



HOME Property Guide

Bob Jones, Loan Officer
bjones@springfieldmo.gov

417-864-1593

Marti Fewell, Housing Officer
mfewell@springfieldmo.gov

417-864-1039

www.springfieldmo.gov/planning/loan.html

Owner/Property Manager's Guide to Managing Home-Assisted Rental Housing

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Rental Procedures

First Time Rent-up or when there is a Vacancy:

- Contact Housing Assistance Officer (HAO) at 417-864-1039.
- Ensure Occupancy Release by the Project Specialist if unit is a first-time-rent-up
- City Staff will maintain a list of minority supported organizations and will notify them of the vacancies.

Application Review and Determination, the following documents are required for processing:

- Owner is required to submit the information for the applicant they have selected. Each member of the applicant's household over 18 must submit an Income Verification and Documentation with their Application.
- Currently the Part 5 method is used to evaluate income; the Owner's may get training from the HAO to qualify the applicants.
- All Applications collected by the Owner must be submitted to the City for review and income review.
- Copies of all documentation must be submitted for our HOME Files to be complete.

Upon Tenant Occupancy

- A copy of the signed Lease Agreement, and Lead Paint Notification Form needs to be forwarded to the Housing Assistance Officer.

Annual Recertification of Existing Tenants

- Owner shall report annually using the attached re-certification form on each tenant who renews or extends their tenancy in the same unit. Submit the forms to the HAO at the time of renewal/extension.

Records Retention: Applicant information including those applicants who were declined and the reason for rejecting them shall be retained by the owner for 5 years. These files are subject to audit by the city, or HUD during that 5 year period.

Forms: Add a list of forms available from the HAO or a link to those forms on sharepoint.

- Recertification form
- Tenant selection criteria
- Verification Forms (VOI, VOE, VOD, etc)
- Application Form
- Logos

Property Condition Inspection Program

HUD HOME Regulation requires that the housing units be inspected for basic safety and health and habitability from time to time. The inspection frequency depends on the number of units in the project when it was funded.

Project size No. of Units	Frequency (# of years)
1 to 4	3
5 to 25	2
Over 25	1

The standards require that the owner maintain the housing as decent, safe, and sanitary and in good repair.

The current system for inspection is the Housing Quality Standards (HQS) Inspection program. See form enclosed. An alternate inspection program that HUD is considering is The Uniform Physical Condition Standards (UPCS) system (checklist enclosed).

Best practice suggestions for maintaining your housing units:

- a. At tenant turnover—the owner or property manager should use either checklist to ensure that the basic safety & health issues are addressed prior to moving a new tenant into the property.
- b. Train the property maintenance staff to be on the lookout for defects during routine or emergency maintenance calls.
- c. Include clear instructions to the tenants (in their lease) about maintaining the property and promptly reporting deficiencies or safety items to you.
- d. Keep a repair log to document repeated problems that could be indicative of larger repair needs.

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. 4/30/2014)

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 <input type="checkbox"/> Initial <input type="checkbox"/> Special <input type="checkbox"/> 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.

Previous editions are obsolete

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).

1. Living Room

1.1 Living Room Present

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

1.2 Electricity

In order to qualify, the outlets must be present and properly installed in the baseboard, wall or floor 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 have 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 nonhazardous 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			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
		Yes	No, Pass	Fail Inconclusive		
1.1 Living Room Present	Is there a living room?	<input type="checkbox"/>	<input type="checkbox"/>			
1.2 Electricity	Are there at least two working outlets or one working outlet and one working light fixture?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
1.3 Electrical Hazards	Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
1.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
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?	<input type="checkbox"/>	<input type="checkbox"/>			
1.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
1.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
1.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
1.9 Lead-Based Paint	Are all painted surfaces free of deteriorated paint?	<input type="checkbox"/>	<input type="checkbox"/>			
	If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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, an dining room or 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			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
		Yes, No Pass	Yes, No Fail	Inconclusive		
2.1 Kitchen Area Present	Is there a kitchen?	<input type="checkbox"/>	<input type="checkbox"/>			
2.2 Electricity	Are there at least one working outlet and one working, permanently installed light fixture?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.3 Electrical Hazards	Is the kitchen free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
2.5 Window Condition	Are all windows free of signs of deterioration or missing or broken out panes?	<input type="checkbox"/>	<input type="checkbox"/>			
2.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
2.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
2.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 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)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.12 Sink	Is there a kitchen sink that works with hot and cold running water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.13 Space for Storage, Preparation, and Serving of Food	Is there space to store, prepare, and serve food?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

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				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
		Yes, No	Pass	Yes, No, Fail	Inconclusive		
3.1 Bathroom Present (See description)	Is there a bathroom?	<input type="checkbox"/>	<input type="checkbox"/>				
3.2 Electricity	Is there at least one permanently installed light fixture?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
3.3 Electrical Hazards	Is the bathroom free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
3.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>				
3.5 Window Condition	Are all windows free of signs of deterioration or missing or broken out panes?	<input type="checkbox"/>	<input type="checkbox"/>				
3.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>				
3.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>				
3.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>				
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
3.12 Tub or Shower	Is there a working tub or shower with hot and cold running water in the unit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
3.13 Ventilation	Are there operable windows or a working vent system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			

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 1, 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 not 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			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
		Yes, No	Pass	Yes, No, Fail Inconclusive		
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.3 Electrical Hazards	Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

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			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date of final approval
		Yes, No	Pass	Yes, No, Fail Inconclusive		
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.3 Electrical Hazards	Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

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			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
		Yes, No, Pass	Yes, No, Fail	Inconclusive		
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.3 Electrical Hazards	Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

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			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
		Yes, No	Pass	Yes, No, Fail Inconclusive		
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.3 Electrical Hazards	Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> 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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

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 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			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
		Yes, No Pass	Yes, No, Fail	Inconclusive		
5.1	None <input type="checkbox"/> Go to Part 6					
5.2	Security Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
5.3	Electrical Hazards Are all these rooms free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
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.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
6.0 Building Exterior						
6.1	Condition of Foundation Is the foundation sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.2	Condition of Stairs, Rails, and Porches Are all the exterior stairs, rails, and porches sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.3	Condition of Roof and Gutters Are the roof, gutters, and downspouts sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.4	Condition of Exterior Surfaces Are exterior surfaces sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.5	Condition of Chimney Is the chimney sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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."	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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 applies 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 several 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			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
		Yes, No	Pass	Yes, No, Fail		
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.2 Safety of Heating Equipment	Is the unit free from unvented fuel burning space heaters or any other types of unsafe heating conditions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.4 Water Heater	Is the water heater located, equipped, and installed in a safe manner?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.5 Water Supply	Is the unit served by an approvable public or private sanitary water supply?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.7 Sewer Connection	Is plumbing connected to an approvable public or private disposal system, and is it free from sewer back-up?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

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 identified by a visual assessor, a certified lead-based paint risk assessor, 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	<input type="checkbox"/>	Decision				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
			Yes, No	Pass	Yes, No, Fail	Inconclusive		
8.1 Access to Unit	Can the unit be entered without having to go through another unit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
8.2 Exits	Is there an acceptable fire exit from this building that is not blocked?	<input type="checkbox"/>	<input type="checkbox"/>					
8.3 Evidence of Infestation	Is the unit free from rats or severe infestation by mice or vermin?	<input type="checkbox"/>	<input type="checkbox"/>					
8.4 Garbage and Debris	Is the unit free from heavy accumulation of garbage or debris inside and outside?	<input type="checkbox"/>	<input type="checkbox"/>					
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
8.7 Other Interior Hazards	Is the interior of the unit free from any other hazard not specifically identified previously?	<input type="checkbox"/>	<input type="checkbox"/>					
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?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	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?	<input type="checkbox"/>	<input type="checkbox"/>					
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?	<input type="checkbox"/>	<input type="checkbox"/>					
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.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	Not Applicable		

Additional Comments: (Give Item Number)

Comments continued on a separate page Yes No

Uniform Physical Condition Standards - Comprehensive Listing
Inspectable Area: Site

Page: _____ of _____

Property ID / Name: _____

Inspection Date: _____

Inspectable Item	Observable Deficiency	NOD	Level			NA	H&S
			1	2	3		
Fencing and Gates	Damaged/Falling/Leaning						NLT
	Holes						NLT
	Missing Sections						NLT
Grounds	Erosion/Rutting Areas						NLT
	Overgrown/Penetrating Vegetation						
	Ponding/Site Drainage						
Health & Safety	Air Quality - Sewer Odor Detected						NLT
	Air Quality - Propane/Natural Gas/Methane Gas Detected						LT
	Electrical Hazards - Exposed Wires/Open Panels						LT
	Electrical Hazards - Water Leaks on/near Electrical Equipment						LT
	Flammable Materials - Improperly Stored						NLT
	Garbage and Debris - Outdoors						NLT
	Hazards - Other						NLT
	Hazards - Sharp Edges						NLT
	Hazards - Tripping						NLT
	Infestation - Insects						NLT
Infestation - Rats/Mice/Vermin						NLT	
Mailboxes/Project Signs	Mailbox Missing/Damaged						
	Signs Damaged						
Market Appeal	Graffiti						
	Litter						
Parking Lots/Driveways/Roads	Cracks						
	Ponding						
	Potholes/Loose Material						
	Settlement/Heaving						
Play Areas and Equipment	Damaged/Broken Equipment						NLT
	Deteriorated Play Area Surface						
Refuse Disposal	Broken/Damaged Enclosure-Inadequate Outside Storage Space						
Retaining Walls	Damaged/Falling/Leaning						NLT
Storm Drainage	Damaged/Obstructed						
Walkways/Steps	Broken/Missing Hand Railing						NLT
	Cracks/Settlement/Heaving						
	Spalling						

