KCDC HQS (Housing Quality Standards) Information

Guidelines and Types of Inspections:

Knoxville's Community Development Corporation (KCDC) units must meet the minimum standards set forth in [24 CFR 982.401..]. In some cases of policy or building code discrepancy between City Code and Housing Quality Standards (HQS) being used, here within, health and safety for the resident shall prevail when KCDC performs the four following types of inspections:

Initial Inspections:
KCDC conducts initial inspections in response to a request from the family to approve a unit for participation in the Housing Choice Voucher (HCV) program. The unit must pass the HQS inspection before the effective date of the Housing Assistance Payment (HAP) Contract.

Annual Inspections:
The United States Housing and Urban Development (HUD) require an inspection of each unit under lease annually to confirm that the unit continues to meet HQS. The inspection may be conducted in conjunction with the family's annual reexamination but also may be conducted separately.

Complaint Inspections:
A complaint inspection may be requested by the owner, the family, agency, or a third party as a result of problems identified with a unit between annual inspections.

Quality Control Inspections:
HUD requires that a sample of units be re-inspected by a supervisor or other qualified individual to ensure that HQS are being enforced correctly and uniformly by all inspectors.

Inspection Costs:
KCDC or any other independent agency may not charge the family or the owner any fee or charge for the unit's conducted inspections.

Exception: missed appointment fee may be charged to the family or owner.

Utilities Service:
• All utilities must be in service at the time of the inspection.
• Utilities must be legally connected.
• Utilities must be provided and serviced by an Authorized Utility Service approved by KCDC.
• Utilities must be individually metered for each resident. No shared metering.
• Utility service must be in the head of households name at all times if not owner supplied.
• Adequate water pressure must be provided to all faucets, sinks, tubs, showers, toilets and other sources.

Unit Address:
• The unit address should be clearly visible from the street or sidewalk.
• The address must have a mailbox that the Postal Service will deliver mail to the unit.
• If there is more than one unit in the building, units should clearly be identified with the unit number on or near the primary entry door.
• The unit address should correlate with the Utility Service Provider's address, the United States Postal Service address, and the Metropolitan Planning Commission.
• The owner is responsible for notifying KCDC of any changes to the unit's address.

Bedrooms:
•Any Room considered a bedroom must have a window for egress and light.
•Any Room considered a bedroom must have a closet with adequate space.
•Bedroom closets must have ample closet space.
•Any Room considered for a bedroom shall have not less than 70 square feet of gross floor area with the ceiling height of not less than 7 feet and walls not less than 7 feet in any horizontal direction.
•Any Room considered for a bedroom must have a door.

Bathrooms:
•Any Room considered a bathroom must have a window or working exhaust vent system.
•Any Room considered a bathroom must have a lock on the door for privacy.
•Bathrooms must be a separate room with a working toilet, washbasin, and tub or shower.
•Bathrooms must have one working permanent light fixture.

Windows
• Windows must be weather-tight to prevent air, water and insect infiltration.
• Windows designed to be opened must be openable and must stay in open position when raised without props. The use of locking devices may be used to keep windows open.
• Windows that are designed to be opened must be lockable to ensure weather-tightness.
• Windows must be in good condition, fit properly and be solid and intact including sashes, glass (panes), trim, glazing and screens if provided. Small corner cracks may be corrected with silicone depending on the structural integrity of the window size.
• If the unit does not have central air conditioning, at least one window per room must have a proper fitting screen in good condition.
• The use of storm windows is not allowed for the use of the primary windows.
• If window security bars (burglar bars) or security screens are present, they must meet the city code requirements and have a quick release system approved by the KCDC Inspector or at least one window per room must not have security bars.
• Windows that may be used for a means of egress, in case of a fire, must not be blocked and must open directly to the outside They must also meet applicable local codes.
• All bathrooms must have a window which must be openable; or equipped with a mechanical ventilation system (fan) that exhausts to the outside or ventilated attic.

