**Chapter 8**

**LEASING AND INSPECTIONS**

[24 CFR 5, Subpart G; 24 CFR 966, Subpart A]

**INTRODUCTION**

This chapter describes HUD regulations and PHA policies related to leasing and unit inspections in two parts:

Part I: Leasing. This part describes pre-leasing activities and the PHA’s policies pertaining to lease execution, lease modification, and payments under the lease.

Part II: Inspections. This part describes the PHA’s policies for inspecting dwelling units and notifying families of HUD REAC NSPIRE inspections.

**PART I: LEASING**

**8-I.A. OVERVIEW**

This section provides an overview for Part I. **No policy decisions are required.**

**8-I.B. LEASE ORIENTATION**

**☑ Decision Point: How will the PHA orient new residents to the public housing program and to the development? (Model ACOP, p. 8‑2)**

Things to Consider

* Regulations do not require pre-occupancy orientation to the public housing program. However, most PHAs give orientation sessions for new residents that cover the basic information necessary to help the resident comply with the lease, become comfortable in the neighborhood, and be successful in their public housing tenancies. Most people perform better if they clearly understand what is expected up front [PH Occ GB, p. 79].
* Orientation may be conducted with individual family members or in groups. If the PHA conducts group briefing sessions, the process should not delay lease-up or occupancy. Delays in leasing impact the PHA’s revenue and PHAS score.
* Information given at orientation should be standardized to ensure that all families are given the same information.
* The ACOP policy should state who is required to attend the orientation session (head, spouse, both, or any adult member). The default policy states that either the head of household or spouse may attend.

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

After unit acceptance but prior to occupancy, a PHA representative will conduct a lease orientation with the family. The head of household or spouse is required to attend.

🞎 *Option 2: Use PHA-established policy. Edit the model ACOP language or delete it and insert the PHA’s policy.*

**Orientation Agenda**

**☑ Decision Point: What information will be given to families at lease orientation? (Model ACOP, p. 8‑2)**

Things to Consider

* The orientation agenda should be tailored to local conditions. Many PHAs include information about services available near the development, such as schools and transportation.
* The list of orientation materials and topics in the model ACOP is basic. It should be edited to reflect items discussed in your orientation.
* The OIG pamphlet “Is Fraud Worth It?” is listed in order to be consistent with model plan policies in Chapter 15, Program Integrity. If you decide not to include this pamphlet as part of the information given to families at orientation, the policies in Chapter 15 will also need to be amended.
* The same is true of “What You Should Know about EIV.” Notice PIH 2017-12 strongly encourages, but does not require, PHAs to educate applicants about the Enterprise Income Verification (EIV) system by providing them with a copy of this guide.
* Likewise, while HUD does not require PHAs to provide the HUD pamphlet on lead-based paint entitled “Protect Your Family for Lead in Your Home,” it is a best practice to include it regardless of whether any PHA-owned housing contains lead-based paint.
* As discussed in section 16-VII.C of the model ACOP, HUD requires PHAs to provide notice to public housing tenants of their rights under the Violence against Women Act (VAWA) and 24 CFR Part 5, Subpart L [24 CFR 5.2005(a)]. By providing VAWA information and discussing VAWA protections at lease orientation sessions, the PHA will fulfill this requirement. (Note: The policy here is cross-referenced in section 16-VII.C of the Model ACOP. So, if the references to VAWA are removed here, the cross-reference in section 16-VII.C will also need to be removed.)
* **NOTE: A model smoke-free policy is attached as Exhibit 8-1. The PHA must make policy decisions and edit the model policy accordingly. The public housing lease terms must also be revised to match the PHA’s smoke-free policy. Failure to comply with smoke-free policies may result in termination of tenancy (see Chapter 13). Notice PIH 2017-03 requires that the public housing lease terms must describe graduated enforcement mechanisms for violators of the PHA’s smoke-free policies.**
* The Public Housing Occupancy Guidebook suggests that topics covered might also include:
  + Care of the unit
  + Obtaining services in an emergency
  + Conserving utilities
  + Information about the resident council
  + Police and security services available
  + Tenant fair housing rights

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

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

A copy of the lease

A copy of the PHA’s grievance procedure

A copy of the house rules

A copy of the PHA’s schedule of maintenance charges

A copy of “Is Fraud Worth It?” (form HUD-1141-OIG), which explains the types of actions a family must avoid and the penalties for program abuse

A copy of “What You Should Know about EIV,” a guide to the Enterprise Income Verification (EIV) system published by HUD as an attachment to Notice PIH 2017-12

A copy of the form HUD-5380, VAWA Notice of Occupancy Rights

A copy of form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

A copy of the PHA’s smoke-free policy

A notice that includes the procedures for requesting relief and the PHA’s criteria for granting requests for relief for excess utility surcharges

The HUD pamphlet on lead-based paint entitled, “Protect Your Family from Lead in Your Home.”

Topics to be discussed and explained to all families include:

Applicable deposits and all other charges

Review and explanation of lease provisions

Unit maintenance requests and work orders

The PHA’s interim reporting requirements

Review and explanation of occupancy forms

Community service requirements

Family choice of rent

VAWA protections

Smoke-free policies

🞎 *Option 2: Use PHA-established policy. Edit the model ACOP language or delete it and insert the PHA’s policy.*

**8-I.C. EXECUTION OF LEASE**

The lease must be executed by the tenant and the PHA, except for automatic renewals of a lease [24 CFR 966.4(a)(3)].

