work & Cleanup

Check work quality **during the job** and at the **end of the job.**

- **Was the cause of the problem corrected?**
- **Were proper work practices used?**
- **Was cleanup done thoroughly?**

How to Check:

Checking your work involves two important steps.

1. Visual Checks

Use the checklist inside the back cover of this guide when performing visual checks.

- **During the Job.** Be sure that:
  - — the cause of the problem is being corrected;
  - — the work area is safely set up;
  - — the practices in this guide are being used; and
  - — dust and debris are not spreading beyond the work area.
- **End of the Job.** Be sure that the repairs were done properly and that no dust or paint chips remain.

2. Take a Dust Wipe Sample

When interior work disturbs painted surfaces or produces dust, have dust wipe samples taken at the end of the job to check for harmful levels of lead-contaminated dust.

To be accurate, these tests must be done according to specific procedures. See Section 5D, p. 71, for more information about these tests, and who should perform them.

How to Check Cont'd

Dust wipe testing is recommended at the end of any job that disturbs paint or produces dust. It is **strongly recommended** when:

- Work that disturbs paint is done in homes built before 1978.
- A young child or pregnant woman lives in the home.
- Performing unit turnover or regular maintenance in rental properties.

Why Is It Important to Check Work?

Checking that work was done properly is important because:

- Failing to correct conditions causing damage or deterioration results in repairs that do not last.
- Work that fails to follow the recommendations in this guide may spread dust and paint chips beyond the work area and may endanger children in the home.
- Dust and paint chips left behind due to poor cleaning may contain lead and may also endanger children in the home.
- For contractors, checking your work improves the quality of a job and is likely to reduce the risk of a lawsuit in the event a child in the home is later found to have high levels of lead in his/her blood.
- Leaving a clean job site is greatly appreciated by customers.

ONGOING MONITORING & MAINTENANCE

Regularly Check Repairs for Deterioration, Paint Chips, and Dust

Property owners should regularly monitor painted surfaces where maintenance or improvements were performed.

Check to see if:

- New evidence of deterioration or paint failure is present.
- The cause of the problem was corrected.
- Lead dust hazards are present. *Important: This can only be done by dust wipe sampling.*

Maintain Surfaces and Thoroughly Clean

Then:

- Perform repairs, as needed, to maintain surfaces in a smooth and cleanable condition using the methods recommended in this guide; and
- Clean the area thoroughly using the practices described earlier in this section.

Methods of Monitoring

Follow the same methods used to check your work:

- **Visual Check.** Look for deterioration, paint failure, dust and paint chips. Use the checklist inside the back cover of this guide.
- **Test for Lead Dust.** Have dust wipe samples taken to check for dust that may be contaminated with lead. A test is needed to determine when dust contains harmful amounts of lead.

To be accurate, these tests must be done according to specific procedures. See Section 5D, p. 71, for more information about these tests, and who should perform them.

When to Monitor?

- **Annually.** Perform a visual check of past repairs and improvements involving painted surfaces.
- **During Unit Turnover or Routine Maintenance.** Perform a visual check of past repairs and improvements involving painted surfaces.
- **Every Two Years.** Get a dust wipe test done at least every two years. This type of test is **strongly recommended** when a young child or pregnant woman lives in the home.

Why Is It Important to Monitor & Maintain Work?

Monitoring and maintenance helps:

- Plan and implement maintenance tasks
- Protect occupants and neighbors, particularly children, from lead exposure
- Give owners, contractors, and residents a record of the condition of the unit

A. GLOSSARY

Aluminum flashing - thin aluminum sheeting, also known as coil stock.

Aviation snips - metal cutters.

Chamfer - a small bevel on an edge.

Enclosure - a rigid, durable construction material that is mechanically fastened to the structure to cover painted surfaces.

Fit testing - a method to check if a respirator fits properly over the face.

Gain - notch chiseled in a door for a hinge leaf.

HEPA filter - High-Efficiency Particulate Air filter. A filter that can remove particles of 0.3 micrometers or larger from the air at 99.97 percent or greater efficiency.

HEPA vacuum - a vacuum with a HEPA filter.

HUD Guidelines - HUD's *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing.*

Interim controls - a set of measures to reduce exposure to lead hazards. Interim control measures include special cleaning, repairs, paint stabilization, enclosure, and containment. For a full discussion, see HUD's *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing.*

Lauan plywood - 1/4 inch plywood made of lauan with a smooth face.

N100 - a NIOSH filter class that describes a respirator's ability to filter airborne particles. A respirator filter rated as N100 removes particles of 0.3 microns or larger from the air at 99.97 percent or greater efficiency.

NIOSH - National Institute for Occupational Safety and Health, an agency within the Centers for Disease Control and Prevention that tests and certifies safety equipment including respirators.