Ventilation and Illumination:
• All sleeping rooms must have a window and adequate illumination.
• The minimum illumination area of all basements or below ground windows used for sleeping rooms must not be less than three sq. ft.
• A glass in an exterior door that supplies sufficient light will meet the illumination requirement.

Floors:
• All floors must have a finished surface such as carpet, tile, or hardwood.
• All serious carpet tears, loose seams and shredded areas must be repaired.
• Clean or replace all extreme or severely dirty carpet.
• Hardwood floors must be smooth-sanded and sealed.
• If the surface is concrete or a similar surface, the surface must be smooth and sealed with an appropriate sealant to eliminate a porous surface.
• The floor must be firm and without tripping hazards.

Ceilings:
• Areas where plaster or drywall is sagging, severely cracked, or has holes and is otherwise damaged, stained or affected by moisture or mold must be repaired or replaced. Ceiling heights should be at least 7ft high at lowest point. Ceiling light fixtures will be at the inspector's discretion regarding safety.

Interior Doors:
• Interior doors must be free of holes.
• Interior bathroom door must have a lock/latch for privacy.
• Interior doors must have all the trim in tact.
• Interior doors must have all hardware secured in position including striker plates.
• Interior doors must be able to be opened without the use of a key.
• Interior doors must meet residential code requirements.

Exterior Entry Doors:
• Exterior entry doors must be steel, solid-core wood or security-type doors.
• Exterior doors must meet residential code requirements.
• Exterior doors must be weather-tight to prevent air, water and insect infiltration.
• Exterior doors when closed should not show any outside light around the frame.
• Exterior doors must have all trim, weather-stripping and the threshold intact.
• Exterior door locks must be secured in position and function properly.
• Exterior doors must have security or dead-bolt locks. They must be locks that can be opened from the interior without the use of a key. No "Double sided" Keyed Entry locks.
• Security/Storm doors with "double sided key locks" are not acceptable and will fail.

Closet Doors:
•Initial Inspections: If closet doors are present then they are considered an amenity and therefore are will be inspected. They must function properly. If no closet doors are present, then it can be "passed with comment" as a tenant preference. (Current) HQS regulations do not address closet doors on closets.
•Annual Inspections: If they are damaged or missing, then they are not serving their function. Therefore they would be a fail. The owner can do two things; have the inspector contact KCDC to verify the closet doors were not present on the initial inspection and therefore would be passed; or they can repair the doors and put them back on to restore initial functionality.

Interior Walls:
• Walls are required to be "finished" to be counted as rooms used for living.
• Bare concrete walls must be properly coated with paint or other approved wall covering.
• An area where plaster or drywall is sagging, severely cracked or otherwise damaged, or has holes greater than four inches in diameter or otherwise altered, stained or affected by moisture or mold must be repaired or replaced.
• All ceramic tiles must be secured in-place without sharp or cutting edges.
• The junction where tub/shower meets the wall and floor must be sealed to prevent water entry into wall or floor to prevent rot, mold and mildew.
• Painting may be required on walls that are heavily marred or soiled.

Exterior Walls:
• The exterior wall structure and exterior wall surface shall not have any serious defects such as serious leaning, buckling, sagging, cracks or holes, loose siding, or other serious damage. It must be secured and sealed to prevent air, water, vermin penetration and daylight. Regardless of the family composition excessive chipping and peeling paint or areas of missing siding that may accelerate deterioration and allow weather to damage the framing or sheathing will cause the unit to fail.

Retaining Walls:
• Retaining Walls should be finished and have a neat, uniform, and safe construction.

Porches and Decks:
•Porches, decks, stairs and steps must be structurally sound and meet HQS Requirements.
•Balusters or spindles must not be more than 4 inches apart.
•Stairs having 4 or more steps (risers) must have a handrail.
•Porch/Balconies approximately 30 inches or more above the ground requires a guardrail.

Manufactured Home Foundation:
• The exterior foundation (skirting) on Manufactured Homes must be intact and shall not have any serious defects such as serious leaning, buckling, sagging, cracks or holes, loose siding, or other serious damage. It must be secured and sealed to prevent air, water, vermin penetration and daylight. Small holes must be repaired or the skirting replaced at the initial inspection. Tie downs should comply with local regulatory building guidelines.