- In order to accurately categorize a deficiency as a "Level 1", "Level 2" or "Level 3" (including independent Health & Safety items), you must refer to the Final Dictionary of Deficiency Definitions (PASS) Version 2.3, dated 03/08/2000. This document can be found at "http://www.hud.gov/offices/reac/pdf/pass_dict2.3.pdf" (325 Pages, 343 KB)
- Additional clarification to these definitions is contained in the REAC PASS Compilation Bulletin which can be found at "http://www.hud.gov/offices/reac/pdf/pass_bulletin.pdf" (24 Pages, 275 KB)
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Uniform Physical Condition Standards - Comprehensive Listing

Inspectable Area: Building Exterior

Property ID / Name: _____

Inspection Date: _____

Building Number: _____

Inspectable Item	Observable Deficiency	NOD	Level			NA	H&S
			1	2	3		
Doors	Damaged Frames/Threshold/Lintels/Trim						NLT
	Damaged Hardware/Locks						
	Damaged Surface (Holes/Paint/Rusting/Glass)						
	Damaged/Missing Screen/Storm/Security Door						NLT
	Deteriorated/Missing Caulking/Seals						
	Missing Door						
Fire Escapes	Blocked Egress/Ladders						LT
	Visibly Missing Components						LT
Foundations	Cracks/Gaps						
	Spalling/Exposed Rebar						
Health and Safety	Electrical Hazards - Exposed Wires/Open Panels						LT
	Electrical Hazards - Water Leaks on/near Electrical Equipment						LT
	Emergency Fire Exits - Emergency/Fire Exits Blocked/Unusable						LT
	Emergency Fire Exits - Missing Exit Signs						NLT
	Flammable/Combustible Materials - Improperly Stored						NLT
	Garbage and Debris - Outdoors						NLT
	Hazards - Other						NLT
	Hazards - Sharp Edges						NLT
	Hazards - Tripping						NLT
	Infestation - Insects						NLT
	Infestation - Rats/Mice/Vermin						NLT
Lighting	Broken Fixtures/Bulbs						
Roofs	Damaged Soffits/Fascia						
	Damaged Vents						
	Damaged/Clogged Drains						
	Damaged/Torn Membrane/Missing Ballast						
	Missing/Damaged Components from Downspout/Gutter						
	Missing/Damaged Shingles						
	Ponding						
Walls	Cracks/Gaps						
	Damaged Chimneys						NLT
	Missing/Damaged Caulking/Mortar						
	Missing Pieces/Holes/Spalling						
	Stained/Peeling/Needs Paint						
Windows	Broken/Missing/Cracked Panes						NLT
	Damaged Sills/Frames/Lintels/Trim						
	Damaged/Missing Screens						
	Missing/Deteriorated Caulking/Seals/Glazing Compound						
	Peeling/Needs Paint						
	Security Bars Prevent Egress						LT

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Uniform Physical Condition Standards - Comprehensive Listing
Inspectable Area: Building Systems

Property ID / Name: _____
 Building Number: _____

Inspection Date: _____

Inspectable Item	Observable Deficiency	NOD	Level			NA	H&S	
			1	2	3			
Domestic Water	Leaking Central Water Supply							
	Misaligned Chimney/Ventilation System						LT	
	Missing Pressure Relief Valve						NLT	
	Rust/Corrosion on Heater Chimney						NLT	
	Water Supply Inoperable						NLT	
Electrical System	Blocked Access/Improper Storage						NLT	
	Burnt Breakers						NLT	
	Evidence of Leaks/Corrosion						NLT	
	Frayed Wiring							
	Missing Breakers/Fuses						LT	
	Missing Covers						LT	
Elevators	Not Operable						NLT	
Emergency Power	Auxiliary Lighting Inoperable							
	Run-Up Records/Documentation Not Available							
Fire Protection	Missing Sprinkler Head						NLT	
	Missing/Damaged/Expired Extinguishers						LT	
Health & Safety	Air Quality - Mold and/or Mildew Observed						NLT	
	Air Quality - Propane/Natural Gas/Methane Gas Detected						LT	
	Air Quality - Sewer Odor Detected						NLT	
	Electrical Hazards - Exposed Wires/Open Panels						LT	
	Electrical Hazards - Water Leaks on/near Electrical Equipment						LT	
	Elevator - Tripping						NLT	
	Emergency Fire Exits - Emergency/Fire Exits Blocked/Unusable						LT	
	Emergency Fire Exits - Missing Exit Signs						NLT	
	Flammable Materials - Improperly Stored						NLT	
	Garbage and Debris - Indoors						NLT	
	Hazards - Other						NLT	
	Hazards - Sharp Edges						NLT	
	Hazards - Tripping						NLT	
	Infestation - Insects						NLT	
	Infestation - Rats/Mice/Vermin						NLT	
	HVAC	Boiler/Pump Leaks						
		Fuel Supply Leaks						NLT
General Rust/Corrosion							NLT	
Misaligned Chimney/Ventilation System							LT	
Roof Exhaust System	Roof Exhaust Fan(s) Inoperable							
Sanitary System	Broken/Leaking/Clogged Pipes or Drains						NLT	
	Missing Drain/Cleanout/Manhole Covers							

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Uniform Physical Condition Standards - Comprehensive Listing
Inspectable Area: Common Areas

Property ID / Name: _____

Inspection Date: _____

Building Number: _____

X	Inspectable Item Location	Observable Deficiency	NOD	Level			NA	H&S
				1	2	3		
	Basement/Garage/Carport	Baluster/Side Railings - Damaged						
	Closet/Utility/Mechanical	Cabinets - Missing/Damaged						
	Community Room	Call for Aid - Inoperable						NLT
	Day Care	Ceiling - Bulging/Buckling						
	Halls/Corridors/Stairs	Ceiling - Holes/Missing Tiles/Panels/Cracks						
	Kitchen	Ceiling - Peeling/Needs Paint						
	Laundry Room	Ceiling - Water Stains/Water Damage/Mold/Mildew						
	Lobby	Countertops - Missing/Damaged						
	Office	Dishwasher/Garbage Disposal - Inoperable						
	Other Community Spaces	Doors - Damaged Frames/Threshold/Lintels/Trim						NLT
	Patio/Porch/Balcony	Doors - Damaged Hardware/Locks						
	Restrooms/Pool Structures	Doors - Damaged Surface (Holes/Paint/Rust/Glass)						
	Storage	Doors - Damaged/Missing Screen/Storm/Security Door						NLT
		Doors - Deteriorated/Missing Seals (Entry Only)						
		Doors - Missing Door						
		Dryer Vent -Missing/Damaged/Inoperable						
		Electrical - Blocked Access to Electrical Panel						NLT
		Electrical - Burnt Breakers						NLT
		Electrical - Evidence of Leaks/Corrosion						NLT
		Electrical - Frayed Wiring						
		Electrical - Missing Breakers						LT
		Electrical - Missing Covers						LT
		Floors - Bulging/Buckling						
		Floors - Floor Covering Damaged						
		Floors - Missing Floor/Tiles						
		Floors - Peeling/Needs Paint						
		Floors - Rot/Deteriorated Subfloor						
		Floors - Water Stains/Water Damage/Mold/Mildew						
		GFI - Inoperable						NLT
		Graffiti						
		HVAC - Convection/Radiant Heat System Covers Missing/Damaged						
		HVAC - General Rust/Corrosion						
		HVAC - Inoperable						
		HVAC - Misaligned Chimney/Ventilation System						LT
		HVAC - Noisy/Vibrating/Leaking						
		Lavatory Sink - Damaged/Missing						NLT
		Lighting - Missing/Damaged/Inoperable Fixture						
		Mailbox - Missing/Damaged						
		Outlets/Switches/Cover Plates - Missing/Broken						LT
		Pedestrian/Wheelchair Ramp						
		Plumbing - Clogged Drains						NLT
		Plumbing - Leaking Faucet/Pipes						NLT
		Range Hood /Exhaust Fans - Excessive Grease/Inoperable						
		Range/Stove - Missing/Damaged/Inoperable						
		Refrigerator - Damaged/Inoperable						
		Restroom Cabinet - Damaged/Missing						
		Shower/Tub - Damaged/Missing						
		Sink - Missing/Damaged						NLT
		Smoke Detector - Missing/Inoperable						LT
		Stairs - Broken/Damaged/Missing Steps						NLT
		Stairs - Broken/Missing Hand Railing						NLT
		Ventilation/Exhaust System - Inoperable						
		Walls - Bulging/Buckling						
		Walls - Damaged						
		Walls - Damaged/Deteriorated Trim						
		Walls - Peeling/Needs Paint						
		Walls - Water Stains/Water Damage/Mold/Mildew						
		Water Closet/Toilet - Damaged/Clogged/Missing						
		Windows - Cracked/Broken/Missing Panes						NLT
		Windows - Damaged Window Sill						
		Windows - Inoperable/Not Lockable						NLT

	Windows - Missing/Deteriorated Caulking/Seals/Glazing Compound						
	Windows - Peeling/Needs Paint						
	Windows - Security Bars Prevent Egress						LT
Health & Safety	Air Quality - Mold and/or Mildew Observed						NLT
	Air Quality - Propane/Natural Gas/Methane Gas Detected						LT
	Air Quality - Sewer Odor Detected						NLT
	Electrical Hazards - Exposed Wires/Open Panels						LT
	Electrical Hazards - Water Leaks on/near Electrical Equipment						LT
	Emergency Fire Exits - Emergency/Fire Exits Blocked/Unusable						LT
	Emergency Fire Exits - Missing Exit Signs						NLT
	Flammable/Combustible Materials - Improperly Stored						NLT
	Garbage and Debris - Indoors						NLT
	Garbage and Debris - Outdoors						NLT
	Hazards - Other						NLT
	Hazards - Sharp Edges						NLT
	Hazards - Tripping						NLT
	Infestation - Insects						NLT
	Infestation - Rats/Mice/Vermin						NLT
Pools and Related Structures	Fencing - Damaged/Not Intact						
	Pool - Not Operational						
Trash Collection Areas	Chutes - Damaged/Missing Components						