OSHA - Occupational Safety and Health Administration, an agency of the U.S. Department of Labor that oversees worker safety.

Paint stabilization - a process of wet scraping, priming, and finish coating of a deteriorated painted surface to prevent further deterioration.

Permissible Exposure Limit (PEL) - a dust exposure threshold set by OSHA. Work that creates lead dust levels in the air greater than the PEL must meet OSHA lead safety requirements for workers. OSHA has set the PEL for airborne lead dust at 50 micrograms per cubic meter *($\mu g/m^3$)* as a time weighted average. See Section 5D, p. 69, for technical information about OSHA requirements and Section 5B, p. 61, for information about OSHA regulations.

Pilot hole - a small hole drilled to guide the drilling of a larger hole.

Protective sheeting - made of plastic, poly or other material. Protective sheeting must be puncture and tear resistant, impermeable to liquids, durable, flexible, and lightweight.

R-value - a measure of heat containment; used for rating insulation effectiveness.

Shim - small piece of wood or metal used to fill space between two fastened components.

Shroud - a protective covering that contains dust and chips.

Substrate - a solid surface such as plaster, drywall, wood, etc.

Tack pad - a sticky pad that helps remove dust from shoes.

Window trough - the area of the sill between a window stool or interior sill and the frame of the storm window where the bottom sash rests when closed (also called a window well or exterior sill).

B. FOR MORE INFORMATION

This section lists useful documents, web sites, and other lead-based paint information resources. Additional sources also exist. Use the reference letter on the right to locate the contact for each information resource. Contacts are listed by letter on pages 62-64. Publications marked with an * are for sale; others are available for free.

Where can I get more information on...

Work practices and lead-safety?

Publications	Reference Letter
• *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (July 1995).** Technical guidance on methods for identifying and controlling lead-based paint and lead-based paint hazards. The *Guidelines* can also be downloaded for free from the HUD Office of Lead Hazard Control web site. (About 750 pages)	B, C
• *Residential Lead Desktop Reference (2nd Edition, June 1998).** A CD-ROM containing a large variety of lead-based paint information resources.	C
• *Maintaining a Lead Safe Home (1997).** A do-it-yourself manual for homeowners and property managers. (89 pages)	B
• *Lead-Based Paint: Operations and Maintenance Work Practices Manual for Homes and Buildings (May 1995).** Technical guidance on safe work practices. (200 pages)	G
• *Guide Specifications for Reducing Lead-Based Paint Hazards (May 1995).** Technical guidance on purchasing lead-hazard control reduction services and developing lead-hazard reduction work specifications. (About 500 pages)	G
• *Lead Safety for Nonprofit Property Owners, Developers, and Managers (July 1998).* Practical guide to developing policies and activities that incorporate lead safety in property management. (About 30 pages)	F

	Reference Letter
Publications	
• *Guide to Working Safely with Residential Lead Paint (1999).* Pamphlet with key lead safety precautions to follow during repainting and home improvement.	F
• *Reducing Lead Hazards When Remodeling Your Home (September 1997).* Pamphlet providing basic information about lead-based paint risks and precautions when remodeling pre-1978 homes.	B, I, K
Web Sites	
• HUD, Office of Lead Hazard Control. Provides information on HUD regulations, technical and educational documents, and links to other lead resources.	B
• EPA, Office of Pollution Prevention and Toxics. Provides information on EPA regulations, technical and educational documents, and links to other lead resources.	K
Worker protection methods?	
Publications	
• *Protecting Workers and Their Communities from Lead Hazards: A Guide for Protective Work Practices and Effective Worker Training (1993).** Guidance on worker protection methods, training workers, and complying with OSHA regulations. (About 500 pages)	L
• *Lead Exposure in the Construction Industry (1993).* Fact sheets that describe worker protection measures needed to meet OSHA requirements for lead including respiratory protection and protective clothing. (Series of 6 fact sheets)	J
Web Site	
• OSHA. Occupational Safety and Health Administration. Provides information on OSHA regulations, technical and educational documents, and links to other lead resources.	J

Preventing children's exposure to lead hazards?

	Reference Letter
Publications	
• *Protect Your Family From Lead In Your Home (May 1995).* Pamphlet that provides basic information about addressing and preventing lead-based paint hazards in the home.	B, I, K
• *Lead Poisoning Prevention: Directory of State Contacts (1997-98).** Booklet that contains profiles of state programs to reduce lead hazards. (150 pages)	E
• *Directory of State and Local Lead Poisoning Prevention Advocacy Organizations (1998).** List of state and local non-profit organizations that are working to prevent lead poisoning. (About 300 pages)	A
Web Site	
• Alliance to End Childhood Lead Poisoning. Information on lead poisoning prevention, lead issues, and program design. Site has publications that can be copied from the web.	A

Public education and outreach materials?