Roof and Gutters:
• The roof must be structurally sound and in good condition and must not leak.
• If the roof cannot be seen or accessed, the inspector will record it as unobservable and pass the item so long as there is no evidence of water penetration into the unit. Evidence of leaks can usually be seen on the ceilings inside the unit and can cause the unit to fail if not repaired correctly.
• Gutters and downspouts are not required by the HQS.
• If gutters and downspouts are present they must in tact and be in good condition. Lack of gutters and downspouts often contribute to paint failure, siding decay, deterioration of foundations and sills, wet basements, and interior water leaks which will cause the unit to fail.

Water Heaters:
• All water heaters must be equipped with pop-off valves and vertical discharge lines that terminate approximately six (6) inches above the floor line.
• The discharge line must be the same diameter as the pop-off valve.
• All gas water heaters must be vented in a manner approved by City code.

Gas Water Heaters:
• No gas water heaters are allowed in bedrooms or other living areas unless properly enclosed; vented to code to supply combustion air and the enclosure must have a door. Gas water heater closet doors must be in reasonably good condition, with tight hinges, and vented with screened openings.
• Do not store flammable vapors and liquids, or combustible materials such as newspapers, rags or mops near the water heater. Storage of any items in a gas water heater closet is not allowed. Do not use any kinds of insulation blankets near the bottom of the water heater or allow it to sag, restricting the combustion of air. There must be a 6" clearance around the vent connector from the combustible material.

Furnaces:
• Furnaces must be vented in a manner approved by HQS and local code. Owners will be required to provide and install a new filter at the Initial Inspection.

Cabinets, Vanities and Countertops:
• Cabinets, vanities and countertops must be secured in-place.
• All cabinet doors must be secured at hinges.
• Loose hinges, drawer fronts, handles, knobs, rollers, guides, etc. must work properly.
• All sinks must have functioning stoppers and be able to retain water.

Appliances:
• Owner supplied stoves and refrigerators must have working handles, knobs and other required parts as designed by the manufacturers.
• Owner supplied appliances must be installed and working at the time of the inspection.
• Stove burners must ignite and heat on command.

Amenities:
• An existing amenity must be repaired or replaced when cited at an annual inspection.
• An amenity cannot be removed in place of repair.
• If an amenity is present, it must operate or perform as intended and designed by the manufacturer or installer.
• If it is considered in the rent reasonableness determination, it must be provided and operational continually through the term of the HAP contract.

Plumbing:
• All faucets, showerheads, drains, toilets, sinks, bathtubs, showers and washer machine hookups must work as designed to work without drips and leaks.
• Toilets must be stable and secured to the floor and work properly as designed.
• All sewer caps must be installed properly in all locations where required.
• All wall and floor plumbing pipe penetrations beneath kitchen and lavatory sinks must be sealed.

Electrical:
• All electrical wiring terminals must be secured properly and be enclosed in approved and contained terminal locations such as the service panel, outlets with covers or other approved junction boxes.
• Bare wires or wire connections not enclosed in approved boxes or otherwise in an approved manner such as faceplates, coverplates, etc… will be "failed".
• A Ground Fault Circuit Interrupter, commonly called a GFI or GFCI, is installed on exterior outlets, or in areas where there is a water source such as bathrooms, kitchens, or laundry rooms. A GFI should be installed within splashing distance from the water source, commonly within 6 feet. A GFI is designed to protect the users of electrical appliances from electrocution because of hazardous ground faults or short circuits by automatically turning off electricity when a fault is detected.