**☑ Decision Point: Which family members will be required to sign the public housing lease? (Model ACOP, p. 8‑3)**

Things to Consider

* Regulations state that the lease must be signed by “the tenant and the PHA” [24 CFR 966.4(a)(3)].
* Many PHAs require all adult family members to sign the lease and state law may require this in case of eviction. Therefore, the model policy requires all adult members of the household to sign the lease.
* If you only require the head of household and spouse/cohead to sign the lease, select   
  Option 2.

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

The head of household, spouse or cohead, and all other adult members of the household will be required to sign the public housing lease prior to admission. An appointment will be scheduled for the parties to execute the lease. The head of household will be provided a copy of the executed lease and the PHA will retain a copy in the resident’s file.

🞎 *Option 2: Require only the head of household and spouse/cohead to execute the lease. Delete the model ACOP language and insert the following:*

The head of household and spouse or cohead will be required to sign the public housing lease prior to admission. An appointment will be scheduled for the parties to execute the lease. The head of household will be provided a copy of the executed lease and the PHA will retain a copy in the resident’s file.

🞎 *Option 3: Use PHA-established policy. Edit the model ACOP language or delete it and insert the PHA’s policy.*

**☑ Decision Point: Will the PHA require the live-in aide to sign documentation confirming that the live-in aide is not a party to the lease and is not entitled to PHA assistance? (Model ACOP, p. 8‑3)**

Things to Consider

* The live-in aide is not a member of the assisted family and does not sign the lease.
* HUD regulations do not require the live-in aide to sign the documentation suggested here.
* The purpose is to document the live-in aide’s understanding that they are not entitled to assistance from the PHA.

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

Files for households that include a live-in aide will contain file documentation signed by the live-in aide, that the live-in aide is not a party to the lease and is not entitled to PHA assistance. The live-in aide is only approved to live in the unit while serving as the care attendant for the family member who requires the care.

🞎 *Option 2: Do not adopt a policy requiring the live-in aide to sign the documentation described here. Delete the model ACOP language.*

🞎 *Option 3: Use PHA-established policy. Edit the model ACOP language or delete it and insert the PHA’s policy.*

**8-I.D. MODIFICATIONS TO THE LEASE**

The lease may be modified at any time by written agreement of the tenant and the PHA [24 CFR 966.4(a)(3)].

**Modifications to the Lease Form**

**☑ Decision Point: How long will a family have to accept the terms of a revised lease that was modified in accordance with HUD requirements? (Model ACOP, p. 8‑4)**

Things to Consider

* A resident's refusal to accept permissible and reasonable lease modifications that are made in accordance with HUD requirements, or are required by HUD, is grounds for termination of tenancy [24 CFR 966.4(l)(2)(iii)(E)].
* In order to be able to terminate for failure to accept the PHA’s offer of a lease revision, the written notice of a revision must be offered at least 60 calendar days before the scheduled effective date, and must specify a reasonable time limit within that period for acceptance by the family.
* The model policy language uses 30 days as the “reasonable time limit” within which the family must accept the offer of a revised lease.

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

The family will have 30 days to accept the revised lease. If the family does not accept the offer of the revised lease within that 30 day timeframe, the family’s tenancy will be terminated in accordance with the policies in Chapter 13.

🞎 *Option 2: Use PHA-established policy. Edit the model ACOP language or delete it and insert the PHA’s policy.*

**☑ Decision Point: How will the PHA notify residents of proposed changes to its schedules of special charges or rules and regulations? (Model ACOP, p. 8‑4)**

Things to Consider

* When the PHA proposes to modify schedules of special charges or rules and regulations (“house rules”), the regulations permit several alternative methods for notifying residents. The PHA may notify each family (by mail or by delivering a notice to each unit), or may post the notice in the project office and in at least 3 conspicuous places within each structure that contains dwelling units.
* Because the model policy states that the PHA will notify each family, the policy language clarifies that proper documentation of this notice will be kept in tenant files.

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

When the PHA proposes to modify or revise schedules of special charges or rules and regulations, the PHA will post a copy of the notice in the central office and will mail or email a copy of the notice to each resident family. Documentation of proper notice will be included in each resident file.

🞎 *Option 2: Notify residents by posting a notice. Delete the model ACOP language and insert the following:*

When the PHA proposes to modify or revise schedules of special charges or rules and regulations, the PHA will post copies of the notice in the central office, in each project office, and in at least 3 conspicuous places in each structure that contains dwelling units.

🞎 *Option 3: Use PHA-established policy. Edit the model ACOP language or delete it and insert the PHA’s policy.*

**Other Modifications**

**☑ Decision Point: How will the PHA modify the lease when changes in family composition occur? (Model ACOP, p. 8‑5)**

Things to Consider

* The lease must state the composition of the household as approved by the PHA (family members and any PHA-approved live-in aide) [24 CFR 966.4(a)(1)(v)].
* The policy states that it is the responsibility of the head of household to initial and date the changes, along with the PHA, rather than any other adult member of the household, including the member who is leaving or joining the household.
* In the case of a new adult member joining the household, although the head of household must initial and date the addition of the new member, the new member must also sign and date the lease.
* Policies related to reporting changes in family composition are contained in   
  Chapter 9.

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

The lease will be amended to reflect all changes in family composition.