Web Site and Hotline	
• National Lead Information Center. Information about lead hazards and poisoning prevention.	I

Locating certified abatement contractors and clearance inspectors?

Web Site and Hotline	
• Leadlisting. List of qualified lead professionals including inspectors, risk assessors, abatement contractors, and analysis laboratories.	D

Disclosure requirements?

Publications	Reference Letter
• *Protect Your Family From Lead in Your Home (May 1995).* Pamphlet that provides basic information about addressing and preventing lead-based paint hazards in the home.	B, I, K
• *Disclosure of Lead-Based Paint Hazards in Housing (March 1996).* Fact sheet that provides information on how to meet Federal disclosure requirements.	K
• *Questions and Answers on the HUD/EPA Disclosure Rule.* Answers to commonly asked questions about Federal disclosure requirements. (5 pages)	K
• *Interpretive Guidance for the Real Estate Community on the Requirements for Disclosure of Information Concerning Lead-Based Paint in Housing, Parts I and II (1996).* In-depth guidance on the disclosure requirements for real-estate professionals. (27 pages)	K
• *Resource Handbook on Lead Hazard Disclosure for Homes and Apartments (1996).** Comprehensive reference book on disclosure procedures including advice for renters and owners, a glossary of key terms, and copies of disclosure documents. (Approximately 300 pages)	A

Respirators?

Web Sites	
• National Institute of Occupational Safety and Health. Provides information on the proper use of respiratory protection and various types of NIOSH-approved respirators that are available.	H
• Occupational Safety and Health Administration. Provides information on OSHA regulations regarding the use of respiratory protection.	J

Where can I find...

	Reference Letter
HUD's lead regulations?	
• 24 Code of Federal Regulations (CFR) 35 (Lead Rule). Contains lead hazard evaluation and reduction requirements for properties that receive HUD funding.	B
OSHA's lead regulations?	
• 29 CFR 1926.62 (Lead in Construction) and 29 CFR 1910.1025 (Lead in General Industry). These regulations cover Federal worker protection requirements for workers in industry, construction, remodeling, and renovation.	J
EPA's lead regulations?	
• 40 CFR 745 (Lead-Based Paint Poisoning Prevention in Certain Residential Structures). Contains the Federal regulations for the disposal of lead waste and contractor notification requirements.	K
• 40 CFR 745.80 (Residential Property Renovation). Federal rule requiring contractors to provide notification before the start of any work that disturbs a painted surface in pre-1978 homes.	K
Disclosure regulations?	
• 24 CFR 35 (HUD) and 40 CFR 745 (EPA). Regulations for disclosure of known lead-based paint and lead-based paint hazards by home sellers and landlords. This rule was published jointly by HUD and EPA.	B, K

State lead laws? Publication	Reference Letter
• *Summary of Lead Poisoning Prevention Statutes (February 1999).* A state-by-state listing of local lead-related regulations, such as waste disposal requirements. Available by fax. (24 pages)	E

Contacts

Reference Letter	Organization	Types of Resources
A	Alliance to End Childhood Lead Poisoning 227 Massachusetts Avenue, NE, Suite 200 Washington, DC 20002 202-543-1147 http://www.aeclp.org	Publications
B	Office of Healthy Homes and Lead Hazard Control; U.S. Dept. of Housing and Urban Development (HUD) 451 Seventh Street, SW, Room P-3206 Washington, DC 20410 202-755-1785 http://www.hud.gov/offices/lead	Publications Program development
C	HUD USER P.O. Box 6091 Rockville, MD 20849 1-800-245-2691 http://www.huduser.org	Publications
D	Leadlisting 1-888-Leadlist (1-888-532-3547) http://www.leadlisting.org	Technical consultation
E	National Conference of State Legislatures 1560 Broadway, Suite 700 Denver, CO 80202 303-830-2200 http://www.ncsl.org	Publications

Reference Letter	Organization	Types of Resources
F	National Center for Lead Safe Housing 10227 Wincopin Circle, Suite 205 Columbia, MD 21044 410-992-0712 http://www.leadsafehousing.org	Publications Technical consultation
G	National Institute of Building Sciences (NIBS) Publications Department 1201 L Street, NW, Suite 400 Washington, DC 20005-4014 202-289-7800 http://www.nibs.org	Publications Training
H	National Institute of Occupational Safety and Health (NIOSH) Hubert H. Humphrey Building, Room 7154 200 Independence Avenue, SW Washington, DC 20201 800-35-NIOSH (800-356-4674) http://www.cdc.gov/niosh/home-page.html	Publications
I	National Lead Information Center (NLIC) 8601 Georgia Avenue, Suite 503 Silver Spring, MD 20910 Information Clearinghouse: 1-800-424-Lead (1-800-424-5323) http://www.epa.gov/lead/nlic.htm	Publications Training