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Inspectable Area: Unit

Property ID / Name: _____

Inspection Date: _____

Building/Unit Nbr: _____

Inspectable Item	Observable Deficiency	NOD	Level			NA	H&S
			1	2	3		
Bathroom	Bathroom Cabinets - Damaged/Missing						
	Lavatory Sink - Damaged/Missing						NLT
	Plumbing - Clogged Drains						NLT
	Plumbing - Leaking Faucet/Pipes						NLT
	Shower/Tub - Damaged/Missing						NLT
	Ventilation/Exhaust System - Inoperable						
	Water Closet/Toilet - Damaged/Clogged/Missing						NLT
Call-for-Aid	Inoperable						NLT
Ceiling	Bulging/Buckling						
	Holes/Missing Tiles/Panels/Cracks						
	Peeling/Needs Paint						
	Water Stains/Water Damage/Mold/Mildew						
Doors	Damaged Frames/Threshold/Lintels/Trim						NLT
	Damaged Hardware/Locks						
	Damaged/Missing Screen/Storm/Security Door						NLT
	Damaged Surface - Holes/Paint/Rusting/Glass						
	Deteriorated/Missing Seals (Entry Only)						
	Missing Door						NLT
Electrical System	Blocked Access to Electrical Panel						NLT
	Burnt Breakers						NLT
	Evidence of Leaks/Corrosion						NLT
	Frayed Wiring						
	GFI - Inoperable						NLT
	Missing Breakers/Fuses						LT
	Missing Covers						LT
Floors	Bulging/Buckling						
	Floor Covering Damage						
	Missing Flooring Tiles						
	Peeling/Needs Paint						
	Rot/Deteriorated Subfloor						
	Water Stains/Water Damage/Mold/Mildew						
Health & Safety	Air Quality - Mold and/or Mildew Observed						NLT
	Air Quality - Sewer Odor Detected						NLT
	Air Quality - Propane/Natural Gas/Methane Gas Detected						LT
	Electrical Hazards - Exposed Wires/Open Panels						LT
	Electrical Hazards - Water Leaks on/near Electrical Equipment						LT
	Emergency Fire Exits - Emergency/Fire Exits Blocked/Unusable						LT
	Emergency Fire Exits - Missing Exit Signs						NLT
	Flammable Materials - Improperly Stored						NLT
	Garbage and Debris - Indoors						NLT
	Garbage and Debris - Outdoors						NLT
	Hazards - Other						NLT
	Hazards - Sharp Edges						NLT
	Hazards - Tripping						NLT
	Infestation - Insects						NLT
Infestation - Rats/Mice/Vermin						NLT	
Hot Water Heater	Misaligned Chimney/Ventilation System						LT
	Inoperable Unit/Components						NLT
	Leaking Valves/Tanks/Pipes						
	Pressure Relief Valve Missing						NLT
	Rust/Corrosion						NLT
HVAC System	Convection/Radiant Heat System Covers Missing/Damaged						
	Inoperable						
	Misaligned Chimney/Ventilation System						LT

	Noisy/Vibrating/Leaking						
	Rust/Corrosion						
Kitchen	Cabinets - Missing/Damaged						NLT
	Countertops - Missing/Damaged						NLT
	Dishwasher/Garbage Disposal - Inoperable						
	Plumbing - Clogged Drains						NLT
	Plumbing - Leaking Faucet/Pipes						NLT
	Range Hood/Exhaust Fans - Excessive Grease/Inoperable						
	Range/Stove - Missing/Damaged/Inoperable						
	Refrigerator-Missing/Damaged/Inoperable						NLT
	Sink - Damaged/Missing						NLT
Laundry Area (Room)	Dryer Vent - Missing/Damaged/Inoperable						
Lighting	Missing/Inoperable Fixture						NLT
Outlets/Switches	Missing						LT
	Missing/Broken Cover Plates						LT
Patio/Porch/Balcony	Baluster/Side Railings Damaged						
Smoke Detector	Missing/Inoperable						LT
Stairs	Broken/Damaged/Missing Steps						NLT
	Broken/Missing Hand Railing						NLT
Walls	Bulging/Buckling						
	Damaged						
	Damaged/Deteriorated Trim						
	Peeling/Needs Paint						
	Water Stains/Water Damage/Mold/Mildew						
Windows	Cracked/Broken/Missing Panes						NLT
	Damaged Window Sill						
	Missing/Deteriorated Caulking/Seals/Glazing Compound						
	Inoperable/Not Lockable						NLT
	Peeling/Needs Paint						
	Security Bars Prevent Egress						LT

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Rent and Utility Calculations

FORMS:

- a. HUD HOME Rents Chart distributed by the City Planning department
- b. SECTION 8 UTILITY ALLOWANCES Chart

High HOME Rents: Use these for most housing units in our program. This applies to any “Project” that includes 4 or less housing units.

LOW HOME Rents: These apply to some of the units when the “Project” includes 5 or more housing units –typically multifamily buildings.

To calculate the MAXIMUM RENT:

- a. Using the Rent Chart select the number of bedrooms for the unit to get the Rent including the utilities that a tenant may pay.
- b. Using the UTILITY Chart –add up the dollar amounts by bedroom size for each of the types of expenses that a tenant will be required to pay out-of-pocket. NOTE: for example if the Heating is Electric, select that amount.
- c. OTHER SERVICES: If the tenant has to pay for Water, Sewer, and Trash collection then add that amount to the utility costs. If the Tenant has to provide the Stove or Refrigerator then add that amount as well. *
- d. FINAL MAXIMUM RENT ALLOWED: Deduct the amounts from Utility Chart and Other Services from the RENT. This is the maximum amount that you can charge for that unit’s rent.

***NOTE:** It is currently the CITY policy that the landlord provides both the refrigerator and the stove for the unit.

HUD HOME RENTS

As of January 2013

The Lesser of the FMR or the HIGH HOME RENTS apply to all 60% AMI at rent-up							
	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
HIGH HOME RENT*	\$405	\$478	\$611	\$871	\$988	\$1,071	\$1,154

FAIR MARKET RENT*	\$442	\$487	\$656	\$966	\$969	\$1,114	\$1,260
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LOW HOME RENTS apply to all 50% AMI units (e.g. NSP) at rent-up; for Multi-family projects 20% of the units must be for 50% AMI families							
	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
LOW HOME RENT*	\$405	\$478	\$611	\$720	\$803	\$886	\$969

In accordance with the terms of their lease, all tenants in HOME-assisted units must be given at least 30-days written notice prior to any increase in rent.

* Note: FMR is 2013; 2012 HIGH & LOW HOME Rents still current as of January 2013.

City of Springfield Housing Programs

UTILITY ALLOWANCES						
Effective January 1, 2013						
	0 BR	1 BR	2 BR	3 BR	4 BR	5 BR
HEATING:						
Natural Gas	\$16.00	\$19.00	\$23.00	\$29.00	\$33.00	\$37.00
Electric	\$20.00	\$23.00	\$30.00	\$36.00	\$42.00	\$46.00
AIR CONDITIONING	\$5.00	\$6.00	\$8.00	\$10.00	\$12.00	\$14.00
COOKING						
Natural Gas	\$2.00	\$3.00	\$4.00	\$4.00	\$5.00	\$6.00
Electric	\$3.00	\$4.00	\$5.00	\$5.00	\$6.00	\$7.00
OTHER ELECTRIC	\$15.00	\$16.00	\$20.00	\$24.00	\$26.00	\$30.00
WATER HEATING						
Natural Gas	\$5.00	\$7.00	\$9.00	\$11.00	\$14.00	\$16.00
Electric	\$6.00	\$8.00	\$11.00	\$13.00	\$17.00	\$18.00
OTHER SERVICES						
Water	\$11.00	\$15.00	\$17.00	\$19.00	\$21.00	\$23.00
Sewer	\$10.00	\$14.00	\$15.00	\$17.00	\$19.00	\$21.00
Trash Collection	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00
Range/Microwave	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00
Refrigerator	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00

Note: From HAS Section 8 program--No change from 2012

Advertising and Marketing

FORMS:

- a. Equal Opportunity LOGO decal (Available from Housing Assistance Officer)
- b. Sample Housing Vacancy Notice sent by HAO
- c. Sample Ads with Equal Housing words.

WHEN DO I ADVERTISE?

You may advertise vacancies as you become aware of them. See the Application Section regarding maintaining applicant information.

NEW CONSTRUCTION VACANCIES: Do not tell an applicant that the property will be ready to move in before:

- a. The project Specialist releases the unit for occupancy.
- b. Certificate of Occupancy by the City of Springfield.
- c. You advertize it through the HAO announcement to give maximum exposure to the availability of the unit(s) (Fair Housing).

WHAT IS FAIR HOUSING? HUD requires that housing be made available to any qualified applicant(s) including minorities, special needs person, people in transition from homelessness, etc. The HAO's vacancy announcement is forwarded to various support groups, minority churches, Springfield Housing Authority (Section 8), and non-profit organizations weekly to meet the Fair Housing requirements.

HOW TO ADVERTISE: You can advertize in any form of marketing. All ads should include the Equal Housing Opportunity words or LOGO. However, a copy of the actual advertisement must be submitted to the Housing Assistance Officer (HAO).

- ✓ **Online or printed ads:** Owner places an ad in the Springfield News Leader and/or Craig's List. All printed ads must state that this is an Equal Opportunity Housing (EOH) rental. The use of web pages, Facebook, etc., is recommended for maximum exposure.
- ✓ **Yard Signs:** Owner is required to place a sign in the yard visible from the street at the rental unit, the Equal Housing Opportunity Logo is required to be placed on the sign. (EO Logos can be obtained from the HAO).