If, for any reason, any member of the household ceases to reside in the unit, the lease will be amended by drawing a line through the person's name. The head of household and PHA will be required to initial and date the change.

If a new household member is approved by the PHA to reside in the unit, the person’s name and will be added to the lease. The head of household and PHA will be required to initial and date the change. If the new member of the household is an adult, they will also be required to sign and date the lease.

Policies governing when and how changes in family composition must be reported are contained in Chapter 9, Reexaminations.

🞎 *Option 2: Use PHA-established policy. Edit the model ACOP language or delete it and insert the PHA’s policy.*

**8-I.E. SECURITY DEPOSITS [24 CFR 966.4(b)(5)]**

**☑ Decision Point: What policies will the PHA establish for security deposits? (Model ACOP, p. 8‑6)**

Things to Consider

* HUD regulations permit, but do not require, the PHA to charge a security deposit. Regulations state that the deposit shall not exceed one month’s rent or “such reasonable fixed amount as may be required by the PHA.”
* Provisions for refunding or otherwise disposing of the security deposit after move-out are generally governed by state law.
* The regulation states that, subject to state law, interest earned on the security deposit may be refunded to the resident at move-out or used for resident services or activities.
* To ensure that the model policy does not conflict with any state law, the policy calls for the interest on the security deposit to be returned to the family upon move-out.
* If the security deposit is set at the amount of TTP at move-in, the amount remains fixed throughout occupancy and is not changed when income-based rent changes [PH Occ GB p. 193].
* PHAs that adopt a fixed security deposit may need to permit installment payments so that extremely low-income families are able to meet the requirement. Installment payments are permitted under the regulation.
* Allowing for security deposits to be paid in installments requires tracking and enforcement, adding an administrative burden to the PHA.
* The PHA’s policy should contain a provision for residents that transfer to another unit. The policy could state that the security deposit will be transferred, or that a new security deposit will be required.
* The model policy commits the PHA to refund the security deposit (less any amount owed) to the family within 30 days of move-out. You need to ensure that this provision is consistent with local and state landlord/tenant laws.
* The model policy states that PHAs will provide the resident with a written list of any charges against the security deposit within 10 business days of the move-out inspection. This is the standard time frame used throughout much of the plan. This time frame is also used in Section 8-II.B., Move-Out Inspections, therefore, any changes made to the time frame here must also be made there.
* If a resident disagrees with the charges, the policy states that the PHA will offer a meeting to discuss the charges. This meeting is in place of the PHA’s grievance process because the family will no longer be a tenant at the time these charges are made.
* If your security deposit requirements are different than those contained in the model policy, the policy should be replaced or edited accordingly.

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

Residents must pay a security deposit to the PHA at the time of admission. The amount of the security deposit will be equal to the family’s total tenant payment at the time of move-in and must be paid in full prior to occupancy.

The PHA will hold the security deposit for the period the family occupies the unit. The PHA will not use the security deposit for rent or other charges while the resident is living in the unit.

Within 30 days of move-out, the PHA will refund to the resident the amount of the security deposit (including interest earned on the security deposit), less any amount needed to pay the cost of unpaid rent, damages listed on the move-out inspection report that exceed normal wear and tear, and other charges due under the lease.

The PHA will provide the resident with a written list of any charges against the security deposit within 10 business days of the move-out inspection. If the resident disagrees with the amount charged, the PHA will provide a meeting to discuss the charges.

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

🞎 *Option 2: Use the policy specified in the PHA’s current public housing lease. Delete the model ACOP language and insert the PHA’s policy.*

**8-I.F. PAYMENTS UNDER THE LEASE**

This section lists the PHA’s policies for rent payments, late fees and nonpayment, excess utility charges (where applicable), and maintenance or damage charges.

**Rent Payments [24 CFR 966.4(b)(1)]**

**☑ Decision Point: What requirements will the PHA establish for the payment of tenant rent and how will changes in the tenant rent be recorded? (Model ACOP, p. 8‑7)**

Things to Consider

* State law may dictate when rent must be paid if the first of the month falls on a weekend or holiday.
* The policy makes clear that as tenant rent changes, the family will be notified by a “Notice of Rent Adjustment” which will become an attachment to the lease.
* The lease must contain a provision or addendum that tenants will receive notification at least 30 days before an eviction for nonpayment of rent is filed.

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

The tenant rent is due and payable at the PHA-designated location on the first of every month. If the first falls on a weekend or holiday, the rent is due and payable on the first business day thereafter.

If a family’s tenant rent changes, the PHA will notify the family of the new amount and the effective date by sending a "Notice of Rent Adjustment" which will become an attachment to the lease.

🞎 *Option 2: Use the policy specified in the PHA’s current public housing lease. Delete the model ACOP language and insert the PHA’s policy.*

**Late Fees and Nonpayment [24 CFR 966.4(b)(3); 24 CFR 966.4(q) and (r)]**

**☑ Decision Point: How will the PHA handle late rent payments or nonpayment of rent? (Model ACOP, p. 8‑8)**

Things to Consider

* The model policy gives the family a five-day grace period to pay rent without any penalty.
* Regulations provide that the PHA is allowed, but not required, to charge a penalty for late payment of rent. Any late fee that is charged should be reasonable. The model policy calls for a late fee of $25.
* The regulations specify that late payment charges cannot be due and payable until 14 calendar days after written notice, and that the notice is considered an adverse action, and must meet the requirements governing a notice of adverse action [24 CFR 966.4(b)(4)]. Therefore, the model policy clarifies that notice and grievance hearing requirements are applicable.
* The model policy allows the PHA to waive the late fee in cases of documented financial hardship.
* The policy also clarifies that if a check is returned due to insufficient funds or because the account has been closed, the PHA will charge the family a fee to cover the costs associated with the returned check.
* In the case of nonpayment, while the regulations require a 30-day notice of lease termination for failure to pay rent.
* The PHA must not provide tenants with a termination notice prior to the day after the rent is due according to the lease.
* The PHA must not proceed with filing an eviction if the tenant pays the alleged amount of rent owed within the 30-day notification period.
* State law may impact the PHA’s policies for late payments and nonpayment.