Reference Letter	Organization	Types of Resources
J	Occupational Safety and Health Administration (OSHA) U.S. Department of Labor, OSHA Publications Office 200 Constitution Avenue, NW, Room N3101 Washington, DC 20210 *OSHA Lead web page:* http://www.osha-slc.gov/SLTC/lead/index.html *OSHA Respirator web page:* http://www.osha-slc.gov/SLTC/respiratory_advisor/mainpage.html	Technical consultation Enforcement
K	Office of Pollution Prevention and Toxics (OPPT) U.S. Environmental Protection Agency (EPA) 401 M Street, SW (7401) Washington, DC 20460 202-260-3810 http://www.epa.gov/lead	Publications Program development
L	Society for Occupational & Environmental Health 6728 Old McLean Village Drive McLean, VA 22101 703-556-9222 http://www.soeh.org	Publications

C. GETTING THE WORD OUT

How Owners and Occupants Can Work Together to Improve Lead Safety In Homes

Gaining tenant cooperation can help rental property owners and managers respond promptly to conditions that could pose a health threat to occupants.

Owner Responsibilities

1. Check the building to be sure that:
   - ❑ The building shell is sound.
   - ❑ Water isn't coming in from the outside and causing damage.
   - ❑ Sources of moisture inside are not causing damage.
   - ❑ Painted surfaces are intact.
   - ❑ Doors and windows work properly.
   - ❑ All surfaces are clean and cleanable.

2. Maintain the building.
   - ❑ Train maintenance staff to minimize dust, clean up effectively, and protect themselves.
   - ❑ Conduct regular building checks for potential problems, such as:
     - Flaking or peeling paint
     - Water damage to paint, plaster, or wood
     - Plumbing or roof leaks
     - Painted doors and windows that do <u>not</u> operate smoothly

3. Educate occupants and gain their cooperation.
   - ❑ Fulfill Federal notice and disclosure requirements.
   - ❑ Have occupants inform you of damaged paint and other maintenance problems.

When Maintenance or Renovation Work is Done

Give occupants the Lead Safety pamphlet required by Federal regulations (see page 66).

Tell occupants:

- ✓ Why repairs are necessary.
- ✓ The work schedule.
- ✓ How they and their possessions will be protected.
- ✓ Why they may need to leave during the work.

- ❑ Explain to occupants why steps, such as regular cleaning, prevent lead-based paint hazards. (See below.)
- ❑ Consider providing cleaning supplies and tools (see page 75) to occupants to encourage cleaning.
- ❑ Remind tenants that it is a good practice to provide notice of problems in writing.
- ❑ Make sure occupants understand the property's maintenance reporting procedures and indicate that these problems require priority attention.

Federal Notice and Disclosure Requirements
(24 CFR Part 35 or 40 CFR Part 745)

✓ Landlords and home sellers must notify future occupants about lead-based paint hazards by giving them the pamphlet *Protect Your Family From Lead in Your Home.*

✓ Landlords and home sellers must disclose information about known lead-based paint and/or lead-based paint hazards before dwelling leases or home sales contracts take effect. Leases and sales contracts must also include a form about lead-based paint that meets Federal requirements. Contact HUD or EPA for more information about these requirements (see Section 5B, p. 57).

Precautions Tenants Can Take to Protect Their Family

Occupants should pay special attention to page 7 of the pamphlet *Protect Your Family From Lead In Your Home.* It describes steps that occupants can take to reduce the chance that they will be exposed to lead hazards. Suggestions from this pamphlet include:

- ❑ Clean floors, window frames, interior window sills, and other flat surfaces each week using warm water and an all-purpose cleaner.
- ❑ Clean up any paint chips immediately.
- ❑ Keep child play areas clean.
- ❑ Wash children's hands often.
- ❑ Keep children from chewing interior window sills and other painted surfaces.

Notice Prior to Renovation

Federal law requires contractors and owners of rental properties to inform occupants about the risks of lead-based paint before non-emergency repair, maintenance, and home renovation work begins. This law applies for all work on surfaces greater than 2 square feet per component. Contractors and property owners must distribute copies of the pamphlet *Protect Your Family From Lead In Your Home* before any work starts. See EPA's regulation at 40 CFR 745.80. Also see Section 5B, p. 57, for sources that can provide copies of this pamphlet.

Contractors and owners must make sure that occupants have received the pamphlet.