Affordable Housing VACANCIES

The City of Springfield, Neighborhood Conservation Office, is operating a program for the rehabilitation of properties. This program includes requirements for fair marketing and nondiscrimination, **Equal Housing Opportunity**.

Affordable Housing Action Board at 430 E. Bob Barker Blvd (417) 865-9942 has available:

2125 N. Delaware – House: 3 bedrooms, 1 bath, 1 car garage. Stove and refrigerator provided. Washer/dryer hookups. Central air and heat.
\$535.00 per month. – 60% of median income limit.

1408 N. Fulbright – House: 4 bedrooms, 2 bath, 1 car garage. Stove, dishwasher and refrigerator provided. Washer/dryer hookups. Central air and heat.
\$625.00 per month. – 60% of median income limit.

R&K, LLC., Robert Obrecht at (417) 224-1074 has available:

1880 N. Boonville – House: 3 bedrooms, 2 bath, 1 car garage. Stove, dishwasher, microwave, and refrigerator. Washer/dryer hookups. Central air and heat.
\$585.00 per month. – 60% of median income limit.

Sherman Project Area Committee, Inc. – Sunrise Management at (417) 882-3453 has available: Contact Dawn

1107 N. Sherman – House: 2 bedrooms, 1 bath, 1 car garage. Stove and refrigerator. Washer/dryer hookups. Central air and heat.
\$450.00 per month. – 60% of median income limit.

Westfall Rental Properties (417) 866-2215 has available: Contact Becky

308 W. State St – Apartment Complex: 3 bedrooms, 2 bath. Stove, refrigerator, garbage disposal and dishwasher. Washer/dryer hookups in each unit. Central air and heat.
\$595.00 per month. – 50-60% of median income limit.

318 W. State St – Apartment Complex: 3 bedrooms, 2 bath. Stove, refrigerator, garbage disposal and dishwasher. Washer/dryer hookups in each unit. Central air and heat.
\$595.00 per month. – 50-60% of median income limit.



David & Debbie Poindexter at (417) 425-1435 has available:

1516 N. Grant – Duplex: 3 bedrooms, 1^{1/2} bath, 1 car garage. Stove and refrigerator. Washer/dryer hookups. Central air and heat.
ENERGY Star Rated
\$625.00 per month. REDUCED \$600 per month. – 60% of median income limit.

Joe Ege (417) 839-1272 has available:

709 S. Nettleton – Duplex: 3 bedrooms, 1 bath. Stove and refrigerator. Washer/dryer hookups. Central air and heat.
\$550.00 per month. – 60% of median income limit.



Cowherd Construction at (417) 887-1600 has available:

1956 N. Golden – House: 3 bedrooms, 1 bath, 1 car garage. Stove and refrigerator. Washer/dryer hookups. Central air and heat. \$550.00 per month. – 60% of median income limit.

Requirements to rent these units, the tenants' Total Gross Household Income must meet HUDS Median Income Level for Springfield, which is the following:

1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person	
\$19,400	\$22,200	\$24,950	\$27,700	\$29,950	\$32,150	\$34,350	\$36,600	-50%
\$23,280	\$26,640	\$29,940	\$33,240	\$35,940	\$38,580	\$41,220	\$43,920	-60%
\$31,050	\$35,450	\$39,900	\$44,300	\$47,850	\$51,400	\$54,950	\$58,500	-80%



Marti Fewell, Housing Assistance Officer
February 15, 2013

**EQUAL HOUSING
OPPORTUNITY**

HUD-934.1(1-80)



**EQUAL HOUSING
OPPORTUNITY**

HUD-934.1(1-80)

Application and Tenant Selection Instructions

FORMS:

- a. Sample Application Form with required items highlighted
- b. Tenant Selection Criteria Guidance
- c. Guidance on Students as Tenants
- d. Lead Notification

1. TENANT SELECTION CRITERIA:

- a. Written Selection criteria must be submitted with your application.
 - b. You can screen applicants based upon reasonable criteria as long as you apply the same criteria to each applicant (Fair Housing).
 - c. See the tenant selection criteria guidance for information.
2. **WAITING LIST:** You may have a waiting list of applicants. If you have handicap accessible unit you may have a separate waiting list for those units.
3. For **Multi-family projects** (more than 4 units) contact HAO for a review of those requirements.
4. **DENIAL DOCUMENTATION:** Provide each applicant with a written letter of denial stating the reason(s) for denial based on your selection criteria or their failure to provide information. Keep that record for 5 years from the date you deny them.
5. **WHAT FORM TO USE:** You may use your own application form or the attached enclosed sample. However please the note the required household information, you are required to report on each tenant selected and have the information ***prior*** to occupancy.
6. Lead based paint poisoning notification to the tenant is required for any property built prior to 1978. Required form and booklet enclosed.



Rental Application



Address of unit you are applying for: _____

Information on all persons to reside in unit (List head of household first):

Last Name	First Name	MI	DOB	Social Security #	M/ F

List any alternate names (alias, maiden name, etc): _____

Is applicant or co-applicant a full-time student? If yes, name of school: _____

Complete Student Screening Criteria (See attached)

Current phone numbers: _____

Employment (For the past one year) Head of Household:

Employer:					
Address:					
Phone:					
Job Title:			First Date of Employment:		
Hourly Rate:		Avg. Wkly Hrs.		Gross Household Income:	

Employment (For the past one year) Co-Applicant:

Employer:					
Address:					
Phone:					
Job Title:			First Date of Employment:		
Hourly Rate:		Avg. Wkly Hrs.		Gross Household Income:	

Previous Employment:

Employer:					
Address:				Phone:	
Emp. Dates:		to		Reason for Leaving:	

Previous Employment:

Employer:					
Address:				Phone:	
Emp. Dates:		to		Reason for Leaving:	

Other Income: (Sources for all income *must be listed* & marked appropriately)

	Yes	No	Name of Recipient	Start Date	Monthly Amount	Caseworker Name (if any)
Child support (List all children who receive support)						
Social Security/ SSI/ Disability						
VA Benefits						
AFDC/ TANF Gen Assistance						
Alimony						
Grants or Scholarships						
Workers Compensation						
Interest (Bank, CD's etc.)						
Pension:						
*Zero Income:						
*Are you or any adult members of your household claiming zero income? Yes or No If Yes, who and why?						
Other:						

Checking and Saving Accounts:

Bank / CU/ S&L & Address	Account #	Balance

Assets Owned:

Category	Value
Real Estate owned (list):	
Stocks/ bonds:	
Vested value in retirement fund:	
Net worth of business owned:	
Personal property (i.e., gems, coins, painting, etc.):	
Assets (itemize) – Insurance settlements, lottery, inheritances, etc.):	
Other Assets:	

Liabilities: (List all monthly payments, i.e., cell phone, credit cards, etc.)

Name & address of Company	Account #	Monthly Payments	Months left to pay	Balance

Do you pay any of the following:

	Do you pay any of the following:		Name of Recipient	Monthly Amount
	Yes	No		
Alimony:				
Child Support:				
Separate Maintenance:				
Child Care:				
Union dues:				
Other:				
Other:				
Other:				

**Residence Information: You must list your past Rental History
(Attach additional sheets as necessary)**

Current Address:				Phone:	
City/ State/ Zip:					
Landlord's Name:				Phone:	
Landlord Address:					
Monthly Rent:		Avg Utilities:		Length of Occupancy:	
Reason for moving:					

Previous Address:				Phone:	
City/ State/ Zip:					
Landlord's Name:				Phone:	
Landlord Address:					
Monthly Rent:		Avg Utilities:		Length of Occupancy:	
Reason for moving:					

Cont'd Residence Information:

Previous Address:		Phone:	
City/ State/ Zip:			
Landlord's Name:		Phone:	
Landlord Address:			
Monthly Rent:		Avg Utilities:	Length of Occupancy:
Reason for moving:			

How many evictions have been filed on you? _____

How many felonies have you been convicted of/ plead guilty to: _____ When?: _____

Are you currently on probation/ parole? Yes or No

If Yes, list probation officer's name and number: _____

Personal References:

Name:		Phone:	
Relationship:		Years Acquainted:	

Name:		Phone:	
Relationship:		Years Acquainted:	

Name:		Phone:	
Relationship:		Years Acquainted:	

Person to notify in case of emergency: (including non-payment of rent)

Name:		Phone:	
Address:			
Relationship:		Years Acquainted:	

Race/Ethnicity Section	
Ethnicity (check only one)	Race (check only one)
<input type="checkbox"/> Hispanic or Latino	<input type="checkbox"/> White
<input type="checkbox"/> Non-Hispanic or Latino	<input type="checkbox"/> Black/ African American
	<input type="checkbox"/> Asian
	<input type="checkbox"/> American Indian/ Alaskan Native
	<input type="checkbox"/> Native Hawaiian/ Other Pacific Islander
	<input type="checkbox"/> American Indian/ Alaskan Native & White
	<input type="checkbox"/> Asian & White
	<input type="checkbox"/> Black African American & White
	<input type="checkbox"/> American Indian/ Native & Black/ African American
	<input type="checkbox"/> Other Multi-Racial

I/ we hereby certify that the information stated above is true, correct and complete to the best of my/ our knowledge. I/ we further understand and agree that if any of the information I/ we have provided in this application is found to be incomplete, incorrect, or false it will be ground for disqualification or denial of this application or termination of my/ our lease. I/ we also authorize the owner and/ or owner’s agent to verify application. This includes, but is not limited to, my/ our present and/ or prior employer(s), bank(s) or depositor(s), landlord(s), mortgage companies, creditor(s), credit bureau, and/ or law enforcement agencies. I/ we also certify that the income listed above is all that I/ we have. _____ retains that right to obtain a credit report for the purpose of screening and collections.