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

If the family fails to pay their rent by the fifth day of the month, and the PHA has not agreed to accept payment at a later date, a 30-day Notice to Vacate will be issued to the resident for failure to pay rent, demanding payment in full or the surrender of the premises. The PHA will not proceed with filing an eviction if the tenant pays the alleged amount of rent owed within the 30-day notification period.

In addition, if the resident fails to make payment by the end of office hours on the fifth day of the month, a late fee of $25.00 will be charged. Notices of late fees will be in accordance with requirements regarding notices of adverse action. Charges are due and payable 14 calendar days after billing. If the family requests a grievance hearing within the required timeframe, the PHA may not take action for nonpayment of the fee until the conclusion of the grievance process. If the resident can document financial hardship, the late fee may be waived on a case-by-case basis.

When a check is returned for insufficient funds or is written on a closed account, the rent will be considered unpaid and a returned check fee of $25.00 will be charged to the family. The fee will be due and payable 14 days after billing.

🞎 *Option 2: Use the policy specified in the PHA’s current public housing lease. Delete the model ACOP language and insert the PHA’s policy.*

**Excess Utility Charges**

The imposition of charges for consumption of excess utilities is permissible only if such charges are determined by an individual check meter servicing the leased unit or result from the use of major tenant-supplied appliances [24 CFR 966.4(b)(2)]. **Delete this section if the PHA does not charge residents for excess utility usage.**

**☑ Decision Point: How will the PHA calculate and bill charges for excess utility usage? (Model ACOP, p. 8‑9)**

Things to Consider

* The regulations specify that charges cannot be due and payable until 14 calendar days after billing.
* The regulations clarify that charges for excess utility are considered an adverse action. Therefore, the model policy clarifies that notice and grievance hearing requirements are applicable.
* HUD guidance cautions that PHAs may not classify delinquent charges in addition to rent as “delinquent rent.” This is not permissible under the regulations. A lease termination for such delinquent charges is a termination for “other good cause,” not for nonpayment of rent [PH Occ GB p. 193].
* The regulations specify that residents may make requests for relief from surcharges for excess consumption of PHA-purchased utilities, or from payment of utility supplier billings in excess of the allowances for resident-purchased utilities. The PHA may grant such requests provided they are made on reasonable grounds, such as special needs of elderly, ill, or disabled residents, or special factors affecting utility usage not within the control of the resident. The PHA must adopt criteria for granting relief, and procedures for requesting relief, at the time the PHA adopts the methods and procedures for determining utility allowances. The PHA must provide notice of the availability of procedures for making requests (including identification of the PHA representative with whom initial contact may be made by residents), and the PHA’s criteria for granting requests in each notice to residents about changes to utility allowances or surcharges, and in information given to new residents upon admission [24 CFR 965.508].

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

When applicable, families will be charged for excess utility usage according to the PHA’s current posted schedule. Notices of excess utility charges will be mailed monthly and will be in accordance with requirements regarding notices of adverse actions. Charges are due and payable 14 calendar days after billing. If the family requests a grievance hearing within the required timeframe, the PHA may not take action for nonpayment of the charges until the conclusion of the grievance process.

Nonpayment of excess utility charges is a violation of the lease and is grounds for eviction.

The PHA may grant requests for relief from surcharges from excess utility consumption of PHA-furnished utilities as a reasonable accommodation where the PHA deems an exception is appropriate to meet the needs of elderly, ill, or disabled residents. In determining whether to grant this request, the PHA will consider special factors affecting utility usage that are not within the control of the resident such as the need for medical equipment. Residents may request relief in accordance with Section 2-II.C. of this ACOP. The PHA will process such requests in accordance with Section 2-II.E. of this ACOP.

Notice of the availability of procedures for requesting relief (including the PHA representative with whom initial contact may be made by the resident) and the PHA’s criteria for granting requests, will be included in each notice to residents of changes in utility allowances or surcharges as well as to new residents as part of the lease orientation.

🞎 *Option 2: Use the policy specified in the PHA’s current public housing lease. Delete the model ACOP language and insert the PHA’s policy.*

**Maintenance and Damage Charges**

**☑ Decision Point: How will the PHA calculate and bill charges for resident-caused damages to the unit, and for the costs of maintenance beyond normal wear and tear? (Model ACOP, p. 8‑10)**

Things to Consider

* "Beyond normal wear and tear" is defined as damage that could be charged against the tenant's security deposit under state law or court practice.
* Regulations specify that charges cannot be due and payable until 14 calendar days after billing.
* Although typically charges will be made based on a schedule of charges, the policy clarifies how the PHA will determine the amount to charge if the work performed is not on the schedule.
* The regulations clarify that damage and maintenance charges are considered an adverse action. Therefore, the model policy clarifies that notice and grievance hearing requirements are applicable
* HUD guidance cautions that PHAs may not classify delinquent charges in addition to rent as “delinquent rent.” This is not permissible under the regulations. A lease termination for such delinquent charges is a termination for “other good cause,” not for nonpayment of rent [PH Occ GB, p. 193].