- For owner-occupied homes, the contractor must have the homeowner sign an acknowledgement form after receiving the pamphlet. Or, the contractor can send the pamphlet by certified mail.
- For tenants, the contractor or property owner must have an adult occupant sign an acknowledgement form after receiving the pamphlet. Or, the contractor or owner can send the pamphlet by certified mail. If the contractor cannot get a signed acknowledgement, the contractor must sign a statement documenting this.
- For work in common areas, such as the lobby, of an apartment building, the contractor must give the pamphlet to the owner and to the occupants of all affected areas and inform them of the nature, location, timing, and length of the job.

Why Lead Safety Makes Sense for Property Owners and Contractors

Property owners and contractors that use safe work practices benefit in several ways.

Advantages for Owners of Residential Rental Properties

Owners who maintain their rental properties using work practices that increase lead safety can use this information to attract tenants who are concerned for their child's health. Some local agencies may even maintain a listing of housing units that meet certain lead-safety standards. When giving prospective tenants the lead-based paint pamphlet and the required disclosure information, they can tell the tenant that the property has a program to minimize the risk of hazards from lead-based paint. A safety program would include:

- Educating and training maintenance workers.
- Examining property at turnover and then every year for deteriorating paint.
- Correcting conditions that may cause paint to flake and peel (excessive moisture, binding doors, etc.).
- Doing work safely and cleaning up well.
- Making sure surfaces are cleanable and doing a professional cleaning at turnover.
- Performing dust wipe tests before occupancy, and after every maintenance job that disturbs old paint. It is also recommended to perform a dust wipe sample test at least every two years. Keep the results on file.
- Encouraging tenants to inform property owners if there is a problem.

Advantages for Contractors

Doing work safely can enhance a contractor's reputation, maintain the safety of workers, and protect the health of customers and their children.

A program for lead safety can also help contractors when bidding new jobs. For example, contractors performing repairs and improvements in homes built before 1978 must give potential customers a pamphlet about the risk of lead-based paint during renovation. Contractors that follow practices for lead safety can demonstrate to customers that they understand the risks and show that their workers take specific precautions to protect against lead-based paint hazards. Lead-safety can help "*give you a leg up*" on the competition.

Safe work practices also offer benefits that are important to customers:

- Dust and debris are confined to the work area.
- A "clean" work area at the end of the job.
- Some work offers additional benefits. *(For example, repairs to windows can improve their operation, prevent damage from moisture, and lower energy and maintenance costs.)*
- Lead safety also helps protect you as a contractor. For example, having an independent, certified professional take dust wipe samples of the work area promptly after cleanup provides strong documentation that no lead hazards were present in the work area at the end of the job.

D. MORE ABOUT TECHNICAL TOPICS

Respiratory Protection

Respiratory protection helps prevent workers from breathing harmful amounts of lead and other substances, touching their mouths with dusty hands, or swallowing paint chips.

When work creates high levels of dust in the air, properly trained and certified lead-based paint professionals should do these high dust jobs. If you work for someone, and plan on doing this type of work, your employer must meet the requirements of the OSHA Lead in Construction Standard (29 CFR 1926.62). These requirements include respiratory protection when work creates lead dust in air that exceeds the "permissible exposure limit" (PEL) — see Air Monitoring and Results sections below. See Section 5B, p. 57, for sources of information about OSHA requirements.

Respirators may be required for activities that generate high levels of dust such as:

- Demolishing painted surfaces
- Opening up wall and ceiling cavities
- Using power tools on painted surfaces
- Dry scraping large painted areas

For this type of work, OSHA requirements include the following:

- Training workers on how to properly use and maintain respirators.
- Making sure proper respirators are always available and that workers have been fit tested. Where respirator use is required, workers must be part of a written respiratory protection program that meets OSHA standards (29 CFR 1910.134).

  Many types of respirators can be used:
  — Disposable respirators can be used if they are rated by NIOSH as N100 (or HEPA) — this information can be found on the respirator's package or the respirator itself.

Worker wearing NIOSH-approved disposable respirator

— Non-disposable respirators, also rated by NIOSH as N100, often have replaceable cartridges and require regular maintenance.

Worker wearing a non-disposable respirator

- Having a trained person do air monitoring that measures the amount of dust in the air to determine if respirators are required by OSHA, and the appropriate level of protection. Workers must wear proper respirators while air monitoring is being done.

Air Monitoring

Air monitoring is done to ensure that workers are not being exposed to dangerous levels of lead dust in the air, and to comply with OSHA requirements. It must be done by a person with special training. A worker being monitored wears a small plastic canister clipped to his/her clothing near the face. A pump in a device clipped to the belt draws air and dust into the canister. The canister is then sent to a lab to measure how much lead dust was in the air.

What Do the Results Mean?

