# NSPIRE for Housing Choice Voucher

**PowerPoints** 

Day 1- Part 1

August 2024

Nan McKay & Associates, Inc.

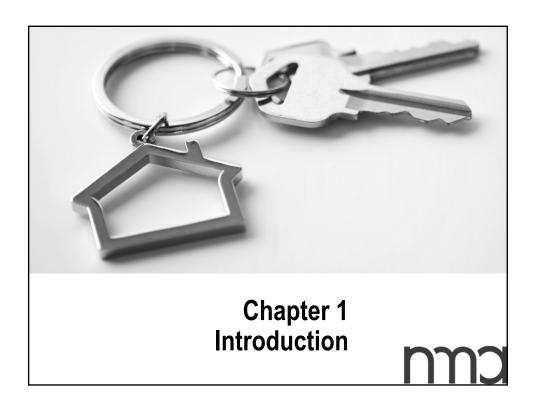
1810 Gillespie Way, Suite 202, El Cajon, CA 92020 1-800-783-3100 E-mail: info@nanmckay.com www.nanmckay.com

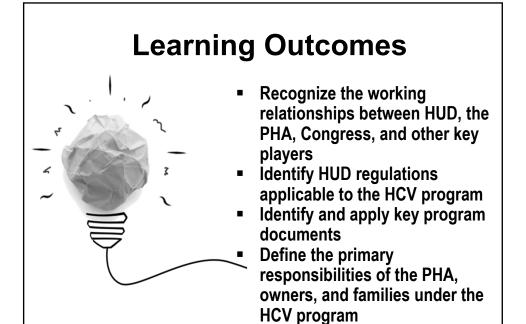


# NSPIRE for HCV (NSPIRE-V)

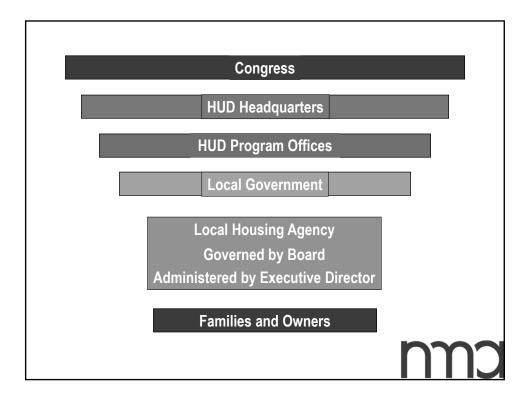


Experience — Leadership — Collaboration







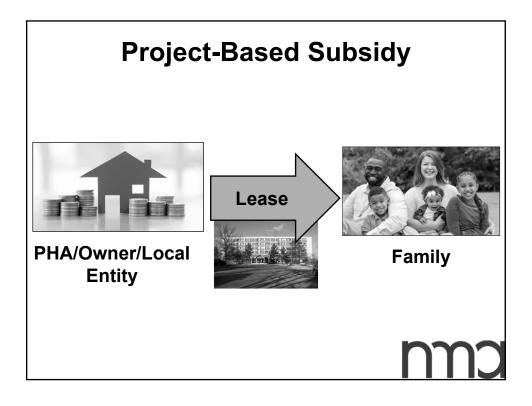


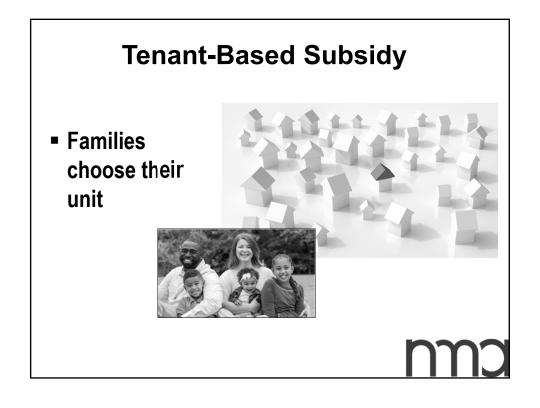
### **Role of Congress**

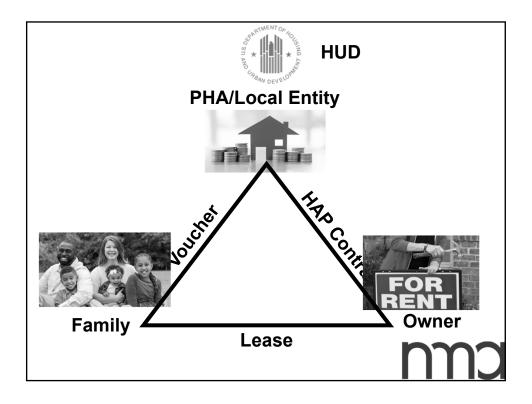


- Pass authorizing legislation for programs
- Pass appropriations bills to fund contractual obligations





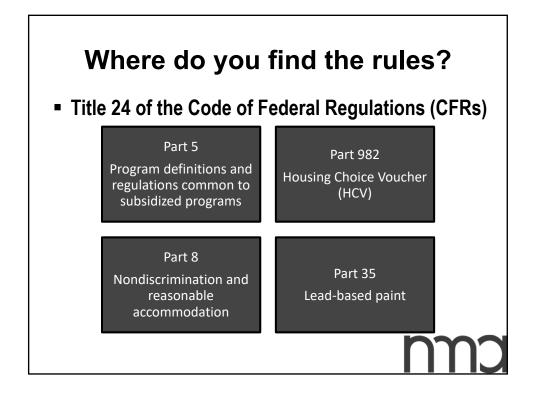




#### **How HUD Communicates**

- HUD home page:
  - www.hud.gov
- HUDCLIPS:
  - www.hud.gov/guidance
  - Handbooks, notices, forms, etc.
- NSPIRE home page:
  - https://www.hud.gov/program\_offices/public\_ indian\_housing/reac/nspire





#### **Program References**

- PIH Notices
  - Public and Indian Housing
  - Have a shelf life
- Guidebooks and handbooks
  - Contain regulations, clarifications, and guidance
- Past guidance if HUD has not issued anything new (think legal challenge)



# Annual Contributions Contract (ACC)

- Written contract between HUD and a PHA
- HUD agrees to make payments to the PHA
- PHA agrees to administer the program in accordance with HUD regulations and requirements



#### **Administrative Plan**

- Must have written policies
- Administrative plan is PHA's principal statement of policies for the HCV program
  - Adopted/approved by board
  - Submitted to HUD but HUD approval is not required



#### **Purpose of Policies**

- Provide daily guidance to PHA staff
- Ensure fair and equitable treatment
- Justify actions to auditors and in case of legal challenges



### The Voucher (HUD-52646)

- Document between family and PHA
- Authorizes the family to search for a unit
- Issued at initial admission and for moves
- Describes family obligations





# The Housing Assistance Payments (HAP) Contract

- Form HUD 52641
- Executed between PHA and owner
- Specifies rights and responsibilities of the owner and PHA
- Includes inspection checklist



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

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

#### Instructions for use of HAP Contract

Instructions for use of HAP Contract
This form of Housing Assistance Payments Contract (HAP contracts) is used to provide Section S teambehard assistance under
the contract of the Contract of the Contract of the Contract
U.S. Department of Housing and Urban Development (HIID).
The main regulation for this program is 24 Code of Federal
Regulations Part 982.
The local woucher program is administered by a public housing
agency (PHA). The HAP contract is an agreement between the
PHA and the owner of a unit occupied by an assisted family. The
HAP contract has three parts:
Part A Contract in information (fills.ims)

HAP contract has three parts.

Part A Contract information (fill-lim).
See section by section instructions.
Part B Body contract
Part C Tenury addendum
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amothize charges or you cowner to massinest elements. Such a probabilism must be added to Part A of the IAP contract. Language that defines when the hossing assistance payments are also also the property of the property of the property. Such language must be added to Part A of the IAP contract. To prepare the IAP contract, fill and contract information in Part A of the contract, fill and contract information in Part A of the contract, Fart A must then be executed by the owner and the PHA. Use for special hossing types In addition to use for the basic Section 8 voucher program, this form must also be used for the following "special housing types" which are worker program variants for special needs (see 24 CFR Part \$82, Subpart My; (1) single room occupancy (SRO) bensing; (2) congregate housing; (3) grup house; (4) shared the manufactured home and space. When this form is used for the manufactured home and space. When this form is used for special housing type, the special housing type shall be special housing used for the following special housing type under HUD regula-tions for the Section 8 voucher program: (Insert Name of Special Housing type):

However, this form may not be used for the following special housing types: (1) manufactured home space restal by a family that owns the manufactured home and leases only the space; (2) cooperative housing, and (3) the homeownership option; (a) cooperative housing, and (5) the homeownership option (a) cooperative housing, and (5) the homeownership option (2) and (3) the special of the special option (3) the sp

Section by Section Instructions Section 2: Tenant Enter full name of tenant.

Section 4. Household Members

Section 4. Heaseheld Members

Enter full names of all PIA-approved household members.
Specify if any such person is a live-in aide, which is a person
approved by the PIA to reside in the unit to provide supportive
services for a family member veho is a person with disabilities.
Section 5. Initial Leave Term

Enter first date and last date of finitial leave term.
The finitial leave must be far at least one year. However, the
PIA may approve a shorter initial leave term
miner that:

- mines that:

  o Such shorter term would improve housing opportunities for the tenant, and
  o Such shorter term is the prevailing local market practice.
  Section 6. Initial Rent to Owner

rent to owner.

Section 7. Housing Assistance Payment

Section 7. Heasing Assistance Payment

Enter the initial amount of the morthly busing assistance payment.