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

When applicable, families will be charged for maintenance and/or damages according to the PHA’s current schedule. Work that is not covered in the schedule will be charged based on the actual cost of labor and materials to make needed repairs (including overtime, if applicable).

Notices of maintenance and damage charges will be mailed monthly and will be in accordance with requirements regarding notices of adverse actions. Charges are due and payable 14 calendar days after billing. If the family requests a grievance hearing within the required timeframe, the PHA may not take action for nonpayment of the charges until the conclusion of the grievance process.

Nonpayment of maintenance and damage charges is a violation of the lease and is grounds for eviction.

🞎 *Option 2: Use the policy specified in the PHA’s current public housing lease. Delete the model ACOP language and insert the PHA’s policy.*

**PART II: INSPECTIONS**

**8-II.A. OVERVIEW**

This section provides an overview for Part II. **No policy decisions are required.**

**8-II.B. PHA-CONDUCTED INSPECTIONS**

This section discusses various types of inspections which may be performed by the PHA.

**Types of PHA-Conducted Inspections**

***Move-In Inspections* [24 CFR 966.4(i)]**

**☑ Decision Point: Which family member(s) will be required to attend the move-in inspection? (Model ACOP, p. 8‑11)**

Things to Consider

* Regulations require a pre-occupancy inspection by the PHA and the “tenant or representative.” PHA policy needs to further define what is meant by this.
* The PHA could require attendance by the head of household, head and spouse, head or spouse, or any adult family member.
* Consideration should be given to family members who are employed.
* To provide maximum flexibility to the PHA and the family, the model policy states that any adult family member may attend the inspection and sign the inspection form for the head of household.
* If the PHA requires attendance by the head of household and/or spouse, the PHA should consider making exceptions on a case-by-case basis if their attendance would cause a hardship.

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

Any adult family member may attend the initial inspection and sign the inspection form for the head of household.

🞎 *Option 2: Use the policy specified in the PHA’s current public housing lease. Delete the model ACOP language and insert the PHA’s policy.*

***Move-Out Inspections* [24 CFR 966.4(i)]**

**☑ Decision Point: When will the PHA provide the tenant with a statement of charges for maintenance and damages after conducting a move-out inspection? (Model ACOP, p. 8‑12)**

Things to Consider

* For administrative ease, the model policy gives the PHA 10 business days (the standard time frame used throughout much of the plan) to provide the tenant with a statement of charges following a move-out inspection.
* This policy is consistent with the policy in Section 8-I.F., Security Deposits, therefore, any changes made to this policy must also be made in Section 8-I.F.

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

When applicable, the PHA will provide the tenant with a statement of charges to be made for maintenance and damage beyond normal wear and tear, within 10 business days of conducting the move-out inspection.

🞎 *Option 2: Use the policy specified in the PHA’s current public housing lease. Delete the model ACOP language and insert the PHA’s policy.*

***Self-Inspections* [24 CFR 5.707]**

Annually all PHAs are required to self-inspect their properties, including all units, to ensure units are maintained in accordance with NSPIRE standards. **No policy decisions are required.**

***Quality Control Inspections***

While quality control inspections are not required by regulation, most PHAs implement them in order to monitor the quality of inspections and to ensure that defects are identified and repaired in a timely manner.

**☑ Decision Point: How will the PHA monitor the quality of unit inspections? (Model ACOP, p. 8‑12)**

Things to Consider

* The PHA is not required to reinspect a specific percentage of units; however, it is good practice to build-in a quality control component to the inspection process.
* The model policy states that quality control inspections will be done in accordance with the PHA’s maintenance plan.
* If the PHA’s maintenance plan does not call for quality control inspections, the maintenance plan should be modified, or this policy should be deleted.
* If you want to include a policy on quality control inspections in the ACOP instead of the maintenance plan, select Option 2.

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

Supervisory quality control inspections will be conducted in accordance with the PHA’s maintenance plan.

🞎 *Option 2: Use PHA-established policy. Edit the model ACOP language or delete it and insert the PHA’s policy.*

On an annual basis, the PHA will conduct supervisory quality control inspections of annual and move-out inspections, on 5 percent of all units, or 5 total units, whichever is greater. Quality control inspections will be completed within 45 days of the original inspection.

🞎 *Option 3: Use PHA-established policy. Edit the model ACOP language or delete it and insert the PHA’s policy.*

***Special Inspections***

This section lists additional inspections that the PHA may wish to conduct.

**☑ Decision Point: What types of special inspections will the PHA conduct? (Model ACOP, p. 8‑13)**

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

PHA staff may conduct a special inspection for any of the following reasons:

Housekeeping

Unit condition

Suspected lease violation

Preventive maintenance

Routine maintenance

There is reasonable cause to believe an emergency exists

🞎 *Option 2: Use PHA-established policy. Edit the model ACOP language or delete it and insert the PHA’s policy.*

***Other Inspections***

This section describes the PHA’s policies for inspecting areas of the development other than dwelling units.