The results are measured in micrograms per cubic meter ($\mu g/m^3$). If the amount of lead dust in the air exceeds the permissible exposure limit (PEL) of 50 $\mu g/m^3$, workers must wear at least a half-face respirator with an N100 (or HEPA) rating and certain OSHA requirements must be followed.

Results may show that respirators are not necessary or that a greater level of protection is needed. If the results show lead dust levels in the air above 500 $\mu g/m^3$, a more protective respirator is required.

Other Protection

In addition to respiratory protection for activities that generate high levels of dust, compliance with OSHA's Lead in Construction Standard may involve blood tests for workers, medical monitoring, hand washing facilities, other personal protective equipment, shower and changing areas, and additional training.

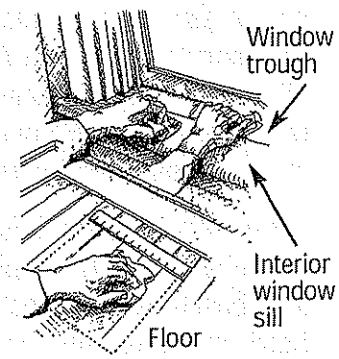
Testing Dust for Lead

By having dust wipe samples taken, job supervisors and property owners can locate dust lead hazards and test the effectiveness of cleaning at the end of a job.

Where Are Dust Samples Taken?

Samples are taken in the area of the dwelling where work has been completed. The following surfaces within the work area should be sampled:

- Floor
- Interior window sills *(also referred to as window stools)*
- Window troughs



When Should Dust Samples Be Taken?

- At the end of a job
- If there is a child or pregnant woman living in the home
- Before a family moves into a home

What Do the Results Mean?

The results of the laboratory analysis will show the amount of lead found in the dust from the area sampled. The results are measured in micrograms per square foot *($\mu g/ft^2$)*.

To determine if a lead-based paint hazard exists, based on EPA's requirements, compare the results to the following standards:

- 40 $\mu g/ft^2$ on the floor
- 250 $\mu g/ft^2$ on the interior window sill (stool)

If the results for a sample are higher than these standards, a dust lead hazard is present. For clearance puposes <u>only</u>, a value of 400 $\mu g/ft^2$ should be used for window troughs.

Who Can Take Dust Wipe Samples?

Following painting, home maintenance, and renovation work:

- In homes receiving Federal assistance, dust wipe samples, if required by regulations, must be taken by appropriately trained personnel who were not involved in the work. This "clearance" testing may be done by a lead-based paint inspector, risk assessor, or sampling technician certified by a State or the EPA. Clearance testing may also be done by a person trained as a sampling technician, as long as a certified lead-based paint inspector or risk assessor approves the technician's work and signs the clearance examination report.
- For all other homes, it is recommended that dust wipe samples be taken by a trained sampling technician, or, preferably, a certified lead-based paint inspector, risk assessor, or sampling technician. Some states require that dust wipe samples be taken by a certified person.

What Actions Do I Take Based On the Results?

If the results show dust lead levels higher than the standards listed above, the area where the work was performed should be cleaned to remove the dust lead hazard.

If the dust wipe samples were taken as part of ongoing monitoring by maintenance staff or the property owner, the surfaces where work was performed should be examined to see if the work has failed or new conditions that generate dust have developed. In either case, these conditions should be corrected using lead-safety principles and work practices.

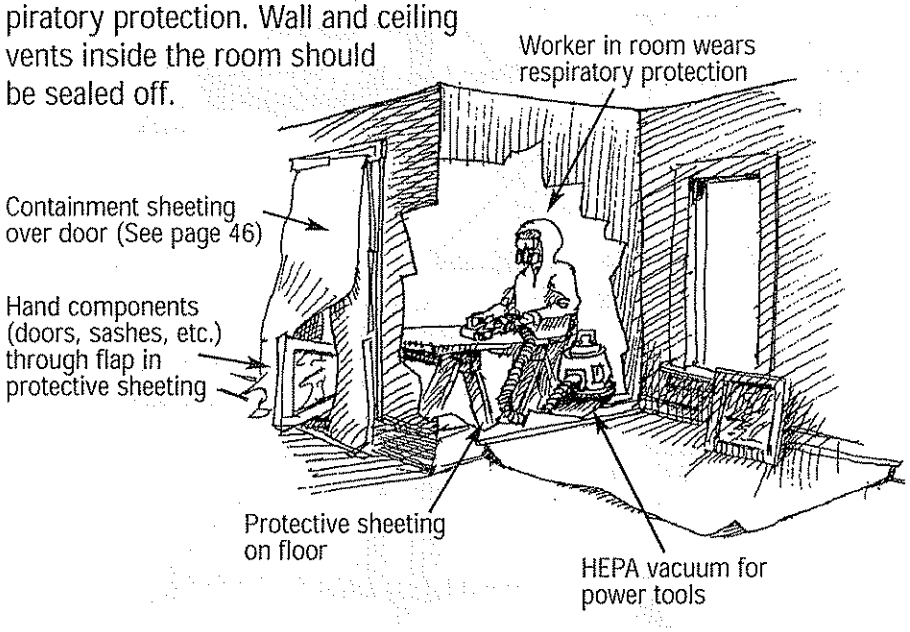
If the work required to correct the likely source of the dust lead hazard is beyond the scope of this guide, the property owner should seek the help of a lead-based paint professional trained to safely correct lead-based paint hazards.