{"Upgraded" Outlets – 'HUD Notice PIH 2010-10'}

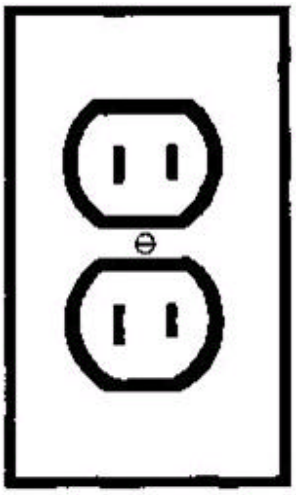

FIGURE 1 UNGROUNDED

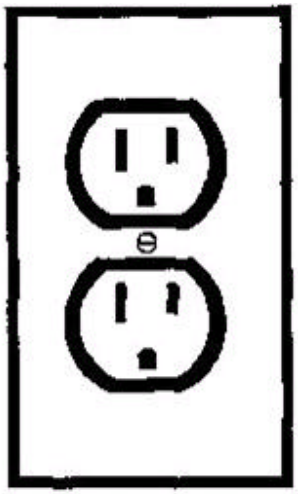

FIGURE 2 GROUNDED

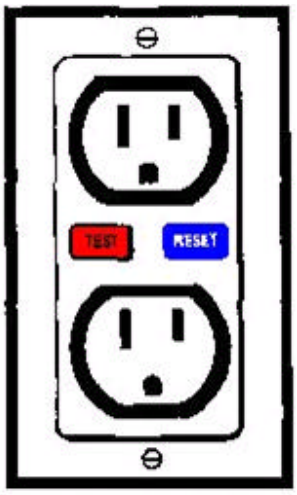

FIGURE 3 GFCI

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

{Many of the cords for today's appliances contain three-pronged plugs, which can cause problems when an older home does not have three-pronged outlets for these grounded plugs. In the case of older homes, owners often replace two-pronged, ungrounded outlets with three-pronged, grounded type outlets in order to establish appropriate outlets for appliances that have cords with three-pronged plugs. However, in some cases, owners may replace two-pronged, ungrounded outlets with the three-pronged, grounded type outlets without the necessary rewiring that adds a ground wire to the newly installed, grounded type outlet.
Three-pronged, grounded type outlets should not be substituted for ungrounded outlets unless (1) a ground wire is connected to the outlet, or (2) a Ground Fault Circuit Interrupter (GFCI) protects the outlet. (Figure 3) Installing a new ground wire may require a licensed electrician to install a new wire to the circuit breaker box and may be prohibitively expensive. A more cost-effective method is to protect the outlet with a GFCI, which provides protection to the outlet. If the GFCI senses a difference in current flow between the hot and the neutral terminals, it shuts off the flow of current to the outlet.

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

Testing of Outlets to Determine Proper Operating Condition

Two-pronged, Ungrounded Outlets

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

Three-pronged Outlets

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

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

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

Smoke Detectors & Fire Extinguishers:

• A smoke detector must be installed on every level (floor) of the unit preferably in the hallway outside the bedroom(s) in older units. Newly constructed units must have a smoke detector in each bedroom in addition to every level outside the bedroom(s).
• Smoke detectors may not be closer than 3 feet from the door to a Bathroom or Kitchen.
• Smoke detectors may not be closer than 3 feet from supply registers of a forced air heating or cooling system.
• The tenant is responsible for providing and replacing old batteries for battery-powered smoke detectors.
• Wall-mounted smoke detectors should be approximately 6 inches below the ceiling.
• Ceiling-mounted smoke detectors should never be closer than 6 inches from the wall.
• Inoperable smoke detectors are a serious health threat and will be treated by KCDC as an emergency (24-hour) fail item if only one smoke detector is present on that floor.
• Fire Extinguishers are required in Apartments and Duplexes.
• Fire Extinguishers must be certified and tagged yearly by a licensed company.
• A brand New Fire Extinguisher out of a box without a certified tag will "FAIL".

Disability/Handicap Modifications:

• Smoke detectors that meet ADA standards are required in units occupied by hearing or vision impaired tenants who request them.
• All modifications or adaptations to a unit due to disabilities must meet applicable HQS and local building codes.

Inspection Access:
• The inspection must be completed on the day that it is scheduled. This is a Federal requirement that must be met for the tenant to remain eligible.
• The tenant must allow access to the home on the scheduled inspection date and if the tenant is not going to be home for the inspection, the tenant should allow the landlord and the inspector to enter the home to perform the inspection.
• The inspector must be able to access all rooms and areas of the tenant's home. The tenant must not have locked doors or restricted access to any areas of the home.
• Pets must be secured at the time of the inspection.
• All Owner belongings and previous tenant belongings must be out of the unit prior to the initial inspection.
• The inspectors will not enter a unit individually without tenant/management present or prior approval.

Pest Control:
• Owners will be responsible for pest control in apartments and duplexes.
• Tenants are responsible for pest control in Houses and Mobile Homes.
Exception: If KCDC inspector finds evidence that the residents Housekeeping, Sanitation, and Trash removal/storage did not contribute to the infestation, it will be the owner's responsibility.
Exception: Owners must provide Initial Bed Bug treatments for all unit types.

Bulk Trash and Abandoned Vehicles:
• Bulk trash, including refrigerators, stoves, washers, dryers, other similar types of appliances, cut tree logs, and improperly stored construction materials or firewood are bulk trash and should be removed or appropriately stacked as prescribed by the local code ordinance and acceptable to the KCDC inspector.
• Abandoned Vehicles such as un-licensed, partially disassembled, flooded or burned throughout, and inoperable vehicles will cause the unit to fail.

Dilapidated and Additional Buildings:
•Any Structure that is in a state of disrepair or collapsed must be repaired or removed.

Paint Waiver Inspections:
•Paint waiver inspections are special inspections of units that were exempted during the cold-weather seasons from the requirement to paint exteriors that have been found with deteriorating paint. During this period, owners are obligated only to scrape loose any chipping or peeling paint and remove the paint chips from the soil. These inspections will be conducted in warmer weather when all danger of frost has passed. KCDC will give up to 120 days extension depending on the circumstances. These units will be inspected for proper correction of the deficiency at that time.
•HAP checks for units that do not pass the first paint-waiver inspection shall be abated from the date of the first inspection to the date of the second inspection. Owners will have 30 days to contact the Inspections Office to schedule the second inspection. If the dwelling does not pass the second inspection, the HAP contract shall be terminated.
•Third inspections may be granted upon the request of the owner and approval of the Inspection Coordinator, however, they will be granted only in highly unusual circumstances.

Annual Inspection Self Certification Process

•When a unit has been inspected and fails to meet the Housing Quality Standards, KCDC may elect to accept a self-certification signed by the owner and the tenant the repairs have been completed. KCDC will not accept certifications on initial inspections, life threatening inspections or if an inspection had more than ten deficiencies. KCDC will provide a HQS Repair Certification form to the landlord along with their copy of the Failed Inspection Notice and list of repairs. The HQS Repair Certification will be considered acceptable verification that the repairs were made and that the unit is in compliance with HQS inspection requirements. The form must be signed by both the landlord and tenant and returned by the deadline date given. If the form is not signed by both parties and/or is not received on or before the deadline date, the unit will be considered to have failed re-inspection and all remedies allowed under the HAP Contract will be enforced, including abatement of any rents paid and possible termination. If at any time after the execution of HQS Repair Certification it is determined that the repairs were not completed in a satisfactory manner or that the form submitted included false statements, misrepresentation, or false information, KCDC will consider penalties against the landlord and/or tenant, including, but not limited to, not allowing landlord to submit future self-certifications, termination of the family's assistance and/or terminating all contracts entered into with the landlord and prohibiting them from participating on the program in the future

Lead Based Paint Disclosure Rule:

• The Real Estate Notification Rule (also referred to as the "Lead Disclosure Rule" or the "Disclosure Rule") is a right-to-know law that requires notification and disclosure of certain lead-based paint information. The Lead Disclosure Rule took effect on September 6, 1996 (for sellers and lessors of five or more residential dwelling units) and on December 6, 1996, (for sellers or lessors of one to four residential dwelling units). One "residential dwelling unit" would be one apartment in a multi-unit apartment building. A single rowhouse, or townhouse, is considered to be one residential dwelling unit. A rowhouse divided into two apartments is considered to be two units.

• The Lead Disclosure Rule requires Sellers and Lessors and/or their Agents, of pre-1978 residential properties ("target housing") to:

Provide the EPA Pamphlet "Protect Your Family From Lead In Your Home." (Bulk quantities of the pamphlet can be ordered from the Government Printing Office at (202) 512-1800, or the pamphlet can be viewed on the Web.

Provide a Lead Warning Statement to prospective purchasers or tenants.

Provide purchasers a notice of a 10-day opportunity to inspect for lead-based paint in the property to be purchased.

Indicate whether the Seller or Lessor has actual (documented) knowledge of the presence of lead-based paint in the sale or rental property.

Provide certifications and acknowledgments for the lead-based paint requirements in a Contract for Sale (also called "Agreement of Sale") or in a lease, as either an attachment or in the body of the sale or lease agreement.

• If the residential unit being leased or purchased is a zero bedroom dwelling, if it is housing for the elderly (and no children under age 6 reside there), or if the unit has been certified as "lead-based paint free" by a certified lead based-paint inspector or risk assessor, then the Lead Disclosure Rule does not apply.

• The Lead Disclosure Rule was enacted to inform tenants and purchasers of pre-1978 residential properties about the dangers of lead-based paint and to require disclosure of any actual (documented) knowledge of lead-based paint. The Lead Disclosure Rule also requires that such notification and disclosure to a tenant or purchaser be provided and documented before the tenant or purchaser becomes obligated under a lease or sale agreement, to lease or purchase a pre-1978 residential rental property. It is believed that providing such notification and disclosure to prospective tenants and purchasers will help to reduce the exposure to lead based paint which causes serious lead poisoning especially to children under age 6, who are particularly susceptible to the hazards of lead. (www.epa.gov/lead.)

Rent Reasonableness:
•No HAP contract can be approved until the PHA has determined that the rent for the unit is reasonable. The purpose of the rent reasonableness test is to ensure that a fair rent is paid for each unit rented under the HCV program.
•HUD regulations define a reasonable rent as one that does not exceed the rent charged for comparable, unassisted units in the same market area. HUD also requires that owners not charge more for assisted units than for comparable units on the premises.

Rent Increases:
•When requesting a rental increase for a tenant on the program, the owner must send a letter to the tenant notifying them of the increased rent amount and the effective date of the proposed change. It must be addressed to the tenant and include their full mailing address and the reason for the increase. It must be signed and dated by the owner or agent. A copy of the notice must also be sent to KCDC at least 60 days in advance of the tenant's annual anniversary date. Rent increase submitted less than 60 days prior to the tenant's annual anniversary date will not be accepted. KCDC will not allow a rental increase of more than 10% each year.

Rents for PHA-owned Units:
In cases where an HCV family is receiving assistance in a PHA-owned unit, the PHA should when possible obtain the services of an independent entity to determine rent reasonableness in accordance with program requirements, and to assist the family in negotiating the contract rent when the family requests assistance. The independent agency must communicate the results of the rent reasonableness determination to the family and the PHA.

Rents Charged for Other Units on the Premises
•The Request for Tenancy Approval (HUD-52517) requires owners to provide information, on the form itself, about the rent charged for other unassisted comparable units on the premises if the premises include more than 4 units.

•By accepting the KCDC payment each month the owner certifies that the rent is not more than the rent charged for comparable unassisted units on the premises. If the owner requests a higher rent, the owner must give KCDC information regarding rents charged for other units on the premises.

How Comparability is Determined:

•KCDC will take into consideration the factors listed below when determining rent comparability.

- Location and age
- Unit size including the number of rooms and square footage of rooms
- The type of unit including construction type (e.g., single family, duplex, garden, low-rise, high-rise)
- The quality of the units including the quality of the original construction, maintenance and improvements made.
- Amenities, services, and utilities which are included in the contract rent.

Units that Must Not be Used as Comparables

•Comparable units must represent unrestricted market rents. Therefore, units that receive some form of federal, state, or local assistance that imposes rent restrictions cannot be considered comparable units. These include units assisted by HUD through any of the following programs: Section 8 project-based assistance, Section 236 and Section 221(d)(3) Below Market Interest Rate (BMIR) projects, HOME or Community Development Block Grant (CDBG) program-assisted units in which the rents are subsidized; units subsidized through federal, state, or local tax credits; units subsidized by the Department of Agriculture rural housing programs, and units that are rent-controlled by local ordinance.

Enforcing Owner Compliance with HQS:

•If the owner fails to maintain the dwelling unit in accordance with HQS, KCDC will take prompt and necessary action to enforce the owner obligations.

•If an owner fails to correct HQS deficiencies by the time specified, KCDC will abate housing assistance payments no later than the first of the month following the repair deadline date. No retroactive payments will be made to the owner for the period of time the rent was abated. If KCDC is not able to gain access to the unit to clear the deficiencies the owners HAP payment and contract will be abated.

•During any abatement period the family continues to be responsible for its share of the rent. The owner must not seek payment from the family for abated amounts and may not use the abatement as cause for eviction. KCDC will inspect abated units upon notification that the work has been completed.

Enforcing Tenant Compliance with HQS:

•Families are responsible for correcting any tenant related HQS violations. If the family fails to correct a violation within the period allowed by the PHA (and any extensions), the PHA will terminate the family's assistance, according to the policies described in KCDC's administrative plan. If KCDC is unable to determine that a unit's deficiencies have been completed then KCDC will abate the owner's payment until the deficiencies are cleared.

EMERGENCY REPAIR ITEMS:
The following items are considered to be of an emergency nature and must be corrected by the owner or tenant (whoever is responsible) within 24 hours of notice by KCDC:
• Utilities not in service
• Broken lock(s) on first floor doors or windows that may endanger the tenant security
• Major plumbing leaks or flooding
• Inoperable smoke detector on every level
• Natural gas leak or fumes
• Electrical outlet smoking or sparking or problem that could result in shock or fire
• Inability to maintain adequate heat
• No hot or cold water
• Highly hazardous broken glass where someone could be injured
• Unusable toilet when only one toilet is present in the unit
• Sewage backup and flooding of floor
• Owner-provided utilities or appliances that are critical to the welfare of the tenant and family must be in working order
• Other conditions that pose an immediate threat to health and safety such as severe mold, waterlogged ceiling in danger of falling, and obstacles which prevent tenant's egress

•KCDC may give a short extension (not more than 48 hours) whenever the responsible party cannot be notified or it is impossible to eliminate the problem or execute the repair within the 24-hour period. In those cases where there is leaking gas or a potential fire or other threat to public safety, and the responsible party cannot be notified or it is impossible to make the repair, proper authorities will be notified by KCDC. If the emergency repair item(s) are not corrected in the time period required by KCDC, the housing assistance payment will be abated and the contract will be terminated. If a family obligation is violated the family will lose their assistance.

Common Hazards:
The following items shall be classified as hazardous and declared as "failed" items.
• Messy or trashy yards containing one or more of the following: tall grass, debris, dilapidated and unsafe storage buildings or unnecessary obstructions.
• Dangerous or threatening dogs or other animals not contained or secured.
• No free Standing or unapproved vent-less space heaters for heating purposes.
• Cracked glass in windowpanes, storm doors and exit doors greater than 6 inches long or with offset surfaces must be replaced.
• Serious drop-offs in yards and driveways including uncovered window wells.
• Parking areas or others wherein concrete or other types of retainer walls allow an immediate drop greater than 36 inches down where injury can occur must have a secure railing system that will meet local code requirements.
• Window security bars (burglar bars) and security screen installations that do not meet the local code requirement for a quick release system.

This is not a comprehensive list of HQS requirements. The information provided in this document is not legal advice and should not be interpreted as legal advice. This document is intended to provide a basic understanding of the Housing Quality Standards and how units are inspected by KCDC in summary form. This information may not be comprehensive, is subject to change, and may not apply to all individual circumstances. Any information obtained here should be confirmed with the appropriate government or private agencies particularly as it relates to your individual circumstances.

Last update- January 2013