**☑ Decision Point: How will the PHA schedule inspections of building exteriors, grounds, common areas and systems? (Model ACOP, p. 8‑13)**

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

Building exteriors, grounds, common areas and systems will be inspected according to the PHA’s maintenance plan.

🞎 *Option 2: Use PHA-established policy. Edit the model ACOP language or delete it and insert the PHA’s policy.*

**Notice of Entry**

***Non-emergency Entries [24 CFR 966.4(j)(1)]***

**☑ Decision Point: How will the PHA notify families of non-emergency unit entries? (Model ACOP, p. 8‑13)**

Things to Consider

* Regulations require that residents must be notified in writing at least two days before any non-emergency entry. The model policy uses this two-day timeframe for all inspections except regular annual inspections.
* The model ACOP suggests notifying residents two weeks prior to the regular annual inspection. This is optional and is intended to encourage residents to prepare the unit for inspection.
* Many PHAs have a clause in their leases that “request for maintenance constitutes permission to enter the unit.” This simplifies maintenance delivery and reduces lost staff time in trying to connect with tenants who are in and out [PH Occ GB, p. 200]. The model policy incorporates this approach.
* Section 9.4 of HUD’s ACOP Development Guide contains recommended sample language regarding management access to the unit for inspections and repairs as it relates to units where a pet resides [ACOP Development Guide, Chapter 9, p. 12]. The model policy is adapted from HUD’s sample language and in alignment with the repairs policy later in this section. and the pet policies in Section 10-II.D. If your PHA chooses not to adopt this policy with regard to units with pets, you will also need to modify the policies in those sections accordingly.

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

The PHA will notify the resident in writing at least 48 hours prior to any non-emergency inspection.

For regular PHA annual self-inspections, the family will receive at least two weeks written notice of the inspection to allow the family to prepare the unit for the inspection.

Entry for repairs requested by the family will not require prior notice. Resident-requested repairs presume permission for the PHA to enter the unit.

Except for emergencies, management will not enter the dwelling unit to perform inspections where a pet resides unless accompanied for the entire duration of the inspection by the pet owner or responsible person designated by the pet owner in accordance with the pet policies in Section 10-II.D.

🞎 *Option 2: Use the policy specified in the PHA’s current public housing lease. Delete the model ACOP language and insert the PHA’s policy.*

***Emergency Entries***

The PHA may enter a unit at any time without notice if there is reasonable cause to believe an emergency exists. **No policy decisions are required**.

**Scheduling of PHA-Conducted Inspections**

**☑ Decision Point: What policies will the PHA adopt for scheduling and rescheduling non-emergency inspections? (Model ACOP, p. 8‑14)**

Things to Consider

* Regulations state that the resident must permit the PHA to enter the unit for non-emergency purposes “during reasonable hours.” The model ACOP suggests using business hours.
* For inspections requiring resident attendance, the policy should provide for exceptions to the PHA’s policies on rescheduling inspections when there are medical or other good cause reasons.

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

Inspections will be conducted during business hours. If a family needs to reschedule an inspection, they must notify the PHA at least 24 hours prior to the scheduled inspection. The PHA will reschedule the inspection no more than once unless the resident has a verifiable good cause to delay the inspection. The PHA may request verification of such cause.

🞎 *Option 2: Use PHA-established policy. Edit the model ACOP language or delete it and insert the PHA’s policy.*

**Attendance at Inspections**

**☑ Decision Point: What are the PHA’s policies regarding attendance at inspections and entry of the unit when no one is at home? (Model ACOP, p. 8‑14)**

Things to Consider

* Regulations do not require the resident to be present for inspections except at move-in.
* Some PHAs require an adult family member to be present for any unit entry. This can create hardships for employed residents, but is a permissible policy.
* Some PHAs require two PHA staff members to be present for inspections if no adult family member is at home. This can substantially impact staff resources.

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

While the resident is required to be present for move-in inspections, the resident is not required to be present for other types of inspections. The resident may attend the inspection if they wish.

If no one is at home, the inspector will enter the unit, conduct the inspection and leave a copy of the inspection report in the unit.

🞎 *Option 2: Use PHA-established policy. Edit the model ACOP language or delete it and insert the PHA’s policy.*

**Repairs**

***Emergency Repairs* [24 CFR 966.4(h)]**

When the unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants, PHA actions are largely mandated by regulation and not subject to policy decisions. Under NSPIRE, the PHA must correct all Life-Threatening and Severe deficiencies within 24 hours. **No policy decisions are required.**

***Non-emergency Repairs***

**☑ Decision Point: How quickly must the PHA correct non-emergency deficiencies or conditions, and how will the PHA access the unit? (Model ACOP, p. 8‑15)**

Things to Consider

* Under PHAS, PHAs are graded on their ability to complete non-emergency work orders within an established time frame. To receive an “A” grade all non-emergency work-orders must be completed within an average of 25 days.
* The model policy sets a 15 business day time frame for the PHA to complete non-emergency work-orders, and allows for exceptions for reasons beyond the PHA’s control. Although this time frame is shorter than what is required for an “A” grade under PHAS, it still provides the PHA with enough time to complete the vast majority of work orders.
* If it is not possible for your PHA to complete non-emergency work orders within a 15 business day time frame, the model policy should be edited accordingly.
* Whatever time frame is established, PHAs should ensure that the policy will be responsive to residents, result in well maintained units, and lead to an acceptable score under PHAS.
* The model policy also clarifies that residents must allow the PHA access to the unit to make repairs.
* Section 9.4 of HUD’s ACOP Development Guide contains recommended sample language regarding management access to the unit for inspections and repairs as it relates to units where a pet resides [ACOP Development Guide, Chapter 9, p. 12]. The model policy is adapted from HUD’s sample language and in alignment with the inspection policies elsewhere in Section 8-II.B. and the pet policies in Section10-II.D. If your PHA chooses not to adopt this policy with regard to units with pets, you will also need to modify the policies in those sections accordingly.