Setting Up a Dust Room

A dust room can be useful for dusty work on building components that can be moved. For example, scraping or planing doors or window sashes can be done in a dust room. A dust room is particularly useful when working in occupied spaces.

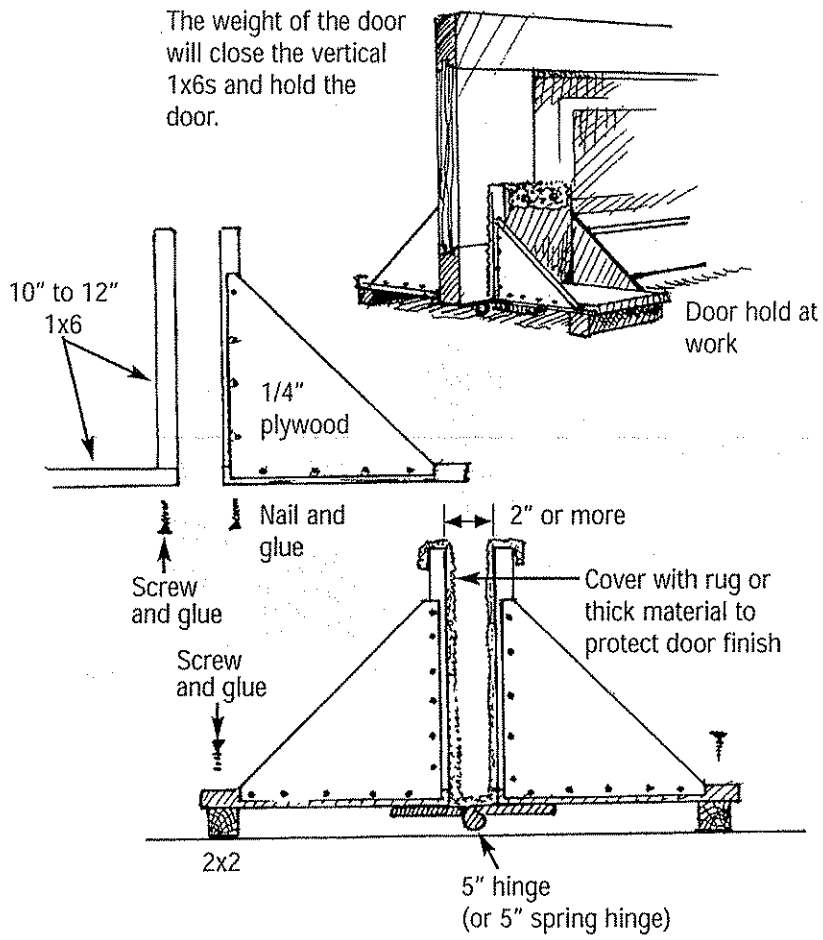
The dust room can be any room that can be closed off. The door can be covered with a flap system (see page 46) and the floor can be covered with protective sheeting taped to the baseboard.

Workers in this room should wear disposable clothing and wear respiratory protection. Wall and ceiling vents inside the room should be sealed off.



Building a Door Hold

A door hold makes working on doors easier and safer.



E. TOOL AND SUPPLY LIST

Additional Tools Needed for Lead-Safety Work
(Not every tool is needed for every job.)

Paint scrapers - A variety of scrapers are useful; carbon blades last longest. A mill file works well to keep scraper blades sharp.

Sanding sponges and wet/dry sandpaper - Where areas need to be smoothed or feathered, these abrasive tools, when used wet, keep dust to a minimum.

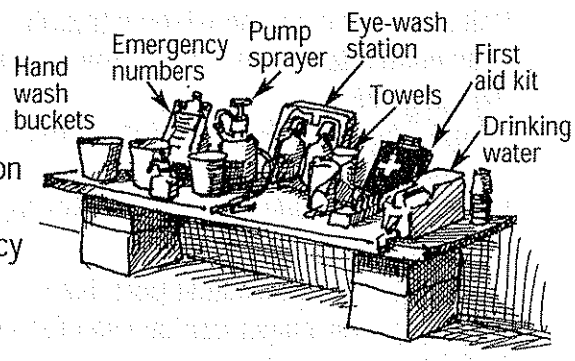
Mist bottles - Misting a surface being scraped or cut keeps down dust. Squeeze bottles work best in small areas. For larger jobs, a pump pressure sprayer in a knapsack works best.