Section 8. Utilities and Appliances

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

Previous editions are obsolete

#### **HAP Contract**

- Term of HAP contract begins on first day of the term of the lease and ends on the last day of the term of the lease
  - Terminates if the lease terminates





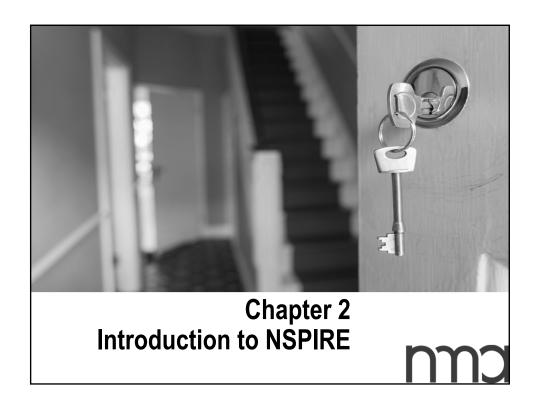


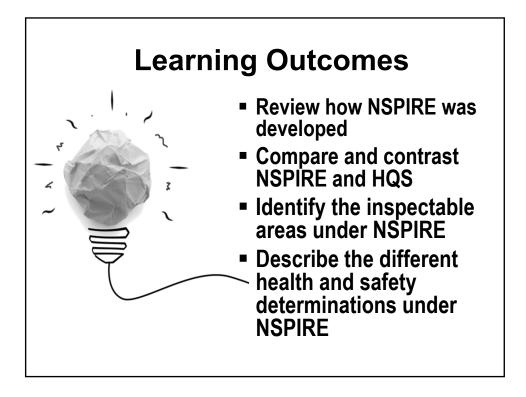
### **The Tenancy Addendum**

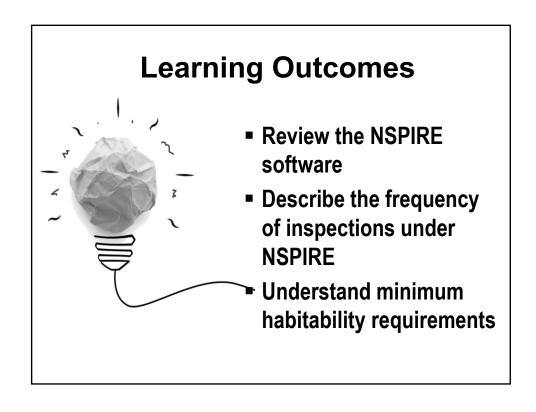
- Included in both HAP contract AND lease
  - Must be included as part of the owner's lease
  - Includes HUD program requirements
  - Where lease and TA conflict, TA prevails

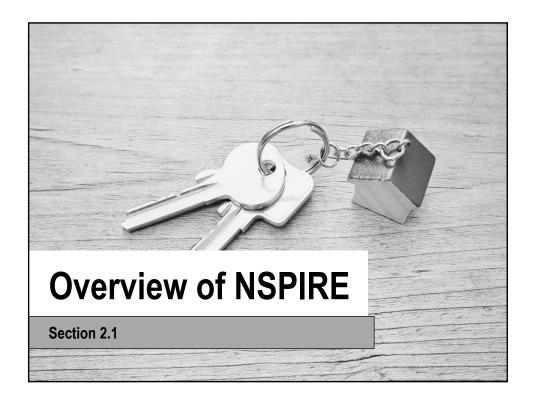












#### What is NSPIRE?

**National** 

Standards for the

**Physical** 

Inspection of

Real

**Estate** 





#### What is NSPIRE?

- New physical inspection model to inspect all HUD-assisted housing
- Developed by HUD's Real Estate Assessment Center (REAC)



#### What is REAC?

- Real Estate Assessment Center
  - Department of HUD that evaluates the physical condition of properties HUD has a financial interest or obligation to monitor
  - Conducts inspections to ensure HUDassisted housing meets certain standards



#### What does NSPIRE do?

- Aligns multiple HUD programs to a single set of inspection standards
  - Replaces Uniform Physical Condition Standards (UPCS) in public housing and Multifamily
  - Replaces Housing Quality Standards (HQS) in HCV and PBV



#### **NSPIRE Mission**

■ To ensure that all residents live in safe, habitable dwellings, the items and components located inside the building, outside the building, and within the units of HUD housing must be functionally adequate, operable, and free of health and safety hazards



### What are the goals of NSPIRE?

- Align housing quality expectations across HUD programs
- Prioritize health and safety of residents
  - Less focus on appearance
  - Increased emphasis on the unit
- Modernize HUD's inspection process
  - Decrease administrative burden on PHAs
  - Streamline appeal process in PH and MF
  - Improve service delivery



#### Who provided input?

- Industry experts
- Third-party vendors
- HUD REAC
- Healthy Homes
- PHAs
- O/As



#### Why now?

- Standards have not been updated for 20+ years
  - New continuous improvement model
- Address industry concerns
- Modernize inspection technology
- Congress directed HUD to align inspection standards across all HUD-assisted properties



#### How were standards developed?

- Deficiency rationales were used to create standards
  - Each deficiency has a clearly expressed and well-supported statement that explains why that deficiency is being inspected
  - Describes the potential impact if the issue were present at a property
  - The "why" of the standard



Rationales – Resident Focus		
Code	Category	Description
R1	Health	Condition could affect resident's mental, or physical, or psychological state.
R2	Safety	Resident could be injured because of this condition.
R3	Sanitary	Special sub-set of health hazards related to hygiene. Resident cannot clean or dispose of waste or does not have clean drinking water.
R4	Security	Resident cannot control access to unit or property because of this condition.
R5	Privacy	Condition limits the resident's reasonable expectation of privacy in their dwelling.
R6	Usability or Operability of Fixtures	Because of this condition, the resident is unable to use certain fixtures, features, or appliances, which are reasonably assumed to be part of their rent.
R7	Increased Monetary Impact to Resident	Resident would incur additional costs because of this condition.

Rationales – Property Focus		
Code	Category	Description
M1	Corrective Maintenance	It is reasonable to expect a tenant to report this deficiency, and for facilities management to prioritize a work order response to fix that deficiency.
M2	Routine Maintenance	It is reasonable to expect that this deficiency would be identified through routine daily observations and facilities management would prioritize work orders to fix this deficiency.
M3	Preventative Maintenance	This defect indicates that a property is not following preventative maintenance practices for the item or equipment. *This only applies to items that would normally have preventive maintenance plans.
M4	Capital Cost	This defect, on its own, is significant enough to be a capital cost to repair.
M5	Increased Monetary Impact on HUD	HUD would incur additional costs due to this condition (e.g., such as energy inefficiency).
M6	Structural	This condition indicates potential structural failure of the building or a loadbearing component *May be linked to safety depending on location.
PP1	Market Appeal	If this defect occurs, HUD or the property would suffer reputational harm.

#### **NSPIRE Timeline**

8/21/19: NSPIRE announced

■ 7/1/23: Public Housing effective date

■ 10/1/25: Effective date of NSPIRE final rule for HCV

■ 10/1/25: HQS sunsets



#### **NSPIRE-V Timeline**

- On 6/14/24 HUD extended the compliance date for NSPIRE-V from 10/1/24 to 10/1/25 to give PHAs additional time to transition to the NSPIRE standards
  - HUD encourages any PHA that is ready to implement NSPIRE to do so at their earliest convenience.



### NSPIRE Standards Effective Prior to 10/1/25

 NSPIRE Standard for Carbon Monoxide Alarms will still apply during this extension because it implements Congressional requirements already in effect



## NSPIRE Standards Effective Prior to 10/1/25

- HUD will update the NSPIRE Smoke Alarm standard to implement the requirements enacted by Congress for either hard wired or sealed, 10-year batteries smoke alarms
- PHAs will be required to be in compliance with this new standard before 12/29/24, even if they are still under HQS



### NSPIRE Standards Effective Prior to 10/1/25

- The Visual Assessment Standard for Potential Lead-Based Paint Hazards still applies
  - NSPIRE did not revise the existing requirements under the regulations



### NSPIRE Standards Effective Prior to 10/1/25

■ PHAs that have existing approvals for acceptability criteria variations will still need these approvals reviewed by HUD, but this deadline is extended to before 10/1/25



#### **NSPIRE-V Administrative Notice**

- On August 9, 2024, HUD issued Notice PIH-2024-26, NSPIRE Administrative Procedures for the Housing Choice Voucher (HCV) Programs, Revision 1
  - Revised version of Notice PIH 2023-28, published on September 29, 2023
  - It replaces all HQS guidance previously issued by HUD
  - HUD will issue updates to HCV guidance materials for NSPIRE later this year

#### **NSPIRE-V Administrative Notice**

- Notification requirements
  - PHAs that previously notified HUD that they were delaying implementation of NSPIRE to October 1, 2024, and now plan to further delay implementation to October 1, 2025, are not required to provide any further notification
  - PHAs that have already implemented NSPIRE and have notified HUD of this fact, are not required to provide any further notification



#### **NSPIRE-V Administrative Notice**

- Notification requirements
  - PHAs that previously notified HUD that they were delaying implementation of NSPIRE to any date prior to October 1, 2024, but would like to change that date to another date prior to October 1, 2025, must notify HUD
  - PHAs that previously notified HUD that they were delaying implementation of NSPIRE to any date prior to October 1, 2024, but have not implemented and now plan to further delay implementation to October 1, 2025, must notify HUD

#### **NSPIRE-V Administrative Notice**

PHAs with units subject to HQS inspections conducted prior to the NSPIRE-V effective date should hold those units and owners subject to HUD's and the PHA's HQS administrative and enforcement policies in effect at the time of those inspections.