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

The PHA will correct deficiencies resulting in a non-emergency work order identified during a PHA conducted inspection within 15 business days of the inspection date. If the PHA is unable to make repairs within that period due to circumstances beyond the PHA’s control (e.g., required parts or services are not available, weather conditions, etc.) the PHA will notify the family of an estimated date of completion.

The family must allow the PHA access to the unit to make repairs.

Except for emergencies, management will not enter the dwelling unit to perform repairs where a pet resides unless accompanied for the entire duration of the repair by the pet owner or responsible person designated by the pet owner in accordance with the pet policies in Section 10-II.D.

🞎 *Option 2: Use PHA-established policy. Edit the model ACOP language or delete it and insert the PHA’s policy.*

**Resident-Caused Damages**

**☑ Decision Point: How will the PHA handle resident-caused damages? (Model ACOP, p. 8‑15)**

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

Damages to the unit beyond wear and tear will be billed to the tenant in accordance with the policies in 8-I.F., Maintenance and Damage Charges.

Repeated or excessive damages to the unit beyond normal wear and tear will be considered a serious or repeated violation of the lease.

🞎 *Option 2: Use PHA-established policy. Edit the model ACOP language or delete it and insert the PHA’s policy.*

**Housekeeping**

**☑ Decision Point: What standards and policies will the PHA adopt for housekeeping violations? (Model ACOP, p. 8‑15)**

Things to Consider

* The lease terms must require residents to comply with all state and local building and housing codes, to keep the dwelling unit in a clean and safe condition, to dispose of all waste in a safe and sanitary manner, and to use appliances, facilities and services in a reasonable manner.
* The model ACOP addresses housekeeping issues that pose a non-emergency health or safety risk, encourage insect or rodent infestation, or cause damage to the unit. PHAs may adopt stricter or more specific requirements for housekeeping, so long as such policies are reasonable and are administered consistently.
* Some PHAs issue housekeeping citations or conduct conferences with residents to address housekeeping issue that do not rise to the level of health/safety hazards or cause damage to the unit. The model policy may be edited to reflect that type of approach.

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

Residents whose housekeeping habits pose a non-emergency health or safety risk, encourage insect or rodent infestation, or cause damage to the unit are in violation of the lease. In these instances, the PHA will provide proper notice of a lease violation.

A reinspection will be conducted within 30 days to confirm that the resident has complied with the requirement to abate the problem. Failure to abate the problem or allow for a reinspection is considered a violation of the lease and may result in termination of tenancy in accordance with Chapter 13.

Notices of lease violation will also be issued to residents who purposely disengage the unit’s smoke detector and/or carbon monoxide alarm. Only one warning will be given. A second incidence will result in lease termination.

🞎 *Option 2: Use PHA-established policy. Edit the model ACOP language or delete it and insert the PHA’s policy.*

**8-II.C. NSPIRE INSPECTIONS [24 CFR 5.705(c); Notice PIH 2023-16]**

During an NSPIRE inspection, REAC inspectors will inspect areas and associated items or components that are listed in the regulations as affirmative requirements and those included within the NSPIRE standards. For most properties, the frequency of NSPIRE inspections is determined by the date of the prior inspection and the score received.

**Notice to Residents [Notice PIH 2023-16]**

**☑ Decision Point: What is the PHA’s policy regarding notification to residents of an upcoming NSPIRE inspection by HUD REAC? (Model ACOP, p. 8‑16)**

Things to Consider

* In accordance with Notice PIH 2023-16, the PHA must provide notice to all residents as described in 24 CFR 5.711(h) and the lease.
* While REAC provides the PHA with a 28-calendar-day notice for an NSPIRE inspection, the regulations do not address how much notice the PHA is required to give residents.
* Notice PIH 2023-16 suggests the PHA give residents at least seven days’ notice, and the model ACOP adopts this language.
* The notice also advises that the PHA should communicate with residents through multiple communication methods.
* Notification may be provided through paper or electronic means, including email, text messaging, or through notices posted on the community bulletin board, halls, or doors. HUD reminds PHAs that all materials, notices, and communications to families regarding the REAC inspection must be clearly communicated and provided in a manner that is effective for persons with hearing, visual, and other communication-related disabilities consistent with Section 504 of the Rehabilitation Act (Section 504) and HUD’s Section 504 regulation, and Titles II or III of the Americans with Disabilities Act (ADA) and implementing regulations.

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

The PHA will provide all residents with at least seven days’ notice of an NSPIRE inspection. Notice will be provided through multiple communication methods, including by posted notice on each resident’s door and through email where applicable. All materials, notices, and communications to families regarding the inspection will be clearly communicated and provided in a manner that is effective for persons with hearing, visual, and other communication-related disabilities consistent with Section 504 of the Rehabilitation Act (Section 504) and HUD’s Section 504 regulation, and Titles II or III of the Americans with Disabilities Act (ADA) and implementing regulations.