Plane - A jack, smooth, or jointer (not block) plane. Hand planes are good for removing paint from edges such as the edge of a window, stool, or door. They create very little dust.

Cleanup station - A kitchen counter with a working sink is a good place for a cleanup station. If not available, set up a board with 3 buckets and a pump sprayer.

The station should have:

- Paper towels and soap
- Pads for cleaning respirators
- A 2-bottle eye-wash station
- A first aid kit
- Clipboard with emergency numbers
- Drinking water and cups



Personal Protective Clothing and Equipment

- A disposable respirator rated by NIOSH as N100 (or HEPA)
- A half-face, air cartridge respirator rated by NIOSH as N100 (or HEPA)
- Protective, lightweight, disposable suits with elastic sleeves and ankles
- Shoe covers (slip resistant is recommended)
- Safety glasses (vented goggles if working in high dust conditions or when using liquids or strippers)
- Ear protection if using power tools

Cleaning Equipment

- Bottle mister and pump sprayer for detergent
- Mops and buckets
- Tack cloths for wiping furnishings that may be damaged by water
- Heavy-duty paper towels and/or rags

Vacuums - At the end of a job, use a HEPA vacuum because it will capture even the finest dust. For regular household cleaning, use a HEPA vacuum if available. If one is not available, use a fine filter in your vacuum known as micron or allergen bags.

Painting Supplies

- Use commercial grade cleaners; there are also lead-specific cleaners. (Note: Trisodium phosphate [TSP] is banned in some states.)
- Degreasers may be necessary on some walls.
- Use deglosser or wet sanding supplies.
- Where wood is exposed, use a sealer and then apply a best grade primer or primer-sealer.

Other Tools

- Coil stock for covering window troughs. Coil stock is available with white and brown sides to match window trim color (see page 36).
- Window opening tool for windows that are painted shut (see page 29).
- Brace with screwdriver tips for removing and replacing hinge screws.
- Power planer with exhaust port that can be attached to HEPA vacuum. A power planer can be used for stripping window sashes and doors in a contained work area with respiratory protection.

F. NOTES AND SPECIAL INSTRUCTIONS

G. WORK CHECKLIST

Before Work Begins

- ❑ Are the possible risks to occupants identified?
- ❑ Are the occupants informed of the possible risks and their responsibilities?
- ❑ Are the causes of the problems located?
- ❑ Is the work area set up?
- ❑ Is the work area closed off from occupants?

During Work

- ❑ Are dust and debris being contained in the work area?
- ❑ Are workers wearing necessary protective clothing and equipment?
- ❑ Are workers cleaning up each time they leave the work site?

At the End of the Job

- ❑ Did workers fix the cause of the problem?
- ❑ Did workers remove visible dust and debris?
- ❑ Did workers properly dispose of dust and debris?
- ❑ Did workers wet wash the surfaces?
- ❑ Were dust samples taken to make sure that cleanup worked?

For Long-Term Maintenance

Is there a plan to:

- ❑ Maintain painted surfaces?
- ❑ Keep surfaces clean and cleanable?
- ❑ Prevent water and moisture damage?

Why Follow this Guide?

The Simple Work Practice Changes in this Guide Can Protect Children and Workers

- This Guide contains practical steps for lead safety.
- With small changes in work practices, workers can protect themselves, their families, and their customers, especially children, from lead exposure.

Painting, Home Improvement, and Maintenance Work in Older Homes Can Endanger Children

- Most homes built before 1978 contain lead-based paint.
- Doing work improperly can create a lot of paint chips and dust that may contain lead.
- Lead in paint chips, dust, and soil gets on children's hands and toys which they may put in their mouths.
- Lead can make children very sick and cause permanent brain and nerve damage, learning difficulties, and behavior problems.

Poor Maintenance Also Endangers Children

- Paint flaking and peeling is often caused by moisture.
- Rubbing or impact on doors, windows, and trim can cause paint failure.

Who Should Use This Guide?

- Building maintenance workers and supervisors
- Painters
- Repair, renovation, and remodeling contractors
- Property managers and owners
- Homeowners

Ordering Additional Copies

Single copies of *Lead Paint Safety: A Field Guide for Painting, Home Maintenance, and Renovation Work* on paper or on CD-ROM can be ordered from the National Lead Information Center at 1-800-424-5323, or downloaded from the HUD Office of Healthy Homes and Lead Hazard Control web site at www.hud.gov/offices/lead.

For information about obtaining multiple copies, contact the National Lead Information Center.

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