#### **Compliance with NSPIRE-V**

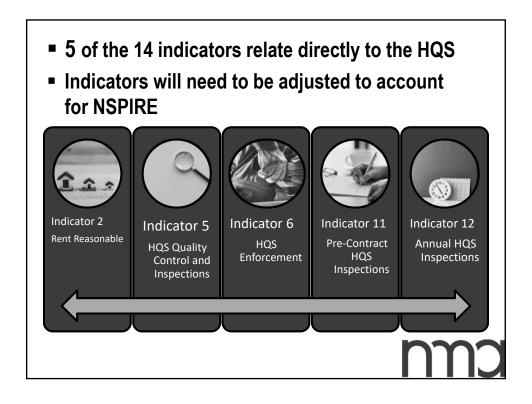
- Compliance with NSPIRE-V is required to:
  - Provide protection to tenants
  - Ensure that minimum and maximum acceptability standards are met
- Monitored under the Section 8 Management Assessment Program (SEMAP)

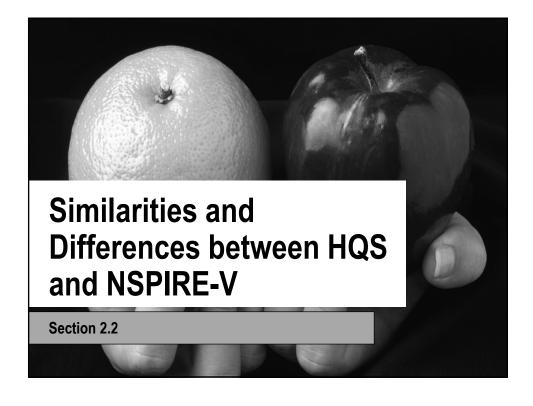


#### **SEMAP**

- Section 8 Management Assessment Program (SEMAP) was created to:
  - Objectively measure the PHA's performance in key areas
  - Identify management capabilities and deficiencies
  - Improve HUD's risk assessment for each problem identified
  - Provide a self-assessment tool for PHAs







#### What's the same?



- Inspections based on pass/fail
- Inspections are done annually/biennially
- While inspectable areas are different, looking at similar components





- Greater emphasis on:
  - Health, safety, and functionality defects
- Less emphasis on:
  - Condition and appearance defects
  - Non-H&S items



#### **Differences**

- Replaces "decent, safe, and sanitary, and in good repair"
- With "safe, habitable dwellings" that are "functionally adequate, operable, and free of health and safety hazards"





- Objective deficiency criteria
- Adds affirmative habitability requirements
- 3 inspectable areas
- Removes the "Site and Neighborhood" requirement for HCV
- 24 CFR 5.707 exempts landlords participating in HCV, PBV, and Section 8 Mod Rehab programs from any selfinspection requirements.

#### **Differences**



- Life-threatening deficiencies
  - Increased number
  - Criteria is clearer and more objective
  - Example: carbon monoxide alarms and ventilation
  - Example: smoke alarms





- More stringent requirements regarding:
  - Heating
  - Call-for-aid systems
  - GFCI/AFCI
  - Electrical outlets
  - Mold-like substances
  - Infestation
  - Structural systems

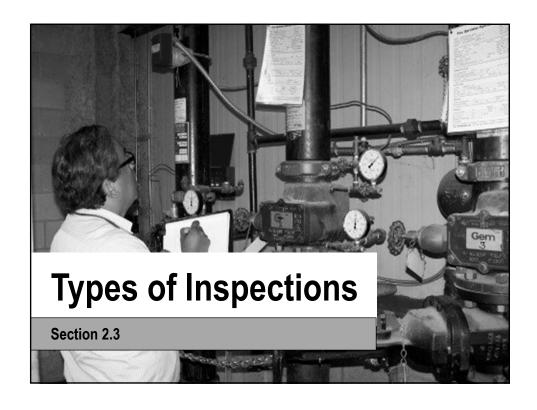
- Smoke alarms
- Carbon monoxide alarms
- Fire doors
- Gas-fueled appliance exhaust
- Guardrails





- Inspectors will not cite:
  - Countertops
  - Water stains that aren't wet (i.e., previous leaks)
- Non-safety/security fencing
- Pools (Do cite trip hazards, sharp edges, etc. if present)





### Types of Inspections in HCV

#### Initial

- All units
- Prior to the start of the lease
  - Unless **HOTMA** provisions adopted

- All units
- At least once every 24 months

#### Special

- As needed
- Determine units meet **NSPIRE-V**

#### **Initial Inspections**

- PHAs are required to inspect units before they become a part of the HCV program
- Each unit is inspected prior to execution of the assisted lease and HAP contract
  - Unless HOTMA provision adopted
- Should be conducted within 15 days of inspection request



#### **Owner Disapproval**

 Under the HCV regulations, the PHA may disapprove an owner that has a history of noncompliance with inspections requirements or a practice of renting units that fail to meet state or local housing codes



### **Actions After Initial Inspection**

- The PHA notifies the family and the owner of the results of the initial inspection
  - If the unit meets NSPIRE-V standards, the PHA continues the unit and owner approval process
  - If the unit fails, the owner and family are notified, and deficiencies must be corrected prior to the unit being approved



#### **Biennial and Annual Inspections**

- Inspections conducted for all units not less than biennially (every 24 months)
  - Must still conduct complaint inspections
  - May still perform annual inspections
  - May perform a mix of annual and biennial
    - For reasons related to owner's record compliance



#### **Alternative Inspections**

- May rely on alternative inspection methods
  - LIHTC, HOME or performed by HUD REAC
    - PHA identifies method in admin plan
  - Other inspection methods
    - PHA must first get HUD approval
- After a PHA implements NSPIRE-V, previous alternative inspection methods approved by HUD must be re-analyzed by the PHA against NSPIRE-V standards and resubmitted to HUD for review and approval.



#### **Alternative Inspections**

- HUD expects these determinations to be made in approximately 30-45 days.
  - PHAs should continue business as usual while HUD makes these determinations.
- Any approved alternative inspection methods, including those already approved by regulation, must be identified in the PHA's admin plan.

#### **Alternative Inspections**

- If the PHA is denied the use of an alternative inspection method requested, the PHA must revise its inspection protocol to meet the NSPIRE-V standards before October 1, 2025.
- Only applies to annual/biennial inspections
  - May not use for initial or interim inspections



### Actions After Completion of Annual/Biennial

 Notify family and owner of results in writing and specify time period for corrections



#### Reinspection/Verification

- Reinspection or PHA verification that all deficiencies (failed and inconclusive) have been corrected is required
  - May accept owner self certification or photos
    - May tie to severity of correction or experience with owner
  - Should include verification process in admin plan



#### **Abatement**

- If an owner fails to make required repairs,
   PHA must stop (abate) HAP or terminate
   the HAP contract
- Once deficiencies have been corrected, HAP may be resumed
  - Payments may not be made for the period of abatement



#### **Reinspection Fees**

- PHA may never charge owners for:
  - Family-caused deficiencies
  - Initial inspections
  - Regularly scheduled inspections
  - Inspector unable to gain access to the unit
  - New deficiencies identified during a reinspection



#### **Reinspection Fees**

- Optional: PHA may establish a reasonable fee for reinspections in two situations:
  - Owner notifies PHA that a repair was made and subsequent reinspection shows it wasn't
  - Allotted time period for repair has lapsed and reinspection shows repair was not made
    - Regardless of whether the owner said it was or not



#### **Special Unit Inspections**

- If a participant or government official reports life-threatening (24-hour) conditions, PHA must inspect the unit within 24 hours of when the PHA received notification
- If condition is not life-threatening, PHA must inspect the unit within 15 days of when the PHA received the notification



# **Inspectable Areas**





INSIDE



OUTSIDE



#### **Unit Definition**

 Interior components of an individual dwelling where the resident lives





# **Unit Examples**

- Balcony
- Bathroom
- Call-for-aid
- Carbon monoxide devices
- Ceiling
- Doors
- Electrical systems
- Enclosed patios
- Floors

- HVAC (where individual units provided)
- Kitchen
- Lighting
- Outlets
- Smoke alarms
- Stairs
- Switches
- Walls
- Water heater
- Windows



#### **Inside Definition**

 Common areas and building systems within the building interior and are not inside a unit





# **Inside Examples**

- Basements
- Interior or attached garages
- Enclosed carports
- Restrooms
- Closets
- Utility rooms
- Mechanical rooms
- Community rooms
- Day care rooms

- Halls
- Corridors
- Stairs
- Shared kitchens
- Laundry rooms
- Offices
- Enclosed porches, patios, and balconies,
- Trash collection areas



#### **Outside Definition**

 Building site, building exterior components, and any building systems located outside of the building or unit





#### **Outside Examples**

- Fencing
- Retaining walls
- Grounds
- Lighting
- Mailboxes
- Project signs
- Parking lots
- Detached garages or carports

- Driveways
- Play areas and equipment
- Refuse disposal
- Storm draining
- Non-dwelling buildings
- Walkways



#### **NSPIRE-V Standards**

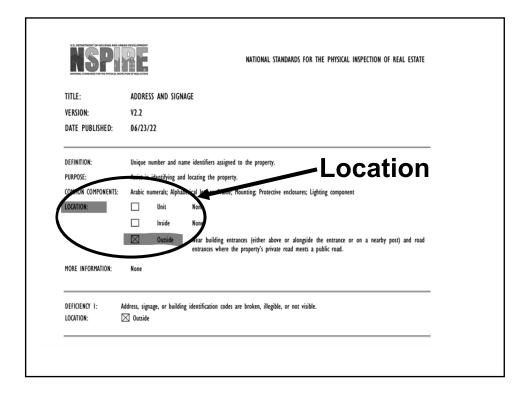
 NSPIRE-V standards only apply to units occupied or to be occupied by HCV participants and the common areas and exterior areas which either service or are associated with the unit



# Inspectable Areas in the Standards

- Each standard identifies the inspectable area(s) where the standard is located
  - Some standards are only applicable to one inspectable area
  - Typically, most standards are applicable to multiple areas



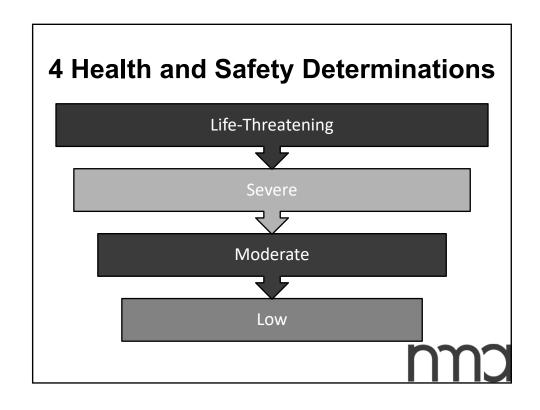


#### **Non-Inspectable Areas**

- Inspectors will not inspect areas of the property that are not considered housing or part of the housing project
  - Commercial or market-rate space used for nonresidential purposes
  - Sidewalks, fencing, roads and parking lots not owned or maintained by the property







# **Life-Threatening Definition**

 Deficiencies that, if evident in the home or on the property, present a high risk of death or sever illness or injury to the resident





#### **Severe Definition**

- Deficiencies that, if evident in the home or on the property present a high risk of:
  - Permanent disability, or serious injury or illness, to a resident;
  - Or the physical security or safety of a resident or their property would be seriously compromised



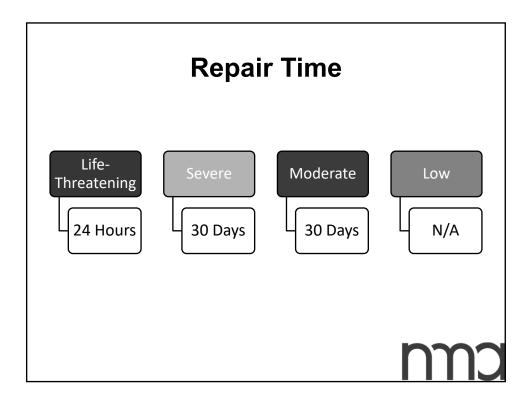
#### **Moderate Definition**

- Deficiencies that, if evident in the home or on the property, present a moderate risk of:
  - An adverse medical event requiring a healthcare visit;
  - Cause temporary harm;
  - Or if left untreated, cause or worsen a chronic condition that may have long-lasting adverse health effects;
  - Or that the physical security or safety of a resident or their property could be compromised

#### **Low Definition**

 Deficiencies critical to habitability but not presenting a substantive health or safety risk to residents





#### **Repair Time**

If a failed deficiency (Life-Threatening, Severe, or Moderate) is not corrected within the required timeframe, the PHA must initiate Housing Assistance Payment Contract enforcement, which can include withholding or abatement of assistance payments, terminations, or relocations.



#### 24 Hour Correction

- Life-Threatening deficiencies must be corrected within 24 hours of receipt of notice
  - 24-hour timeframe starts immediately upon notification
  - It does not pause for non-working hours, including the weekend



# **HOTMA Life-Threatening List**

- HUD included the HOTMA LT list in the NSPIRE standards and it will become mandatory for all HCV PHAs at the time of NSPIRE-V implementation
  - Previously, the list was either discretionary and up to the PHA, or PHAs were required to adopt HUD's HOTMA LT List if they had implemented HOTMA's initial inspection provisions

#### **HOTMA Life-Threatening List**

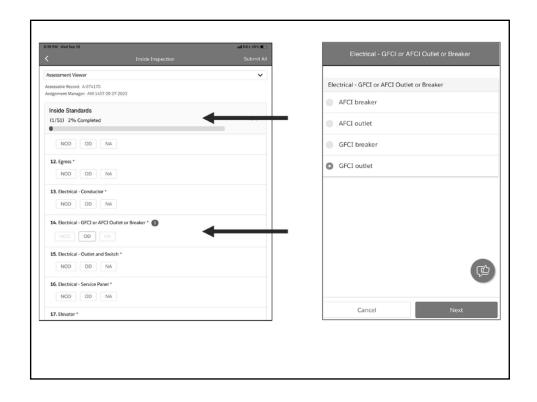
- If a PHA wishes to include additional LT deficiencies beyond the HOTMA LT List, they would need to be identified and adopted as LT into the PHA's admin plan.
- Any HUD-approved acceptability criteria variations that the PHA would like to identify as LT under NSPIRE-V, will also need to be identified and adopted as LT into the PHA's admin plan.

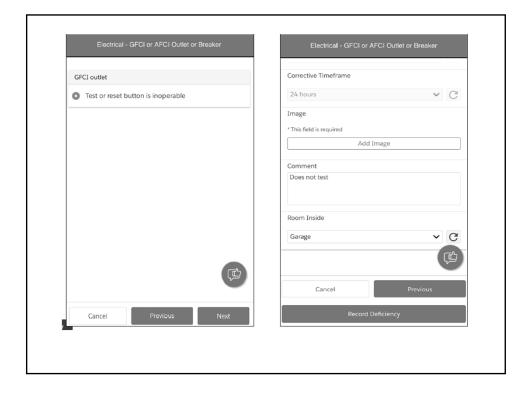


#### **Software Overview**

- Free, HUD-developed software
- Used by REAC during NSPIRE inspections in public housing
- May be used by the PHA in HCV
  - Not required
  - May still use in-house operating systems or those provided by 3rd party software vendors

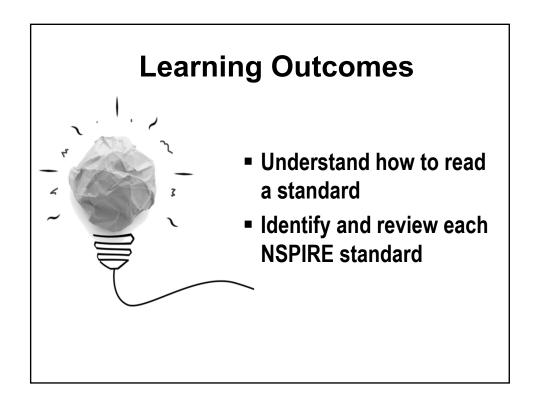












#### State and Local Codes

- State and local code compliance is not part of the determination of whether a unit passes the standards for the condition of HUD housing under this section for the HCV and PBV programs
- However, PHAs have the ability to consider variations in local laws and practices and provide appropriate flexibility to facilitate the efficient provision of assistance

#### **Acceptability Criteria Variations**

- HUD may approve variant inspection standards for the HCV and PBV programs.
  - After a PHA's implementation of NSPIRE-V, previous variation approvals under HQS that do not align with NSPIRE standards must be rereviewed by HUD.



# **Acceptability Criteria Variations**

- NSPIRE will no longer allow for the use of unvented, fuel-burning space heaters because of the risk of carbon monoxide exposure.
- For PHAs that continue to use HQS on or after October 1, 2023, and currently have a HUD-approved variation allowing the PHA to approve the use of unvented, fuel-burning space heaters, this approval will be rescinded effective January 1, 2024.



#### **Acceptability Criteria Variations**

- Any approved variations must be added to the PHA's admin plan.
- If the PHA is denied the use of a variation, the PHA must revise its inspection protocol to meet the NSPIRE-V standards before October 1, 2025.



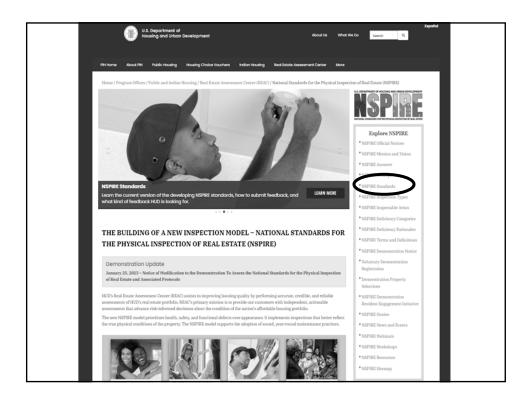
#### **Inspection Standards**

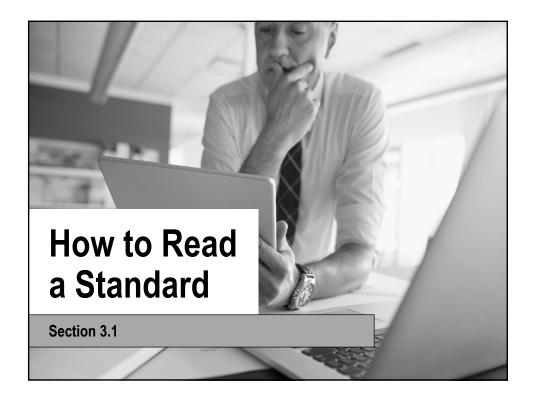
- Final standards notice published 6/17/23
- Revised standards published 8/11/23
- Available on the NSPIRE website
- 63 standards
- Checklist available on HUD's NSPIRE website
- Will be updated at least once every 3 years with the opportunity for public comment

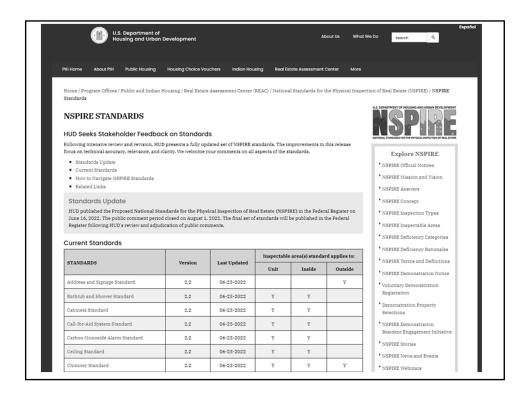
#### **Overview of Standards**

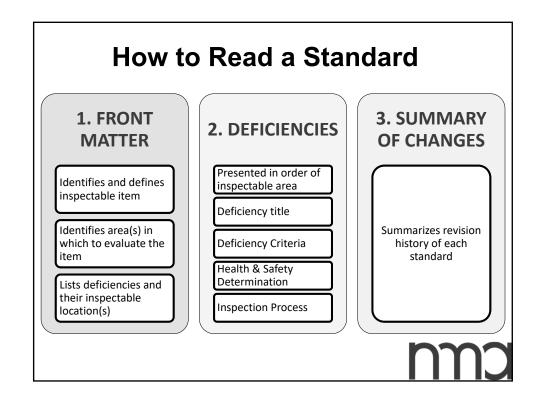
- Each standard:
  - Identifies the applicable inspectable area(s)
  - Has anywhere from 1 to 10 subcategories of deficiencies
- In other words, one standard may have multiple locations and deficiencies that need to be assessed



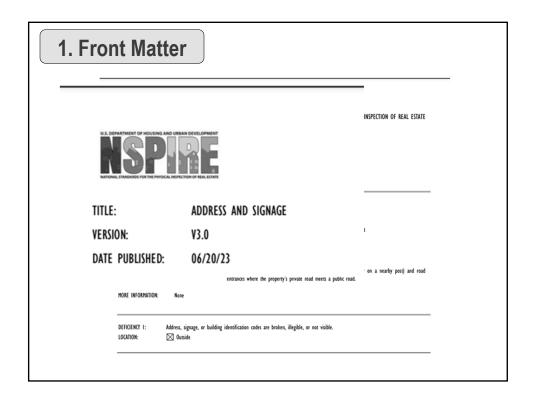


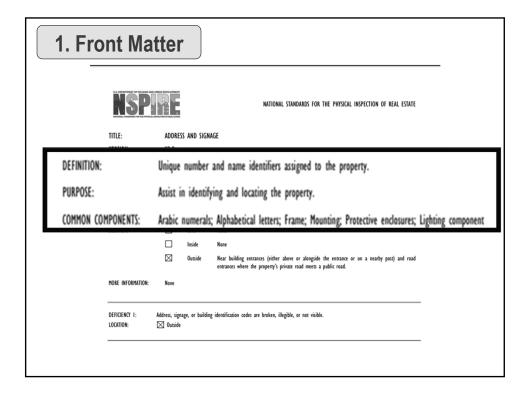


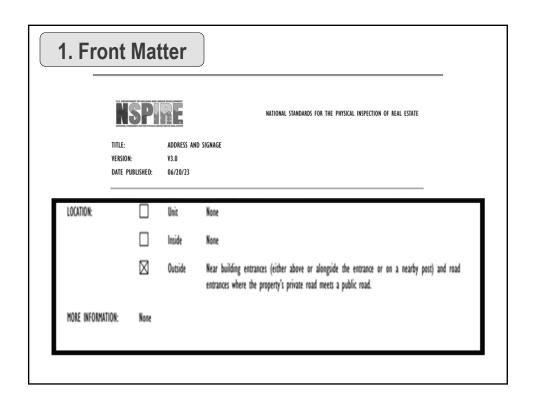


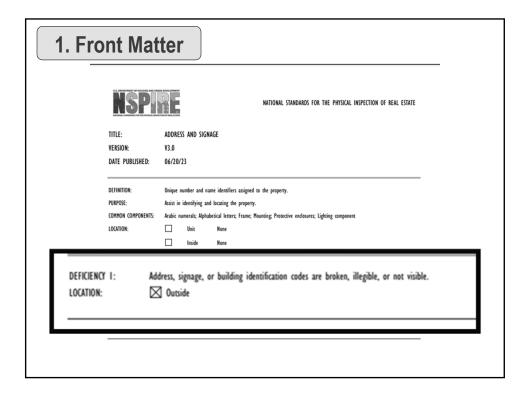


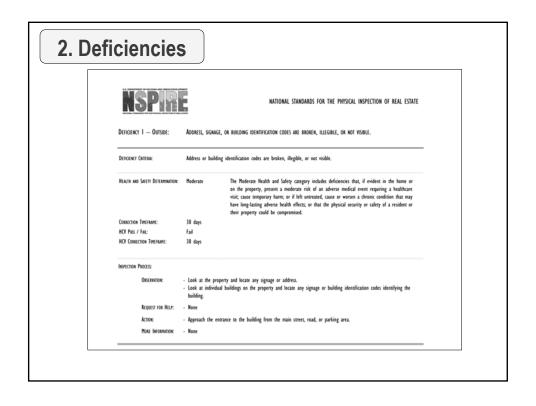
1. From	nt Mat	ter			
	N.S. CONSTITUENT OF HOUSING AND THE PROPERTY OF THE PROPER	DE CONTROL CONTROL		NATIONAL STANDARDS FOR THE PHYSICAL INSPECTION OF REAL ESTATE	
	TITLE:	ADDRE	SS AND SIGN	NAGE	
	VERSION:	V3.0			
	DATE PUBLISHED:	06/20/	23		
	DEFINITION:	Unique	number and n	name identifiers assigned to the property.	
	PURPOSE:	Assist in	identifying ar	nd locating the property.	
	COMMON COMPONENTS:	Arabic n	iumerals; Alpha	abetical letters; Frame; Mounting; Protective enclosures; Lighting component	
	LOCATION:		Unit	None	
			Inside	None	
		$\boxtimes$	Outside	Near building entrances (either above or alongside the entrance or on a nearby post) and road entrances where the property's private road meets a public road.	
	MORE INFORMATION:	None			
		Address, sign		ing identification codes are broken, illegible, or not visible.	

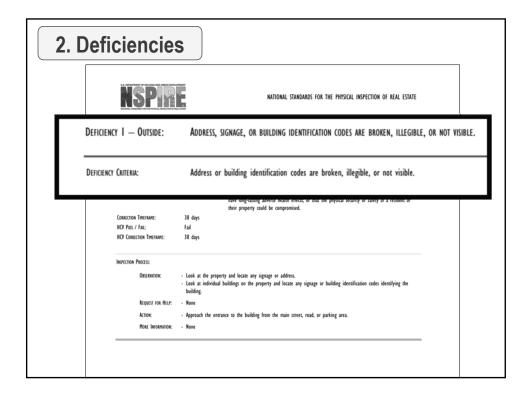


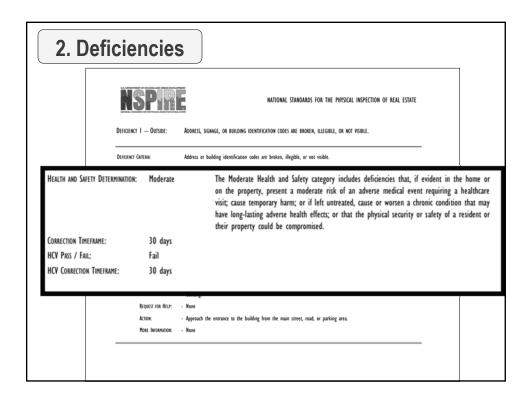


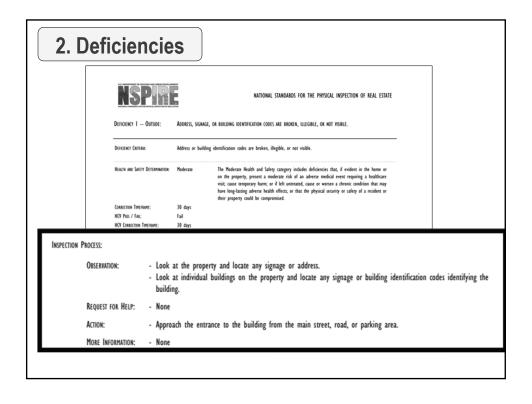


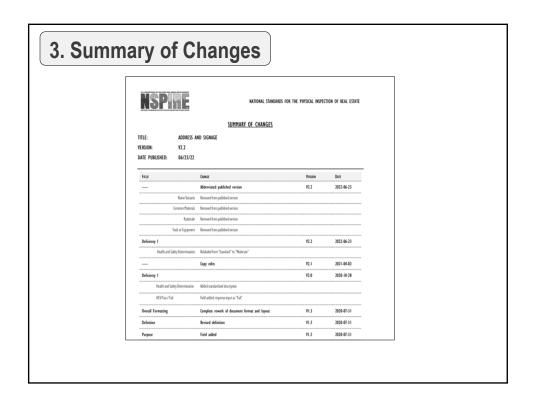


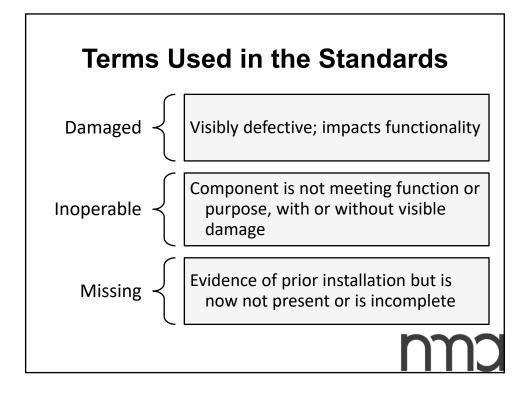


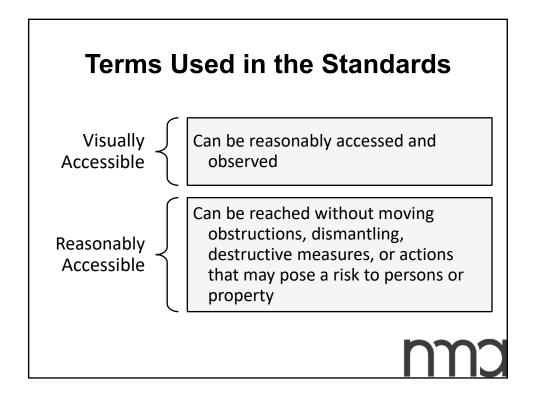




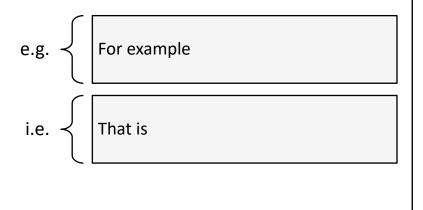








#### **Terms Used in the Standards**



# Habitable Room Definition

- A room in a building for living, sleeping, eating, or cooking
- Excluding bathrooms, toilet rooms, closets, hallways, storage or utility spaces, and similar areas





# **Affirmative Requirements**

- New regulation at 24 CFR 5.703
- What is an affirmative requirement?
  - Basic requirements for an assisted unit and property that must be met for participation
  - Minimum requirements for habitability



#### **Scoring**

- HUD will not score affirmatives in at least the first 12 months of NSPIRE-V inspections
  - 12 months from 10/1/24 when standards are applicable to HCV
  - See Scoring Notice for a complete list
  - Designated by a (^) symbol



#### **Scoring**

- Once they are scored, generally, will be designated as pass/fail
- If they are not met, they will be cited, and must be corrected



# **Outside Affirmatives**





# **Outside Affirmatives**

Standard	Affirmative Requirement
<ol> <li>Electrical – GFCI or AFCI</li> <li>Outlet or Breaker</li> </ol>	Outlets within 6 feet of a water source must be GFCI protected
2. Guardrail	Must have a guardrail when there is an elevated walking surface with a drop off of 30 inches or greater measured vertically



# **Inside Affirmatives**





# **Inside Affirmatives**

Standard	Affirmative Requirement
Carbon Monoxide Alarm	Must meet or exceed the carbon monoxide detection standards set by HUD
2 Flashming CECL on AECL	A
Electrical – GFCI or AFCI     Outlet or Breaker	Any outlet installed within 6 feet of a water source must be protected
3. Guardrail	Must have a guardrail when there is an elevated walking surface with a drop off of 30 inches or greater measured vertically

# **Inside Affirmatives**

Standard	Affirmative Requirement
4. HVAC	May not contain unvented space heaters that burn gas, oil, or kerosene
5. HVAC	Must have operable permanently installed heating source from October 1 through March 31.



# **Inside Affirmatives**

Standard	Affirmative Requirement
6. Lighting – Interior	Must have permanently mounted light fixture in any kitchens and each bathroom
7. Smoke Alarm	Must include at least one battery- operated or hard-wired smoke alarm, in proper working condition, on each level of the property



# **Unit Affirmatives**





# **Unit Affirmatives**

Standard	Affirmative Requirement
. Bathtub and Shower	Include its own bathroom or sanitary facility that is in proper operating condition and usable in privacy  • Must contain a sink, a bathtub or shower, and an interior flushable toilet
. Cabinet and Storage	Must have food storage space
Cabinet and Storage	Must have food storage space
B. Carbon Monoxide Alarm	Meet or exceed the carbon monoxide

# **Unit Affirmatives**

Standard	Affirmative Requirement
4. Cooking Appliance	Must have a cooking appliance
<ul><li>5. Electrical – GFCI or AFCI</li><li>– Outlet or Breaker</li></ul>	Outlets within 6 feet of a water source must be GFCI protected
6. Food Preparation Area	Must have adequate food preparation area
7. Guardrail	Must have a guardrail when there is an elevated walking surface with a drop
	off of 30 inches or greater measured vertically

# **Unit Affirmatives**

Standard	Affirmative Requirement
8. HVAC	For certain climate zones, must have operable permanently installed heating source
9. HVAC	May not contain unvented space heaters that burn gas, oil, or kerosene
10. Lighting – Interior	Must have permanently mounted light fixture in any kitchens and each bathroom

### **Unit Affirmatives**

Standard		Affirmative Requirement		
11.	Minimum Electrical and Lighting	Must have at least 2 working outlets or 1 working outlet and 1 permanently installed light fixture within each habitable room		
12.	Refrigerator	Must have a refrigerator		
13.	Sink	Must have hot and cold running water in both the bathroom and kitchen  Including an adequate source of safe drinking water in the bathroom and kitchen		

### **Drinking Water**

- HUD will not inspect for water quality
  - For information collection purposes only and will not be scored
- Safe drinking water only entails:
  - Visual inspection for lead service lines
  - Assessment (via an information request, not physical inspection) if there has been a water outage or water alert and the response, if an outage or alert has occurred

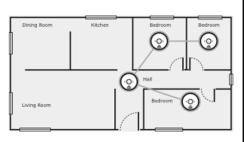


<b>Unit Affirmatives</b>
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Standard	Affirmative Requirement
14. Sink	Must be present within the primary kitchen
15. Toilet	Must have adequate privacy
16. Smoke Alarm	Include at least one battery-operated or hard-wired smoke alarm, in proper working condition, in the following locations:  • On each level of the unit; • Inside each bedroom; • Within 21 feet of any door to a bedroom measured along a path of travel; and

### **Unit Affirmatives**

 Where a smoke alarm installed outside a bedroom is separated from an adjacent living area by a door, a smoke alarm must also be installed on the living area side of the door



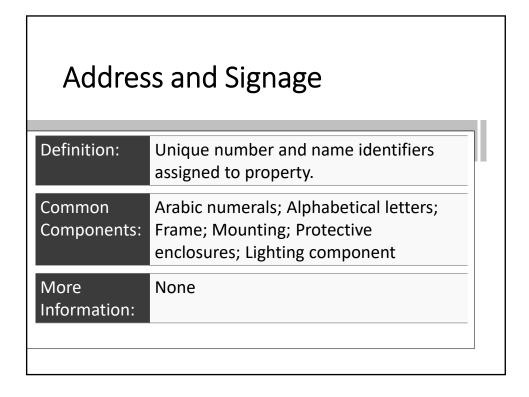


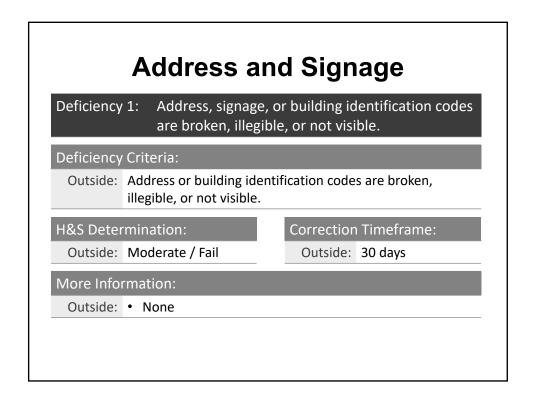
### **Unit Affirmatives**

• If the unit is occupied by any hearingimpaired person, the smoke alarms must have an alarm system designed for hearing-impaired persons









### **Bathtub and Shower**

Definition:

Fixtures typically found in bathrooms that dispense clean water used for bathing and self-care which also contain a method for draining used water.

Common Components:

Bathtub; Bathtub decorative side panel; Shower; Tub or shower valve; Shower head; Faucet; Drain; Mechanical water stopper; Drain cover; Diverter valve; Glass door; Enclosure

### **More Information**

• In the event that a bathtub or shower was never installed within the Unit by design (e.g., in an SRO property), then the shared facilities are considered part of the Unit location for inspection purposes as they are the resident's primary bathtub or shower.



Deficiency 1: Only 1 bathtub or shower is present and it is inoperable or does not drain.

#### Deficiency Criteria:

Unit: Only 1 bathtub or shower is present within the unit and it is inoperable (i.e., overall system is not meeting function or purpose, with or without visible damage) or standing water is present such that the inspector believes water is unable to drain.

Inside: Only 1 bathtub or shower is present within the Inside and it is inoperable or standing water is present such that the inspector believes water is unable to drain.

#### H&S Determination:

Unit: Severe / Fail
Inside: Low / Pass

Correction Timeframe:
Unit: 30 Days

Inside: N/A

### **Bathtub and Shower**

Deficiency 1: Only 1 bathtub or shower is present and it is inoperable or does not drain.

#### More Information:

- If a handle or knob is missing, but the inspector is able to evaluate if there is water supply to at least 1 bathtub or shower fixture, then evaluate the missing component(s) under Deficiency 3.
- If hot water does not dispense after the handle or knob is engaged, then it should be evaluated under the Water Heater standard.

Deficiency 2: A bathtub or shower is inoperable or does not drain and at least 1 bathtub or shower is present elsewhere that is operational.

#### Deficiency Criteria:

Unit: A bathtub or shower is inoperable or standing water is present such that the inspector believes water is unable to drain and at least 1 bathtub or shower is present elsewhere within the Unit that is operational.

Inside: A bathtub or shower is inoperable or standing water is present such that the inspector believes water is unable to drain and at least 1 bathtub or shower is present elsewhere within the Inside that is operational.

#### **H&S** Determination:

Unit: Moderate / Fail

Inside: Low / Pass

#### Correction Timeframe:

Unit: 30 days
Inside: N/A

### **Bathtub and Shower**

Deficiency 2: A bathtub or shower is inoperable or does not drain and at least 1 bathtub or shower is present elsewhere that is operational.

#### More Information:

- If a handle or knob is missing, but the inspector is able to evaluate if there is water supply to at least 1 bathtub or shower fixture, then evaluate the missing component(s) under Deficiency 3.
- If hot water does not dispense after the handle or knob is engaged, then it should be evaluated under the Water Heater standard.

Deficiency 3: Bathtub component or shower component is damaged, inoperable, or missing such that it may <u>limit</u> the resident's ability to maintain personal hygiene.

#### Deficiency Criteria:

Unit & Bathtub component or shower component is damaged such that it Inside: may limit the resident's ability to maintain personal hygiene.

> Bathtub component or shower component is inoperable such that it may limit the resident's ability to maintain personal hygiene.

Bathtub component or shower component is missing such that it may limit the resident's ability to maintain personal hygiene.

#### H&S Determination:

Unit: Moderate / Fail

Inside: Low / Pass

#### Correction Timeframe:

Unit: 30 days

Inside: N/A

Deficiency 3: Bathtub component or shower component is damaged, inoperable, or missing such that it may <u>limit</u> the resident's ability to maintain personal hygiene.

#### More Information:

## Inside:

- Unit & Damaged, inoperable, or missing components that may limit the resident's ability to maintain personal hygiene may include but are not limited to:
  - A singular water fixture within the bathtub or shower;
  - Control knob or lever;
  - Diverter valve;
  - Shower pan or tub; or
  - Discoloration impacting 50% or more of the bathtub or
  - If a stopper is damaged, inoperable, or missing, then it should be evaluated under Deficiency 4.

#### Deficiency Criteria:

Unit: Bathtub component or shower component is damaged and it does not limit the resident's ability to maintain personal hygiene. OR Bathtub component or shower component is inoperable and it does not limit the resident's ability to maintain personal hygiene. OR Bathtub component or shower component is missing and it does not limit the resident's ability to maintain personal hygiene.

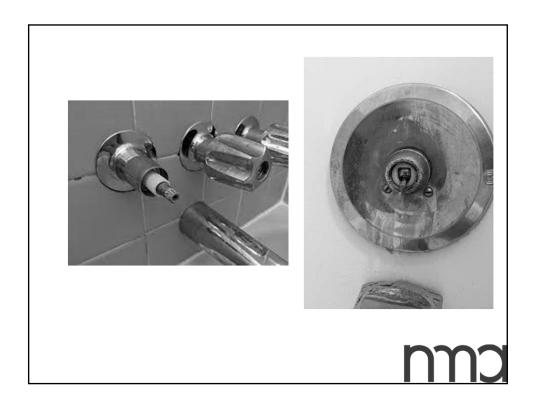
#### **H&S** Determination:

Unit: Low / Pass

Unit: N/A

- Unit: Damaged, inoperable, or missing components that do not limit the resident's ability to maintain personal hygiene may include but are not limited to:
  - Stopper (mechanical or non-mechanical);
  - · Curtain; or
  - Discoloration impacting less than 50% of the bathtub or shower.









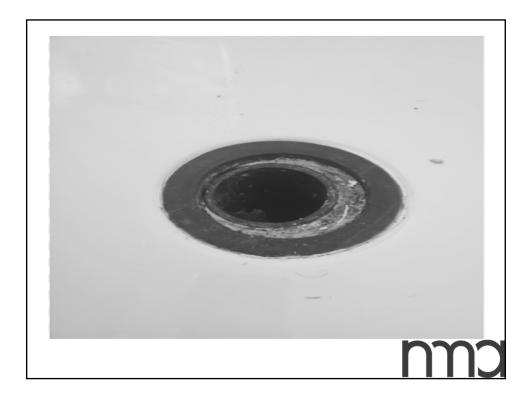


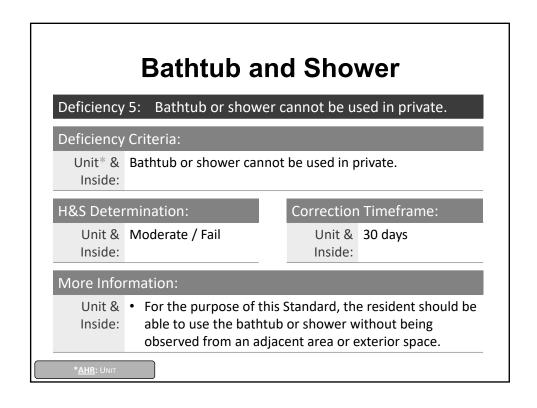


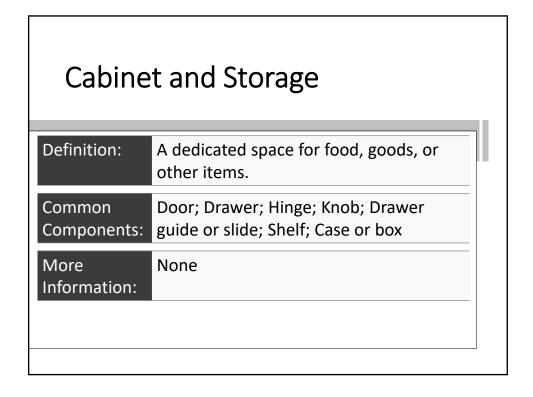


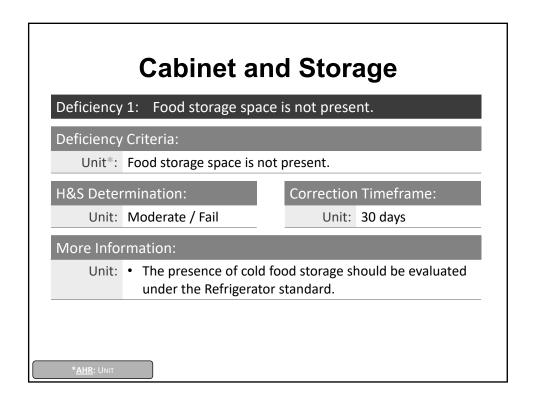












### **Cabinet and Storage**

Deficiency 2: Storage component is damaged, inoperable, or missing.

#### Deficiency Criteria:

Unit & 50% or more of the kitchen, bath, or laundry cabinet, Inside: drawers, or shelves are damaged.

OR

50% or more of the kitchen, bath, or laundry cabinet, drawers, or shelves are inoperable.

50% or more of the kitchen, bath, or laundry cabinet, drawers, or shelves are missing.

### **Cabinet and Storage**

Deficiency 2: Storage component is damaged, inoperable, or missing.

#### **H&S** Determination:

Unit: Moderate / Fail

Inside: Low/ Pass

#### Correction Timeframe:

Unit: 30 days

Inside: N/A

#### More Information:

Inside:

- Unit & To calculate the percentage of components that are deficient, evaluate kitchen, bath, and laundry separately.
  - · Deficiencies are based on defects observed on individual components (e.g., doors, drawers, or shelves) as a percentage of the same component's total for all the storage components in the room.

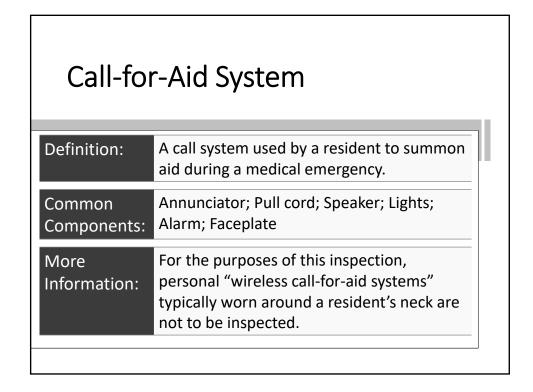
### **Action**

- Drawers and doors should open fully until stopped by the inherent limitations of the hinges or slide tracks
- Some slide tracks do not have stops; in these instances, open the drawer until you can see the back of the drawer









### Call-for-Aid System

Deficiency 1: System is blocked, or pull cord is higher than 6 inches off the floor.

#### Deficiency Criteria:

Unit & System is blocked.

Inside: OR

Pull cord end is higher than 6 inches off the floor.

#### **H&S** Determination:

Correction Timeframe:

Unit & Life-Threatening /

Inside: Fail

Unit & 24 hours

Inside:

#### More Information:

Inside:

Unit & • If the call-for-aid system is a button-only device, then do not record a deficiency for a pull cord end that is higher than 6 inches off the floor.

### Call-for-Aid System

Deficiency 2: System does not function properly.

#### Deficiency Criteria:

Unit & A call-for-aid system does not emit sound or light or send

Inside: a signal to the annunciator.

The annunciator does not indicate the correct

corresponding room.

OR

Pull cord is missing.

Pull cord is tied up such that it cannot be engaged.

#### **H&S** Determination:

Correction Timeframe: Unit & 24 hours

Unit & Life-Threatening /

Inside:

Inside: Fail

#### Deficiency 2: System does not function properly.

#### More Information:

### Inside:

- Unit & If the property has third-party documentation of a callfor-aid inspection, then the inspector does not need to test call-for-aid stations. Instead, the inspector should:
  - Verify that the documentation addresses all parts of the call-for-aid system.
  - · Verify that the third-party documentation is dated within the last 12 months of the inspection date.
  - If the call-for-aid system is abandoned:
    - Do not evaluate call-for-aid systems if all pull stations have been removed and all that remains are the indicator lights, audible indicators, or annunciator panel.
    - The primary consideration is that no part of the user interface remains.
  - If the call-for-aid system is a button-only device, then do not record a deficiency for a missing pull cord.





Definition:

A single or multiple station alarm intended to detect carbon monoxide gas and alert occupants by a distinct audible signal, or if the unit is occupied by a person with a hearing impairment, a distinct visual alarm or combination of audible and visual alarms. It incorporates a sensor, control components and an alarm notification appliance in a single unit.

Common Components:

Sensor; power source / battery; casing; wiring; base; alarm / alarm circuit; strobe light; LCD panel / visual display; microprocessor; circuit board

More Information:

- This is not a replacement for a code inspection.
- All requirements of IFC Sections 915 and 1103 must be met, even though only the criteria listed herein will be inspected for in an NSPIRE inspection.

### **More Information**

- If a fuel-burning appliance is located in an attic, then treat the attic space as a mechanical room
- A combination smoke and carbon monoxide alarm should be evaluated under both the Carbon Monoxide Alarm and Smoke Alarm standards



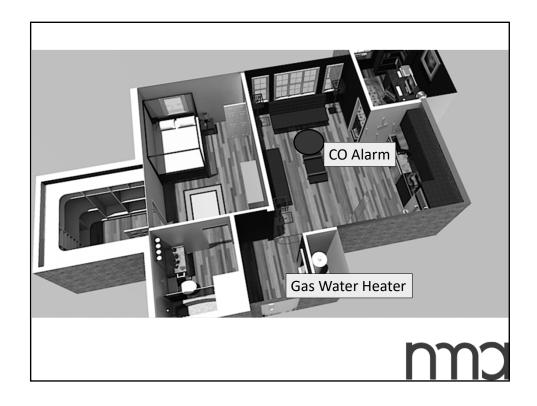
Deficiency 1: Carbon monoxide alarm is missing, not installed, or not installed in a proper location.

#### Deficiency Criteria:

Unit\*: One (1) or more of the following scenarios exists:

- 1. Unit contains a fuel-burning appliance or fuelburning fireplace, and a carbon monoxide alarm is not installed:
  - a. in the immediate vicinity of each bedroom.  $\ensuremath{\mathsf{OR}}$
  - b. within each bedroom.

\***AHR**: UNIT



Deficiency 1: Carbon monoxide alarm is missing, not installed, or not installed in a proper location.

#### Deficiency Criteria:

Unit\*:

- 2. Bedroom or bathroom attached to bedroom:
  - a. contains a fuel-burning appliance or fuel-burning fireplace.

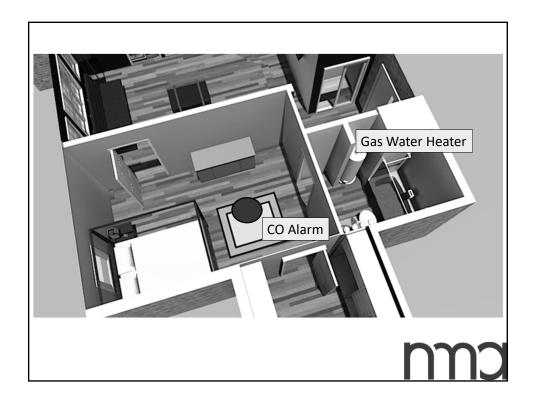
OR

b. has adjacent spaces from which byproducts of combustion gases can flow.

AND

c. Carbon monoxide alarm is not installed in each bedroom.

\*AHR: UNI



Deficiency 1: Carbon monoxide alarm is missing, not installed, or not installed in a proper location.

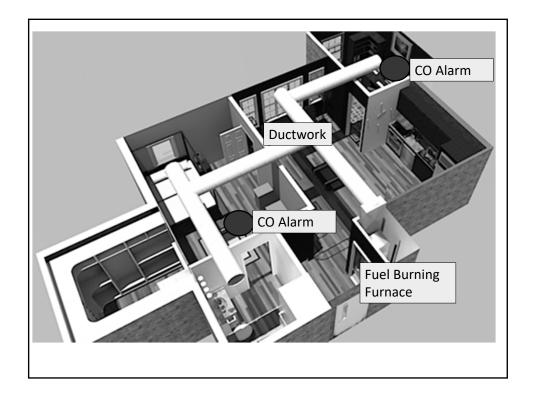
#### Deficiency Criteria:

Unit\*:

- 3. Unit or bedroom is served by a forced-air furnace that is located elsewhere and a carbon monoxide alarm is not installed:
  - a. in the immediate vicinity of each bedroom.
  - b. within each bedroom.

OR

c. within the room or area with the first duct register and the carbon monoxide alarm signals are automatically transmitted to an approved location.



Deficiency 1: Carbon monoxide alarm is missing, not installed, or not installed in a proper location.

#### Deficiency Criteria:

Unit\*:

- 4. Unit or bedroom is located in a building that contains a fuel-burning appliance or fuel-burning fireplace and:
  - a. a carbon monoxide alarm is not installed in an approved location between the fuel-burning appliance or fuel-burning fireplace and the Unit or bedroom.
     OR

### **Carbon Monoxide Alarm**

Deficiency 1: Carbon monoxide alarm is missing, not installed, or not installed in a proper location.

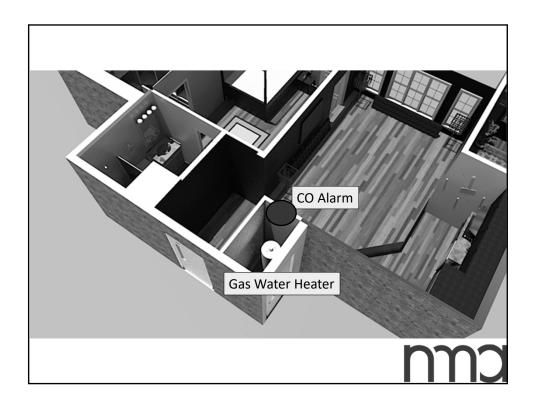
#### **Deficiency Criteria:**

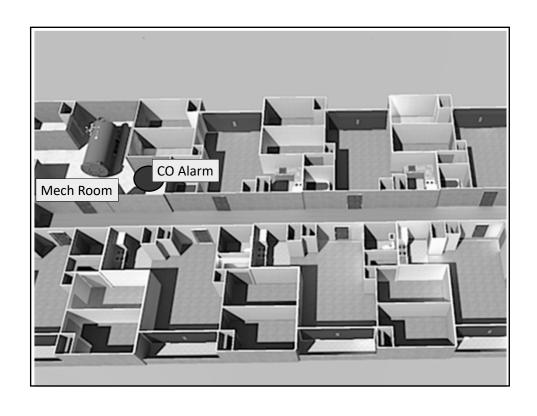
Unit\*:

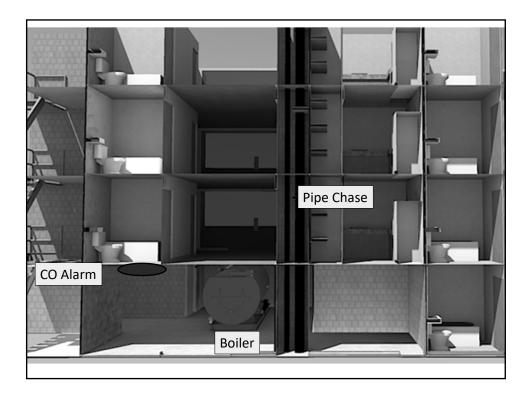
- a carbon monoxide alarm is not installed on the ceiling of the room containing the fuelburning appliance or fuel-burning fireplace.
   OR
  - <u>OK</u>
- the Unit or bedroom has communicated openings to the fuel-burning appliance or fuelburning fireplace and a carbon monoxide alarm is not installed:
  - i. in the immediate vicinity of each bedroom.

<u>OR</u>

ii. within each bedroom.







# Deficiency 1: Carbon monoxide alarm is missing, not installed, or not installed in a proper location.

#### Deficiency Criteria:

Unit\*:

- 5. Unit or bedroom is located one (1) story or less above or below an attached private garage that:
  - i. does not have natural ventilation.

<u>OR</u>

ii. is enclosed and does not have a ventilation system for vehicle exhaust.

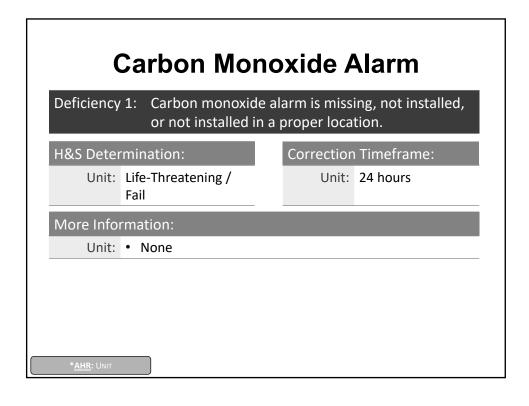
AND

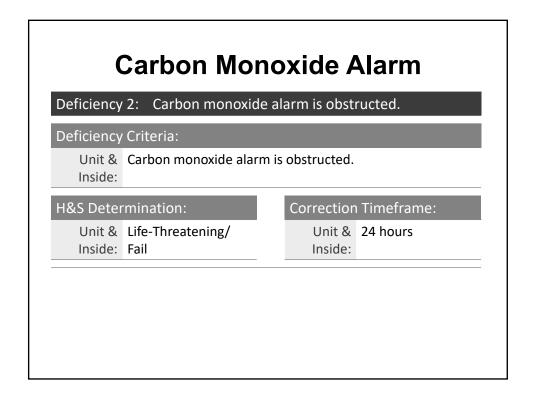
- iii. Carbon monoxide alarm is not installed:
  - i. in the immediate vicinity of each bedroom.

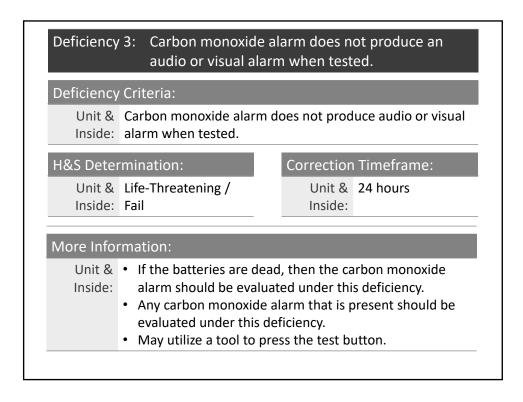
<u>OR</u>

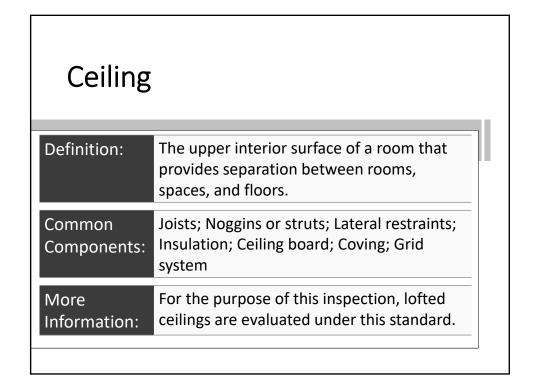
ii. within each bedroom.

\*AHR: UNIT







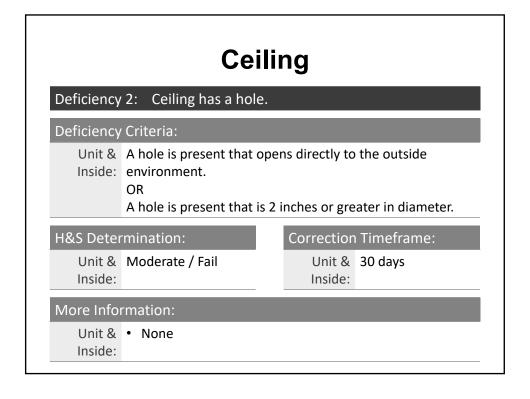


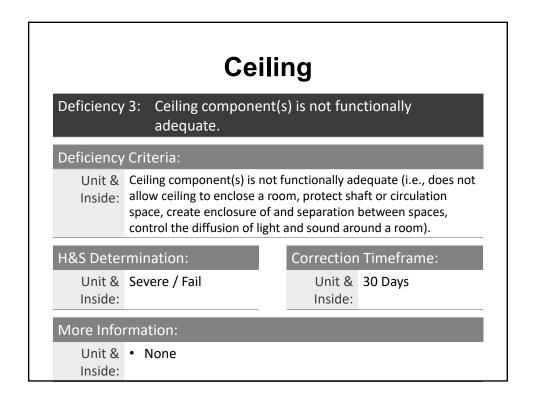
### Deficiency 1: Ceiling has an unstable surface. **Deficiency Criteria:** Unit & Ceiling has an unstable surface. Inside: OR There is cracking or small circles or blisters (e.g., nail pops) on the ceiling (which are a sign the plasterboard sheeting may be pulling away from the nails or screws). **H&S** Determination: Correction Timeframe: Unit & Moderate / Fail Unit & 30 days Inside: Inside: More Information: Unit & • Cosmetic damage is not evaluated under this deficiency Inside: and the inspector should reference other standards for applicable items (e.g., Wall - Interior, Leak - Water, etc.).

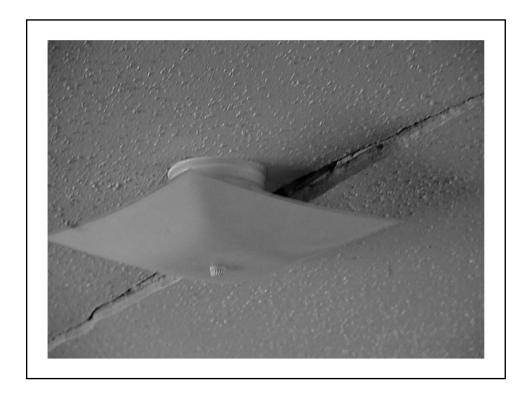
### **Examples**

- Examples of damaged or unstable surfaces:
  - Drywall, gypsum, or ceiling tiles are missing or detached
  - Presence of bubbling, deflection, loose joint tape, or loose panels









You cannot see through to the floor above.