Signature/ Driver’s License Number

Date

Signature/ Driver’s License Number

Date

Office of City of Springfield Usage:		
Characteristics of House:	<input type="checkbox"/> FHH	<input type="checkbox"/> MHH <input type="checkbox"/> SF
Numbers of Persons in Household:		Race
Total Gross Household Income Verified	\$	
Median Income Limit	%	
Other:		

**GUIDANCE FOR A WRITTEN LEASE
and
TENANT SELECTION CRITERIA
In accordance with
24 CFR 92.253**

This policy will be followed to ensure that units assisted with HOME funds comply with the requirements of 24 CFR 92.253 during the affordability period. This policy provides for the promotion of affordable housing for very-low and low income families.

TENANT SELECTION: Owner must adopt **written tenant selection policies and criteria** that-

1. Are consistent with the purpose of providing housing for very low-income (50% AMI) and low-income (80% AMI) families,
2. Are reasonably related to program eligibility and the applicants' ability to perform the obligations of the lease,
3. Give reasonable consideration to the housing needs of families that would have a preference under 960.211 (Federal selection preferences for admission to Public Housing) of Title 24 (for example Section 8 applicants); and
4. Provide for-
 - a. *WAITING LIST:* The selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable; Tenants who are called for vacancies and who do not respond within XXXX (owner insert reasonable time) days after two attempts to contact them will be dropped from the waiting list. Note: if the property has fully-accessible units, a separate waiting list of handicapped/disabled applicants is permitted. Records will be maintained thru the affordability period of all attempts & responses; and
 - b. The prompt written notification to any rejected applicant of the grounds for any rejection.

Submit your written criteria to with your application for the HOME loan.

NOTE: The key to good selection criteria is that the landlord must apply all the criteria equally to all applicants in a non-discriminatory manner.

SELECTION CRITERIA: Identify all of the criteria that you use to screen tenants and apply them consistently. HUD doesn't require any certain criteria, just that you apply them equally to all applicants (no discrimination).

1. Some of the more common ones used by landlords are:
 - a. Previous landlord reference: (explain your policy e.g. bad reference is)
 - b. Income qualification in accordance with HUD income guidelines for the family size. (Explain what documents will be required from the applicant(s) such as Income

verification forms from their employers, tax returns for self-employed tenants, pension or disability award letters, etc. Note: All of the household members over 18 are required to verify their income.

- c. Job stability (explain your policy if used)
- d. Credit criteria (describe criteria desired & exception policy if any)
- e. Other criteria you as the owner may elect to use in approving a tenant for occupancy:
for example:
 - ✓ sexual offenders list,
 - ✓ number or occupants or unrelated persons allowed to cohabit a unit,
 - ✓ pet /no pet policy,
 - ✓ smoking/no smoking policy,
 - ✓ identification documents; i.e. Green cards, driver's license, etc.
 - ✓ residency requirements

1. **LEASE TERM:** The minimum lease term will be “not less than one year, unless by mutual written agreement between the tenant and the owner” per 24 CFR 92.253 a. The one-year standard is to provide stability to the low-income family. Shorter lease terms may be considered based on discussions with the applicant and not mandated by the landlord without necessity. Any lease for less than a year requires a signed agreement by the tenant(s) stating they concur with it.
2. **TERMINATION POLICY:** Include in the written lease your termination conditions. Note tenants may be terminated or the lease not renewed for serious or repeated violations of the lease terms, violation of Federal, State, or local law, or other good cause. Have a policy describing owner's investigation and enforcement guidelines. (see lease provision #9 below).

Other helpful information

PROPERTY MAINTENANCE

Owner must maintain the premises in compliance with all applicable housing quality standards and local code requirements. Advise the tenants that their home will be inspected by city or HUD inspectors from time-to-time, but no less than every three years. The landlord should conduct safety & health inspection between tenants if a recent one has not occurred by the City or by HAS inspectors (in the case of Section 8 voucher occupants) to be sure that the new tenants start with a safe property.

RECORDKEEPING REQUIRMENTS

Owner shall maintain copies of any waiting lists, correspondence to and from applicants or tenants (such as acceptance and/or denial letters, eviction notices, complaints and their resolution) for up to **5 years after the tenant vacates the property or 5 years after the end of the unit's affordability period**. Records should be securely stored to prevent inadvertent disclosure of the applicant/tenant's personal information.

LEASE PROVISIONS

The lease may not include any provisions prohibited by 24 CFR 92.253

1. **Agreement to be sued.** Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;
2. **Treatment of property.** Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with state law;
3. **Excusing owner from responsibility.** Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;
4. **Waiver of notice.** Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;
5. **Waiver of legal proceedings.** Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceedings in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
6. **Waiver of a jury trial.** Agreement by the tenant to waive any right to a trial by jury;
7. **Waiver of right to appeal court decision.** Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and
8. **Tenant chargeable with cost of legal actions regardless of outcome.** Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.
9. **Termination of tenancy.** Owner may not terminate the tenancy or refuse to renew the lease of a tenant except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable federal, state, or local law; or for other good cause. Any termination or refusal to renew must be preceded by not less than 30 days by the owner's service upon the tenant of a written notice specifying the grounds for the action.

Guidance on Students as tenants in HOME-funded housing units

GENERALLY, STUDENTS DO NOT QUALIFY AS TENANTS.

HUD provides a process to determine if a student applicant is considered to be “Independent” or “Dependent”. Before collecting all of their income documents ask these questions; they must be able to answer YES to at least ONE of the following Screening questions, or they are considered to be Dependent upon their family for support. Place a copy of this checklist in their application file.

- a. ___ Are you over 24 years old? Provide copy of picture ID with birth date.
- b. ___ Are you married? Provide tax returns and income information for both you & spouse.
- c. ___ Are you a Veteran of the U.S. Armed Forces? Provide documents showing that: i.e. Honorable Discharge papers; VA information, etc.
- d. ___ Do you have children who receive at least ½ of their support from you? Provide two years tax returns showing the dependant’s names.
- e. ___ Do you have legal dependants (other than your children) who live with you & receive more than ½ of their support from you; and will the support continue in the coming year? Provide two years tax returns showing dependant names.
- f. ___ Are both of your parents deceased? Provide death certificates & your birth certificate.
- g. ___ Are you an emancipated minor by court order? Provide copy of the court order.
- h. ___ Are you currently under legal guardianship by court order? Provide copy of the court order.
- i. ___ In the past two years, have you been determined to be homeless by
 - a. ___ High school official?
 - b. ___ Homeless shelter funded by HUD?
 - c. ___ Other homeless/transitional housing program?
Provide documents from the appropriate organization.

Any YES answer to the above questions then they are considered to be independent and may apply to be a tenant based upon their own qualifications. It does not guarantee that they will be approved or selected by the owner/property manager; and they must meet HUD income requirements and any other landlord criteria.

How to process “Dependent” students

If, they cannot answer YES, then they are considered to be “dependant” on their parents and will need to provide documentation of their household income including their own, their parents & the income for any siblings still living at home over 18 years of age. We require tax returns, pay stubs, Verification of Income or employment (all of the usual income information) and they will have to qualify based on the family household size (parents & student). For example, if the student’s family income (including dad, mom, sibling, & the student) is below the 4-person household at 50% or 60% AMI, then they would qualify.

If there will be “roommates” who also will be occupying the unit, they have to be verified the same way as above. When all the applicants who are planning to live there are qualified, they may be offered the unit for rent. **Note:** This process usually will disqualify most students. This is not unique to HUD housing; it is a similar process used to qualify students as “independent” for Federal Students Loan and Grant programs. The student cannot be “dependent” for getting student loans and “independent” for HUD housing.

How to count a student’s income from various sources

PART-TIME INCOME: Often students will work several part-time jobs over summer breaks, and during the school year. In order to assess the income when they are between jobs and now in school use the following procedure:

1. Obtain the last two years tax returns or IRS transcripts. Get a written explanation of what jobs they will be working over the next 12 months. Base their income on the average earnings for the past two years and forecast, the income for the next 12-month period.

STUDENT FINANCIAL ASSISTANCE: Obtain a copy of their financial aid awards letter from the school and any other grants, scholarships they have received for the next school year. Note some are by semester, some by month.

JOBS OBTAINED BUT NOT STARTED YET: Copy of the job offer letter or VOE form from the future employer. If the student has a track record of part-time employment in the past years, it is OK to count this future job in their income.

COLLEGE WORK STUDY JOBS: Determine the method of payment is it by check or is it just applied toward tuition, housing and make the decision based on that information. They should have a Financial Assistance letter from the Office of Financial Aid. It usually includes Grants, loans, work-study and other types of assistance.

ANY OTHER INCOME SOURCES: Obtain the verifications necessary, such as awards letters, gift letters from relatives (gifts from friends do not count), paystubs, W-2’s.

None of the evaluation based on their dependence or their independence replaces the owner’s own selection criteria. Just because they may qualify within the income guidelines doesn’t automatically mean you have to accept them as a tenant. The owner’s other selection criteria may result in denying the student from renting; e.g. poor references, derogatory case net information, credit report, etc. as the owner so chooses. **Note:** To avoid discrimination complaints all of the owner’s selection criteria should be applied equally to all applicants.

Tenant Income Qualification Process

1. Collect source documentation for all household occupants over 18 years of age at time of rent up. These documents include pay stubs, tax returns, welfare or assistance documentation.
2. For employed persons obtain a current verification income form (sample enclosed).
3. Occupants without income must complete a certification of zero income with notary.
4. Based on the information collected, calculate the projected income for the household for the coming year.
5. Compare the household income with the median income schedule based on their household size. Household size includes all occupants including children, under 18 years old and unborn children.
6. Anyone claiming a relative that is only going to be staying a short time generally must be included in the calculations for eligibility. Contact the HAO for details.
7. Match the income eligibility based on whether they meet the criteria for either 50% or 60% median income for the unit they will occupy.

CERTIFICATION REPORT

Required for each Vacancy

Property Owners:

Rental Unit Address:

Name of Occupant(s):

Race:

Female /Male Head of Household or Single Family:

Date of Occupancy/Lease Date:

Lead Notification in File:

Income (Total Combined Gross Yearly) :

Median Income Limit (See Schedule):

Rental Assistance:



CERTIFICATION OF ZERO INCOME

1. **I hereby certify that I do not individually receive income from any of the following sources:**
 - a. Wages from employment (including commissions, tips, bonuses, fees, etc);
 - b. Income from operation of a business;
 - c. Rental income from real or personal property;
 - d. Interest or dividends from assets;
 - e. Social Security or Disability payments, annuities, insurance policies, retirement funds, pensions, or death benefits;
 - f. Unemployment payments;
 - g. Periodic allowances such as alimony, child support, or gifts received from persons not living in my household;
 - h. Sales from self-employment resources (Avon, Mary Kay, Shaklee, etc.);
 - i. Any other income source not named above : _____

2. **I currently have no income of any kind and there is not imminent change expected in my financial status or employment status during the next _____ months.**

Under penalty or perjury, I certify that the information I have presented in this certification is true and accurate to the best of my knowledge. The undersigned further understand(s) that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of a lease agreement.

Signature of Applicant

Printed Name of Applicant

Date

STATE OF MISSOURI)
)
COUNTY OF GREENE)

On this _____ day of _____, 2013 before personally
appeared _____, to me
known to be the person or persons described in and who executed the foregoing
instrument, and acknowledged that he/she executed the same as he/she free act and
deed, as Borrower.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in
the City of Springfield, County of Greene, and State aforesaid, the day and year first
above written.

NOTARY PUBLIC

My term expires:



Request for Verification of Income

NOTE TO EMPLOYER/AGENCY: The person identified below is a recipient of a HOME Housing Program. The applicant has indicated they are **employed or is currently** receiving income/benefits from your agency, and has authorized this Public Body to verify this information. This information is required in order to determine the applicant's eligibility for their residency. Your verification of their **Total Gross Yearly Income/Benefits** is for the confidential use of the City of Springfield, Missouri.

Date of Request _____

Applicant Authorization

Name _____

I hereby release the requested information to the City of Springfield

Address _____

Signature of Applicant _____ Date _____
Social Security Number _____

Employer or Agency

Address of Property you are applying for: _____

Business Name _____

Supervisor / Case Manager's Name _____

Address _____

Employer's Verification

Position Held _____

Dates of Employment _____

Probability of continued employment _____

Other Remarks _____

Additional Compensation - Actual amounts received during the past 12 months:

Overtime \$ _____

Probability of continued Overtime _____

Bonus \$ _____

Probability of continued Bonus _____

Commissions \$ _____

Probability of continued Commissions _____

Rate of Pay (estimated if necessary)

Hourly \$ _____

Number of hours scheduled per week _____

Annual \$ _____

If applicant is in military service, give income on monthly basis as follows:

Base Pay \$ _____

Quarters & Subsistence \$ _____

Flight or Hazard Duty \$ _____

Frequency of Pay: (please circle)

Weekly Bi-Weekly Monthly Bi-Monthly Annually

Signature of Employer

The above information is furnished in strict confidence in response to your request, and is solely for use of the Public Body shown below and the City of Springfield, Missouri, in connection with the application for a HOME Program Rehabilitation Loan described above.

Date _____ Signature _____ Title _____

Return to: City of Springfield
Department of Planning and Development
840 Boonville
Springfield, MO 65801

ATTN: Marti Fewell - FAX (417) 864-1030

By: 
Housing Assistance Officer - 417-864-1039

**MEDIAN INCOME SCHEDULE
2012**

*City of Springfield, Missouri
Effective December 2011*

HOUSEHOLD INCOME BY HOUSEHOLD SIZE

Median	\$38,800	\$44,400	\$49,900	\$55,400	\$59,900	\$64,300	\$68,700	\$73,200
Household Size	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
80% of median	31,050	35,450	39,900	44,300	47,850	51,400	54,950	58,500
70% of median	27,200	30,800	35,000	38,800	42,000	45,100	48,100	51,300
60% of median	23,280	26,400	29,940	32,240	35,940	38,580	41,220	43,920
50% of median	19,400	22,200	24,950	27,700	29,950	32,150	34,350	36,600
30% of median	11,650	13,300	14,950	16,600	17,950	19,300	20,600	21,950

**HOME
MEDIAN INCOME SCHEDULE
2013**

*City of Springfield, Missouri
Effective March 15, 2013*

HOUSEHOLD INCOME BY HOUSEHOLD SIZE

	<u>1-person</u>	<u>2-person</u>	<u>3-person</u>	<u>4-person</u>	<u>5-person</u>	<u>6-person</u>	<u>7-person</u>	<u>8-person</u>
Median	\$37,300	\$42,600	\$47,900	\$53,200	\$57,500	\$61,800	\$66,000	\$70,300
80% of Median	29,800	34,050	38,300	42,550	46,000	49,400	52,800	56,200
70% of Median	26,150	29,850	33,550	37,250	40,250	43,300	46,200	49,250
60% of Median	22,380	25,560	28,740	31,920	34,500	37,080	39,600	42,180
50% of Median	18,650	21,300	23,950	26,600	28,750	30,900	33,000	35,150
30% of Median	11,200	12,800	14,400	15,950	17,250	18,550	19,800	21,100

Annual Recertification Process

1. Owners and Property Managers are required to recertify to the HAO the income of the occupants of the unit on lease expiration, using the recertification form included.
2. If the occupants remain in the unit for six (6) years the property owners and managers are required to obtain source documentation of total gross household income. Refer to the Tenant Income Process tab.
3. It is recommended that your lease contain a provision that states that if the tenant should fail to provide adequate documentation of their income, they could be evicted. See Lease tab example for appropriate language to be included in the lease.

TENANT/CERTIFICATION

Owner/Developer: _____ Signature _____ Date _____ Original Lease Date: _____ Due by: _____

Unit Address _____ Family Size _____ Recertification Income Limit _____
 (Per Schedule)

Lead Paint Notification? Yes or No (circle one) No. Bedrooms: _____

Occupants Names	Race	Age	M/F Head of Household	Income Source	Bonus/Commission/Overtime	Projected Interest from Bank Accts.

(attach additional page if necessary)

Rent Amount: \$ _____ Yearly Total Gross Household Income: \$ _____

Verification of: Employment _____ Soc. Security _____ DCS/TANF _____ Child Support _____ Bank _____ Other _____
 (explain)

Housing Authority Assistance? Yes or No (circle one) HAS Rent - \$ _____ Tenant - \$ _____ Energy Assistance \$ _____

Income Changes? Yes or No (circle one) Head of Household Signature: _____

Notes: _____

Median Income Schedule; City of Springfield, Missouri as Published by HUD, May, 2012								
Household Size	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
80% of median	31,050	35,450	39,900	44,300	47,850	51,400	54,950	58,500
70% of median	27,200	30,800	35,000	38,800	42,000	45,100	48,100	51,300
60% of median	23,280	26,400	29,940	32,240	35,940	38,580	41,220	43,920
50% of median	19,400	22,200	24,950	27,700	29,950	32,150	34,350	36,600
30% of median	11,650	13,300	14,950	16,600	17,950	19,300	20,600	21,950

(For Agency Use) FMR - \$ _____ + Utility Allowance - \$ _____ = Total Household Rent \$ _____

In Compliance? Yes or No (circle one)

REVIEWED & APPROVED BY _____

Marti Fewell, Housing Assistance Officer

LEASE INSTRUCTIONS

FORMS:

- a. SAMPLE LEASE FORM
- b. HOME –Lease Addendum
- c. PROHIBITED LEASE PROVISIONS

LEASE REQUIREMENTS: The minimum lease term must be 1 year or more unless you have written agreement by the tenant for a shorter lease term with some justification such as tenant needs to relocate at a certain date in the future or the tenant has an unusual circumstance that may require a shorter stay.

HUD prohibits certain Lease terms –see enclosed list.

There are two ways to ensure that your lease meets the guidelines.

- a. Use the Sample Lease provided, or
- b. Use your lease with the attached HOME Lease addendum (signed by you and the tenants)

LEASE AGREEMENT

By this Lease Agreement (the "Lease") made and entered into on _____, 20____, by of between _____, referred to as "Lessor, and _____ singly or collectively, referred to as "Lessee", Lessor leases to Lessee the premises situated at _____ in the City of Springfield, County of Greene, State of Missouri together with all appurtenances, for a term of one (1) year, to commence on _____, 20____ and to end on _____, 20____.

SECTION ONE - RENT

Lessee agrees to pay, without demand, to Lessor as rent for the demised premises the sum of (\$_____) per month on the _____ day of each calendar month beginning, by mailing such rent in the form of a check or a money order payable to Lessor to the following address: _____, or at such other place as Lessor may designate.

SECTION TWO - SECURITY DEPOSIT

On execution of this lease, lessee deposits with lessor (\$_____) _____, receipt of which is acknowledged by lessor, as security for the faithful performance by lessee of the terms of this lease, to be returned to lessee of the provision of this lease.

SECTION THREE - QUIET ENJOYMENT

Lessor covenants that on paying the rent and performing the covenants contained in this Lease, Lessee shall peacefully and quietly have, hold and enjoy the demised premises for the agreed term.

SECTION FOUR - USE OF PREMISES

- A. The demised premises shall be used and occupied by Lessee exclusively as a private single-family residence. Neither the premises nor any part of the premises shall be used at any time during the term of this Lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family residence.
- B. Lessee shall:
1. Comply with all local, state, and federal laws, rules, regulations, and requirements applicable to the demised premises, and in particular with those for the correction, prevention, and abatement of nuisances connected with the demised premises during the term of this Lease; and;
 2. Not commit or permit any act on or about the demised premises which is contrary to any provision of any insurance policy affecting or pertaining to the leased premises, or which might impair the value or usefulness of the leased premises, or which constitutes a public or private nuisance or waste; and

3. Not use or permit the use of any illegal substance(s) of any kind on or about the leased premises.

SECTION FIVE - REPRESENTATIONS

Lessee represents that (1) the demised premises shall be occupied by no more than persons, consisting of _____ adults and _____ children under the age of eighteen years, without the prior, express and written consent of Lessor; and (2) that Lessee has been a resident of the City of Springfield, Missouri for the ninety (90) days prior to the date of the execution of this Lease.

SECTION SIX - CONDITION OF PREMISES

Lessee stipulates that it has examined the demised premises, including the grounds and all buildings and improvements, and that they are, at the time of this Lease, in good order, good repair, safe, clean and tenable condition.

SECTION SEVEN - ASSIGNMENT AND SUBLETTING

- A. Without the prior, express and written consent of Lessor, Lessee shall not assign this Lease, or sublet or grant any concession or license to use the premises or any part of the premises.
- B. A consent by Lessor to one assignment, subletting, concession or license shall not be deemed to be consent to any subsequent assignment, subletting, concession or license.
- C. An assignment, subletting, concession or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this Lease.

SECTION EIGHT - ALTERATIONS AND IMPROVEMENTS

- A. Lessee shall make no alterations to the buildings on the demised premises or construct any building or make other improvements on the demised premises without the prior, express and written consent of Lessor.
- B. All alterations, changes, and improvements built, constructed or placed on the demised premises by Lessee, with the exception of fixtures removable without damage to the premises and movable personal property, shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and remain on the demised premises at the expiration or earlier termination of this Lease.

SECTION NINE - DAMAGE TO PREMISES

If the demised premises, or any part of the demised premises, shall be partially damaged by fire or other casualty not due to Lessee's negligence or willful act or that of Lessee's employee, family, agent or visitor, the premises shall be promptly repaired by Lessor and there shall be an abatement of rent corresponding with the time during which, and the extent to which, the leased premises may have been untenable. However, if the leased premises should be damaged other than by Lessee's negligence or willful act or that of Lessee's employee, family, agent or visitor to the extent that Lessor shall decide not to rebuild or repair, the term of this Lease shall end and the rent shall be prorated up to the time of the damage.

SECTION TEN - DANGEROUS MATERIALS

Lessee shall not keep or have on the leased premises any article or thing of a dangerous, inflammable or explosive character that might unreasonably increase the danger of fire on the leased premises or that might be considered hazardous or extra hazardous by any responsible insurance company.

SECTION ELEVEN - UTILITIES

Lessee shall be responsible for arranging and paying for all utility service required on the premises, including water, gas, electric, sewer and garbage service.

SECTION TWELVE - MAINTENANCE AND REPAIR

- A. Lessee will, at its sole expense, keep and maintain the leased premises and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease. In particular, Lessee shall keep the fixtures in the house or on or about the leased premises in good order and repair; keep the furnace clean; and keep the walks free from dirt and debris. Lessee shall, at Lessee's sole expense, make all required repairs to the plumbing, appliances, heating apparatus, and electric and gas fixtures whenever damage to such items shall have resulted from Lessee's misuse, waste or neglect or that of Lessee's employee, family, agent or visitor.

- B. Lessee agrees that no signs shall be placed or painting done on or about the leased premises by Lessee or at Lessee's direction without the prior, express and written consent of Lessor.

SECTION THIRTEEN - ANIMALS

Lessor and Lessee shall agree to keep domestic or other animals on or about the leased premises without the prior, express and written consent of Lessor.

SECTION FOURTEEN - RIGHT OF INSPECTION

Lessor and Lessor's agents shall have the right at all reasonable times during the term of this Lease and any renewal of this Lease to enter the demised premises for the purpose of inspecting the premises and all building and improvements on the premises.

SECTION FIFTEEN - DISPLAY OF SIGNS

During the last thirty (30) days of this Lease, Lessor or Lessor's agent shall have the privilege of displaying the usual "For Sale" or "For Rent" or "Vacancy" signs on the demised premises and of showing the property to prospective purchasers or tenants at reasonable times.

SECTION SIXTEEN - SUBORDINATION OF LEASE

This Lease and Lessee's leasehold interest under this Lease are and shall be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the demised premises by Lessor, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions of such liens or encumbrances.

SECTION SEVENTEEN - HOLDOVER BY LESSEE

Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this Lease, a new tenancy from month to month shall be created between Lessor and Lessee which shall be subject to all the terms and conditions of this Lease but shall be terminable on thirty (30) days' written notice served by either Lessor or Lessee on the other party.

Tenant agrees that 90 days prior to the Expiration, Tenant will submit to the Landlord all documentation required by Landlord to verify that Tenant remains a Qualified Household. In the event Tenant fails to timely deliver such information or Landlord determines (whether in connection with initial execution of this Lease, a renewal or otherwise) that Tenant is not a Qualified Household under the Program, this Lease shall immediately terminate and Tenant agrees to vacate that House upon the earlier of the Expiration or upon 30 days' written notice from Landlord of non-qualifying status.

SECTION EIGHTEEN - SURRENDER OF PREMISES

At the expiration of the lease term, Lessee shall quit and surrender the demised premises in as good state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

SECTION NINETEEN - DEFAULT AND LATE CHARGE

The Lease, at the option of Lessor, shall be terminated and be forfeited:

1. If any default is made by the Lessee in the payment of rent, or any part of the rent, at the time specified in this Lease; or
2. If serious or repeated violations by the Lessee of the terms and conditions of this Lease other than the payment of rent; or
3. For violation by the Lessee of applicable Federal, State, or Local law; or
4. For other good cause.

Termination and forfeiture of the Lease shall not result if, within thirty (30) days of receipt written notice from Lessor specifying the grounds for termination and forfeiture, Lessee has corrected the default or breach or has taken action reasonably likely to affect such correction within a reasonable time. Lessee agrees to pay a late fee of \$ _____ if Lessee fails to make a monthly rent payment within ten/(10) days of such payments due date, and an additional late fee of \$ _____ for each day thereafter that such payment remains unpaid.

SECTION TWENTY - ABANDONMENT

- A. If at any time during the term of this Lease Lessee abandons the demised premises or any part of the demised premises, Lessor may, at its option, enter the demised premises by any means without being liable for any prosecution for such entering, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at Lessor's discretion, as agent for Lessee, relet the demised premises, or any part of the demised premises, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Lessor's option, hold Lessee liable for any difference between the rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had continued in force, and the net rent for such period realized by Lessor by means of such reletting. Lessee shall also be liable for any remainder expenses of Lessor for reletting the premises.

- B. If Lessor's right of re-entry is exercised following abandonment of the premises by Lessee, then Lessor may consider any personal property belonging to Lessee and left on the premises to also have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper in accordance with the laws of the State of Missouri and is hereby relieved of all liability for doing so.

SECTION TWENTYONE - BINDING EFFECT

The covenants and conditions contained in this Lease shall apply to and bind the heirs, legal representatives, and assigns of the parties and all covenants are to be construed as conditions of this Lease.

SECTION TWENTYTWO - GOVERNING LAW

It is agreed that this Lease shall be governed by, construed and enforced in accordance with the laws of the State of Missouri.

SECTION TWENTYTHREE - TIME OF THE ESSENCE

It is specifically declared and agreed that time is of the essence of this Lease.

SECTION TWENTYFOUR - ATTORNEY FEES

In the event that any legal action is filed by Lessor in relation to this Lease and is the prevailing party, the Lessee shall pay to the Lessor in addition to all the sums that the Lessor may be called on to pay, a reasonable sum for the Lessor's attorney fees and court costs.

SECTION TWENTYFIVE - ENTIRE AGREEMENT

This Lease shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding upon either party except to the extent incorporated in this Lease.

SECTION TWENTYSIX - MODIFICATION OF AGREEMENT

Any modification of this Lease or additional obligation assumed by either party in connection

with this Lease shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

IN WITNESS WHEREOF, each party to this Lease has caused it to be executed at Springfield, Missouri on the date indicated below.

Dated this _____ day of _____, 20_____.

LESSOR

By: _____

LESSEE

By: _____

**HOME
LEASE ADDENDUM**

Tenant	Owner/Managing Agent	Unit No. & Address

This lease addendum is attached to and made part of the lease agreement between the parties identified above (as may be amended from time to time, collectively the "Lease").

1. The parties to this lease agree that any provision of this Lease that falls within any classification below (a-h) shall be deemed null and void:
 - (a) Confession of Judgment. Prior consent by the Tenant to be sued, to admit guilt, or to judgment in favor of the Owner/Managing Agent in a lawsuit brought in connection with Lease.
 - (b) Seize or Hold Property for Rent or Other Charges. Authorization to the Owner/Managing Agent to take property of the Tenant, or hold property of the Tenant, as a pledge or security until the Tenant meets any obligation which the Owner/Managing Agent has determined the Tenant has failed to perform.
 - (c) Exculpatory Clause. Agreement by the Tenant not to hold the Owner/Managing Agent legally responsible for any action or failure to act, whether intentional or negligent.
 - (d) Waiver of Legal Notice. Agreement by the Tenant that the Owner/Managing Agent may institute a lawsuit without notice to the Tenant.
 - (e) Waiver of Legal Proceedings. Agreement by the Tenant that the Owner/Managing Agent may evict the Tenant or hold or sell possessions of the Tenant Family if the Owner/Managing Agent determines that the Tenant has violated the lease, without notice to the Tenant or any court decision on the rights of the parties.
 - (f) Waiver of Jury Trial. Authorization to the Owner/Managing Agent to waive the Tenant's right to trial by jury.
 - (g) Waiver of Right to Appeal Court Decision. Authorization to the Owner/Managing Agent to waive the Tenant's right to appeal a decision on the ground of judicial error or to waive the Tenant's right to sue to prevent a judgment from being put into effect.
 - (h) Tenant Chargeable with Cost of Legal Actions Regardless of Outcome of Lawsuit. Agreement by the tenant to pay lawyer's fees or other legal costs whenever the Owner/Managing Agent decides to sue, whether or not the Tenant wins.

2. The parties to this Lease also agree that the Owner/Managing Agent shall not discriminate against the tenant in any manner, including the provision of services, based on the ground of age, race, color, creed, religion, sex, handicap, national origin or familial status.
3. The parties to this Lease also agree that the term of the lease shall not be for less than one year, unless by mutual agreement between the tenant and the owner.
4. The parties to this Lease agree that this unit is a HOME unit and the HOME program imposes certain conditions on the parties to this Lease including but not limited to:
 - (a) This unit is subject to all income and rent restrictions including, but not necessarily limited to, those set forth by the United States Department of Housing and Urban Development (“HUD”)
 - (b) The Owner/Managing Agent must examine tenants income status annually, failure of the tenant to comply with this procedure is grounds for eviction.
 - (c) The unit is subject to the HUD requirements regarding the displacement, relocation and acquisition.
5. The parties to this Lease agree that the following rent restrictions apply for Over Income Households:

If the household income exceeds 80% of the published income limits while in a HOME unit, upon the next recertification the resident will be required to pay 30% of their adjusted income as rent. Any rent changes do not go into effect until a new lease is executed. If the household occupies a unit regulated by both the Low Income Housing Tax Credit (LIHTC) program and HOME program, the LIHTC program rule for rent restrictions must apply.

Owner/Managing Agent -Signature

Tenant-Signature

Date: _____

Owner-Printed Name

Tenant-Printed Name

Date: _____

PROHIBITED LEASE PROVISIONS

Tenant Protections

1. **Lease:** The lease between a tenant and the owner must be for not less than one year, unless by mutual agreement between the tenant and the owner.

2. **Prohibited Lease Terms:** The lease may not contain any of the following provisions:
 - ✓ **Agreement to be Sued:** Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;

 - ✓ **Treatment of Property:** Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with state law;

 - ✓ **Excusing Owner from Responsibility:** Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;

 - ✓ **Waiver of Notice:** Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;

 - ✓ **Waiver of Legal Proceedings:** Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceedings in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;

 - ✓ **Waiver of a Jury Trial:** Agreement by the tenant to waive any right to a trial by jury;

 - ✓ **Waiver of Right to Appeal Court Decision:** Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease; and

 - ✓ **Tenant Chargeable with Cost of Legal Actions Regardless of Outcome:** Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

✓ **Termination of Tenancy:** Owner may not terminate the tenancy or refuse to renew the lease of a tenant except for serious or repeated violation of the terms and conditions of the lease; for violation of applicable federal, state, or local law; or for other good cause. Any termination or refusal to renew must be preceded by not less than 30 days by the owner's service upon the tenant of a written notice specifying the grounds for the action.

✓ **Maintenance and Replacement:** Owner must maintain the premises in compliance with all applicable housing quality standards and local code requirements.

✓ **Tenant Selection:** Owner must adopt written tenant selection policies and criteria that-

Are consistent with the purpose of providing housing for very low-income and low-income families,

Are reasonably related to program eligibility and the applicants' ability to perform the obligations of the lease,

Give reasonable consideration to the housing needs of families that would have a preference under 960.211 (Federal selection preferences for admission to Public Housing) of Title 24; and

Provide for-

The selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable; and

The prompt written notification to any rejected applicant of the grounds for any rejection.

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

Notification – To Owners, Tenants & Purchasers of Housing Constructed before 1978. Watch Out for Lead-Based Paint Poisoning.

If the property was constructed before 1978, there is a possibility it contains lead-based paint. Please read the following information concerning lead-based paint poisoning.

■ **Sources of Lead Based Paint**

The interiors of older homes and apartments often have layers of lead-based paint on the walls, ceilings, window sills, doors and door frames. Lead-based paint and primers may also have been used on outside porches, railings, garages, fire escapes and lamp posts. When the paint chips, flakes or peels off, there may be a real danger for babies and young children. Children may eat paint chips or chew on painted railings, window sills or other items when parents are not around. Children can also ingest lead even if they do not specifically eat paint chips. For example, when children play in an area where there are loose paint chips or dust particles containing lead, they may get these particles on their hands, put their hands in their mouths, and ingest a dangerous amount of lead.

■ **Hazards of Lead -Based Paint**

Lead poisoning is dangerous-especially to children under the age of seven (7). It can eventually cause mental retardation, blindness and even death.

■ **Symptoms of Lead-Based Poisoning**

Has your child been especially cranky or irritable? Is he or she eating normally? Does your child have stomachaches and vomiting? Does he or she complain about headaches? Is your child unwilling to play? These may be signs of lead poisoning. Many times though, there are no symptoms at all. Because there are no symptoms does not mean that you should not be concerned if you believe your child has been exposed to lead-base paint.

■ **Advisability and Availability of Blood Lead Level Screening**

If you suspect that your child has eaten chips of paint or someone told you this, you should take your child to the doctor or clinic for testing. If the test shows that your child has an elevated blood lead level, treatment is available. Contact your doctor or local health department for help or more information. Lead screening and treatment are available through the Medicaid Program for those who are eligible. If your child is identified as having an elevated blood lead level, you should immediately notify the Community Development or other agency to which you or your landlord

is applying for rehabilitation assistance so the necessary steps can be taken to test your unit for lead-based paint hazards. If your unit does have lead-based paint, you may be eligible for assistance to abate that hazard.

■ **Precautions to Take to Prevent Lead-Based Paint Poisoning**

You can avoid lead-based paint poisoning by performing some preventive maintenance. Look at your walls, ceilings, doors, door frames and window sills. Are there places where the paint is peeling, flaking, chipping or powdering? If so, there are some things you can do immediately to protect your child:

- (a) Cover all furniture and appliances;
- (b) Dust containing lead can be a health hazard. DO NOT vacuum loose paint. Sweep and damp mop;
- (c) Sweep up all pieces of paint and plaster and put them in a paper bag or wrap them in newspaper. Put these packages in a trash can. DO NOT BURN THEM;
- (d) Do not leave paint chips on the floor in window wells. Damp mop floors and window sills in and around the work area to remove all dust and paint particles. Keeping these areas clear of paint chips, dust and dirt is easy and very important, and;
- (e) Do not allow loose paint to remain within your children's reach since children may pick loose paint off the lower part of the walls.

■ **Homeowner Maintenance and Treatment of Lead-Based Paint Hazards**

As a homeowner, you should take the necessary steps to keep your home in good shape. Water leaks from faulty plumbing, defective roofs and exterior holes or breaks may admit rain and dampness into the interior of your home. These conditions damage walls and ceilings and cause paint to peel, crack or flake. These conditions should be corrected immediately. Before repainting, all surfaces that are peeling, cracking, chipping or loose should be thoroughly cleaned by scraping or brushing the loose paint from the surface, then repainted with two (2) coats of non-lead paint. Instead of scraping and repainting the surface may

be covered with other material such as wallboard, gypsum, or paneling. Beware that when lead-based paint is removed by scraping or sanding, a dust is created, which may be hazardous. The dust can enter the body either by breathing it or swallowing it. The use of heat or paint removers could create a vapor or fume which may cause poisoning if inhaled over a long period of time. Whenever possible, the removal of lead-based paint should take place when there are no children or pregnant women on the premises. Simply painting over defective lead-based paint surfaces does not eliminate the hazard. Remember that you as an adult play a major role in the prevention of lead poisoning. Your actions and awareness about the lead problem can make a big difference.

■ **Tenant and Homebuyer Responsibilities**

You should immediately notify the management office or the agency through which you are purchasing your home if the unit has flaking, chipping, powdering or peeling paint, water leaks from plumbing, or a defective roof. You should cooperate with that office's efforts to repair the unit.

I have received a copy of the Notice entitled "Protect Your Family From Lead in Your Home."

Date

Print Full Name

Signature



**LANDLORD/OWNER
PROPERTY MANGER
RECORD KEEPING
REQUIRMENTS**

Reference: 24 CFR 92.508 (various sections) HOME regulations for recordkeeping

RECORDS YOU MUST KEEP:

<u>Type of Record</u>	<u>Retention period (in years)</u>
Tenant Application Information (all applicants)	5 from date of application
Written Denial of tenant application	5 from the denial date
Tenant Income documentation	5 from the date the tenant vacates
Copies of Leases for each tenant	5 years after termination of the lease
Eviction of tenants	5 years after tenant is evicted
Other noteworthy events	5 years after the event ends

NOTE: All records are subject to review by the City, the City auditors, HUD and the Comptroller General of the United States or their representatives. (That's a whole bunch of folks).

AFFORDABILITY What is this?

A housing unit is affordable when the tenants meet the income qualifications and the rent that they are being charged is within the HUD rent limits and the property is well-maintained.

The Affordability period depends on the amount of HOME funds per unit that have been invested in the project. The City reserves the right to extend the affordability period (but not reduce it) based on negotiations and the terms of the loan(s) that were provided.

The standard affordability is:

HOME FUNDS PER UNIT	AFFORDABILITY (In Years)
Less than \$15,000	5
\$15,000 to \$40,000	10
Over \$40,000.....	15
New Construction any amount.....	20
Refinancing Rental	15

Please note that due to a recent interpretation by HUD of the way they track affordability we will **add 6 months to each of the affordability periods**. For example: We invest \$25,000 in HOME funds per unit the affordability will be 10 years and 6 months.

During that time to comply with the HUD regulations you must:

- Only rent to income-qualified households
- Affirmatively market each vacancy
- Maintain the property to acceptable conditions
- Charge no more than the Maximum rent (including utility allowances)