🞎 *Option 2: Use PHA-established policy. Edit the model ACOP language or delete it and insert the PHA’s policy.*

**24-Hour Corrections [24 CFR 5.711(c); Notice PIH 2023-16]**

At the conclusion of the NSPIRE inspection, or at the end of the day on multi-day inspections, HUD provides the PHA with a list of Life-Threatening and Severe deficiencies. The PHA must correct all Life-Threatening and Severe deficiencies within 24 hours, with certification of correction submitted to HUD within two business days of receipt of notification of the deficiency.

**☑ Decision Point: What are the PHA’s policies regarding 24-hour repairs? (Model ACOP, p. 8‑17)**

Things to Consider

* The 24-hour timeframe commences immediately upon notification and does not pause for non-working hours, including weekends.
* In the context of 24 CFR 5.711, *corrected* means the PHA has resolved or sufficiently addressed the deficiency in a manner that it no longer poses a severe health or safety risk to residents.
* HUD recognizes that to permanently repair some deficiencies, the PHA may need additional time to acquire a licensed professional or supplies that may not be available in a 24-hour timeframe. As such, for Life-Threatening and Severe defects, HUD expects that permanent repairs will be completed expeditiously, and that evidence of the repair will be provided to HUD as described in 24 CFR 5.711(c)(1).
* NSPIRE allows interim repairs that remove a health and safety hazard even though those repairs are not permanent. Such interim repairs must be fully repaired within a reasonable timeframe approved by HUD. Interim repairs are not required to be aesthetically pleasing or conforming to other aspects of the building and HUD acknowledges that such repairs may have salient qualities that disproportionately attract attention. However, if the interim repair effectively removes the health and safety hazard until full or permanent repair is performed, and if full repair is completed within a HUD-approved timeframe, then the interim repair is acceptable under NSPIRE. If the interim repair is implemented prior to the inspection, the timeline for full repair, i.e., 24 hours, begins at the time of inspection, without regard to the time of the initial, pre-inspection implementation of the interim repair. The evidence of repair must be submitted within 48 hours after the 24-hour deadline, allowing 72 hours for the full process.

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

The PHA will correct all Life-Threatening and Severe deficiencies within 24 hours. Correcting the deficiency means the PHA will resolve or sufficiently address the deficiency in a manner that it no longer poses a severe health or safety risk to residents or the hazard is blocked until permanent repairs can be completed. A correction could include controlling or blocking access to the hazard by performing a temporary relocation of the resident while repairs are made.

While the PHA will complete all repairs expeditiously, if a permanent repair is not possible within 24-hours, the PHA will correct the deficiency by performing an interim repair to remove the health and safety hazard. If the correction is temporary or professional services or materials are unavailable within 24 hours, the PHA will provide a target date for permanent correction. Such interim repairs will be fully completed within a reasonable timeframe approved by HUD.

The family must allow the PHA access to the unit to make repairs.

🞎 *Option 2: Use PHA-established policy. Edit the model ACOP language or delete it and insert the PHA’s policy.*

**Non-emergency Repairs**

Under NSPIRE, the PHA must correct Moderate deficiencies within 30 days and Low deficiencies within 60 days, or as otherwise provided in the NSPIRE standards.

**☑ Decision Point: What are the PHA’s policies regarding 24-hour repairs? (Model ACOP, p. 8‑17)**

Things to Consider

* If permanent repair will take longer than the allowable time in the relevant standard for the deficiency, the POA or PHA must provide HUD with a timeframe for completing permanent repairs and submit evidence that the repair is in progress. Any extension to the allowable time for rectifying the deficiency is allowed only upon HUD approval for good cause.

🞎 *Option 1: Use the model ACOP language shown below. No changes to the model ACOP are needed.*

If the PHA is unable to make repairs within the periods identified in the NSPIRE standards due to circumstances beyond the PHA’s control (e.g., required parts or services are not available, weather conditions, etc.), the PHA will provide HUD with a timeframe for completing permanent repairs and obtain HUD approval. The PHA will also notify the family of an estimated date of completion.

The family must allow the PHA access to the unit to make repairs.

Except for emergencies, management will not enter the dwelling unit to perform repairs where a pet resides unless accompanied for the entire duration of the repair by the pet owner or responsible person designated by the pet owner in accordance with the pet policies in Section 10-II.D.

🞎 *Option 2: Use PHA-established policy. Edit the model ACOP language or delete it and insert the PHA’s policy.*

**FINALIZING THE DOCUMENT**

Take a final look at the changes you have made in this chapter of the ACOP.  
Have you:

(1) Added or subtracted any exhibits at the end of the chapter?  Yes  No.

(2) Added, subtracted or reordered any major sections (at the A, B, or C level?)  Yes  No

If you answered yes to either of these questions, you must adjust the chapter to match your changes.

**☑ Decision Point: Are any changes required to this chapter?**

No. No changes to the model policy are needed.

Yes. Edits only. Edit and insert PHA language as appropriate.

Yes. PHA changed the organization of the chapter. Adjust the chapter to reflect your changes **and** review the rest of the document to make sure that any references to section numbers are correct.

**☑ Decision Point: Are changes required in other chapters as a result of changes to this chapter?**

Check the “Things to Consider” under each decision point to identify if changes to the model policy will require changes to policies in other chapters of the ACOP.

No. Changes to other chapters are not necessary.

Yes. Changes to the following chapters are also required: