

Chapter 8

LEASING AND INSPECTIONS

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

INTRODUCTION

Public housing leases are the contractual basis of the legal relationship between LMHA and the tenant. All units must be occupied pursuant to a dwelling lease agreement that complies with HUD regulations.

HUD regulations require LMHA to inspect each dwelling unit prior to move-in, at move-out, and annually during the period of occupancy. In addition, LMHA may conduct additional inspections in accordance with LMHA policy.

This chapter is divided into two parts as follows:

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

Part II: Inspections. This part describes LMHA's policies for inspecting dwelling units.

PART I: LEASING

8-I.A. OVERVIEW

An eligible family may occupy a public housing dwelling unit under the terms of a lease. The lease must meet all regulatory requirements and must also comply with applicable state and local laws and codes.

The term of the lease must be for a period of 12 months. The lease must be renewed automatically for another 12-month term, except that LMHA may not renew the lease if the family has violated the community service requirement [24 CFR 966.4(a)(2)].

Part I of this chapter contains regulatory information on leasing, where applicable, as well as LMHA's leasing policies.

The use of tobacco products, including, but not limited to, burning of tobacco leaves, such as cigarettes, cigars, pipes and waterpipes (hookahs), inside all indoor areas of LMHA's living units, indoor common areas, electrical closets, storage units, public restrooms, community center rooms or areas, day care centers, laundry areas and LMHA's office buildings is prohibited. VAWA 2013 expanded notification requirements to include the obligation for PHAs to provide families who are admitted to the program a notice of rights and the form HUD-5382.

8-I.B. LEASE ORIENTATION

LMHA Policy

After unit acceptance but prior to occupancy, an LMHA representative will conduct a lease orientation with the family. All family members 18 and over are required to attend.

Orientation Agenda

LMHA Policy

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

- A copy of the lease
- A copy of LMHA's grievance procedure
- A copy of the house rules
- A copy of LMHA's schedule of maintenance charges
- A copy of "Is Fraud Worth It?" (form HUD-1141-OIG), which explains the types of actions a family must avoid and the penalties for program abuse
- Information about the protections afforded by the Violence against Women Act of 2013 (VAWA) to victims of domestic violence, dating violence, sexual assault, stalking, **human trafficking, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse (VAWA 2022).**
- A copy of the form HUD-5382, Certification of Domestic Violence, Dating Violence, Stalking, or **Human Trafficking.**

Topics to be discussed and explained to all families include:

- Applicable deposits and all other charges
- Review and explanation of lease provisions
- Unit maintenance requests and work orders
- LMHA's interim reporting requirements
- Review and explanation of occupancy forms
- Community service requirements (if applicable) Family choice of rent
- VAWA protections

8-I.C. EXECUTION OF LEASE

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

A lease is executed at the time of admission for all new residents. A new lease is also executed at the time of transfer from one LMHA unit to another.

The lease must state the composition of the household as approved by LMHA (family members and any LMHA-approved live-in aide) [24 CFR 966.4(a)(1)(v)]. See Section 8-I.D. for policies regarding changes in family composition during the lease term.

LMHA Policy

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

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

8-I.D. MODIFICATIONS TO THE LEASE

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

Modifications to the Lease Form

LMHA may modify its lease from time to time. However, LMHA must give residents at least thirty (30) days advance notice of the proposed changes and an opportunity to comment on the changes. LMHA must also consider any comments before formally adopting a new lease [24 CFR 966.3].

After proposed changes have been incorporated into the lease and approved by the Board, each family must be notified at least 60 days in advance of the effective date of the new lease or lease revision. A resident's refusal to accept permissible and reasonable lease modifications that are made in accordance with HUD requirements, or are required by HUD, is grounds for termination of tenancy [24 CFR 966.4(l)(2)(iii)(E)].

LMHA Policy

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

Schedules of special charges and rules and regulations are subject to modification or revision. Because these schedules are incorporated into the lease by reference, residents and resident organizations must be provided at least thirty days written notice of the reason(s) for any proposed modifications or revisions and must be given an opportunity to present written comments. The notice must be delivered directly or mailed to each tenant; or posted in at least three conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place at the project office, if any, or if none, a similar central business location within the project. Comments must be taken into consideration before any proposed modifications or revisions become effective [24 CFR 966.5].

After the proposed revisions become effective, they must be publicly posted in a conspicuous manner in the project office and must be furnished to applicants and tenants on request [24 CFR 966.5].

LMHA Policy

When LMHA proposes to modify or revise schedules of special charges or rules and regulations, LMHA will post a copy of the notice in the central office and all management and satellite offices and will mail a copy of the notice to each resident family.

Other Modifications

LMHA Policy

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

If, for any reason, any member of the household ceases to reside in the unit, the family will be required to sign a new lease.

If the new member of the household is an adult, s/he will also be required to sign and date the lease. Policies governing when and how changes in family composition must be reported are contained in Chapter 9, Reexaminations.

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

At the option of LMHA, the lease may require security deposits. The amount of the security deposit cannot exceed one month's rent or a reasonable fixed amount as determined by LMHA. LMHA may allow for gradual accumulation of the security deposit by the family, or the family may be required to pay the security deposit in full prior to occupancy. Subject to applicable laws, interest earned on security deposits may be refunded to the tenant after vacating the unit, or used for tenant services or activities.

LMHA Policy

Generally, residents may be required to pay a security deposit to LMHA at the time of admission. The security deposit will be the higher of \$50 or one month's rent and must be paid in full prior to occupancy. LMHA may allow the security deposit to be paid in three installments. However, under documented extenuating circumstances (financial hardship, including but not limited to, natural disasters and/or crisis) or any HUD mandates, LMHA may waive the security deposit. LMHA may suspend this requirement on an emergency

basis due to a nationally or locally declared pandemic emergency.

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

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

LMHA will not refund the security deposit until after tenant has moved out and LMHA has inspected the dwelling unit. LMHA will return the security deposit within 30 days after moving out, if tenant has:

1. Given 15 days prior written notice of tenant's intent to move out
2. Paid all rent and other charges
3. Left the premises and exterior grounds in a clean and reasonable condition
4. In cases of unauthorized wallpapering or painting, tenant has restored the unit to its original condition, normal wear and tear excepted, removed all rubbish, letter and personal possessions from the premises
5. Returned all keys and provided LMHA with tenant new address or forwarding address in writing

LMHA will provide the resident with a written list of any charges against the security deposit within 30 days of the move-out inspection. If the resident disagrees with the amount charged, LMHA will provide a meeting to discuss the charges.

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

8-I.F. PAYMENTS UNDER THE LEASE Rent Payments [24 CFR 966.4(b)(1)]

Families must pay the amount of the monthly tenant rent determined by LMHA in accordance with HUD regulations and other requirements. The amount of the tenant rent is subject to change in accordance with HUD requirements. LMHA will pro-rate rent for a tenant that moves in any day other than the 1st of the month.

The lease must specify the initial amount of the tenant rent at the beginning of the initial lease term, and LMHA must give written notice stating any change in the amount of tenant rent and when the change is effective. To prevent vacancies LMHA can add a tenant's pro-rated rent to the following month for units 15 days vacant and if a tenant states in writing they cannot afford to pay at the time of move in. If a unit is not 15 days vacant, a tenant's pro-rated rent can still be added to the rent the following month of move in, if a tenant states in writing they cannot afford to pay at the time of move in.

LMHA Policy

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

If a family's tenant rent changes, LMHA will notify the family of the new amount and the effective date by sending a "Rent Change Notification Letter" which will become an attachment to the lease.

Late Fees and Nonpayment

At the option of LMHA, the lease may provide for payment of penalties when the family is late in paying tenant rent [24 CFR 966.4(b)(3)].

The lease must provide that late payment fees are not due and collectible until two weeks after LMHA gives written notice of the charges. The written notice is considered an adverse action and must meet the requirements governing a notice of adverse action [24 CFR 966.4(b)(4)].

The notice of proposed adverse action must identify the specific grounds for the action and inform the family of their right for a hearing under LMHA grievance procedures. LMHA must not take the proposed action until the time for the tenant to request a grievance hearing has expired, or (if a hearing was requested within the required timeframe,) the grievance process has been completed [24 CFR 966.4(e)(8)].

LMHA Policy

If the family fails to pay their rent by the seventh calendar day of the month, and LMHA has not agreed to accept payment at a later date, a 14 day Notice to Vacate will be issued to the resident for failure to pay rent, demanding payment in full or the surrender of the premises.

In addition, if the resident fails to make payment by the end of office hours on the seventh calendar day of the month, a late fee of \$15.00 will be charged. Notices of late fees will be in accordance with requirements regarding notices of adverse action. Charges are due and payable 14 calendar days after billing. If the family requests a grievance hearing within the required timeframe, LMHA may not take action for nonpayment of the fee until the conclusion of the grievance process. If the resident can document financial hardship, the late fee may be waived on a case-by-case basis.

When a check is returned for insufficient funds or is written on a closed account, the rent will be considered unpaid and a returned check fee in the amount commensurate with the bank charges will be charged to the family. The fee will be due and payable 14 days after billing.

LMHA will not accept partial payments of rent and late fees, unless the family enters into a repayment agreement. Late rent and all applicable charges must be paid in full.

Excess Utility Charges

If LMHA charges the tenant for consumption of excess utilities, the lease must state the basis for the determination of such charges. The imposition of charges for consumption of excess utilities is permissible only if the charges are determined by an individual check meter servicing the leased unit or result from the use of major tenant-supplied appliances [24 CFR 966.4(b)(2)].

Schedules of special charges for utilities that are required to be incorporated in the lease by

reference must be publicly posted in a conspicuous manner in the development office and must be furnished to applicants and tenants on request [24 CFR 966.5].

The lease must provide that charges for excess utility consumption are not due and collectible until two weeks after LMHA gives written notice of the charges. The written notice is considered an adverse action and must meet the requirements governing a notice of adverse action [24 CFR 966.4(b)(4)].

The notice of proposed adverse action must identify the specific grounds for the action and inform the family of their right to a hearing under LMHA grievance procedures. LMHA must not take the proposed action until the time for the tenant to request a grievance hearing has expired, or (if a hearing was requested within the required timeframe,) the grievance process has been completed [24 CFR 966.4(e)(8)].

LMHA Policy

LMHA will not charge for excess utility usage.

Maintenance and Damage Charges

If LMHA charges the tenant for maintenance and repair beyond normal wear and tear, the lease must state the basis for the determination of such charges [24 CFR 966.4(b)(2)].

Schedules of special charges for services and repairs which are required to be incorporated in the lease by reference must be publicly posted in a conspicuous manner in the development office and must be furnished to applicants and tenants on request [24 CFR 966.5].

The lease must provide that charges for maintenance and repair beyond normal wear and tear are not due and collectible until two weeks after LMHA gives written notice of the charges. The written notice is considered an adverse action and must meet the requirements governing a notice of adverse action [24 CFR 966.4(b)(4)].

The notice of proposed adverse action must identify the specific grounds for the action and inform the family of their right for a hearing under LMHA grievance procedures. LMHA must not take the proposed action until the time for the tenant to request a grievance hearing has expired, or (if a hearing was requested within the required timeframe,) the grievance process has been completed [24 CFR 966.4(e)(8)].

LMHA Policy

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

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

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

PART II: INSPECTIONS

8-II.A. OVERVIEW

LMHA is obligated to maintain safe and habitable dwelling units and to make necessary repairs to dwelling units [24 CFR 966.4(e)]. The National Standards for the Inspection Physical Inspection of Real Estate (NSPIRE) are the standard under which HUD housing units, including those under the public housing program, are inspected. NSPIRE ensures that residents of public housing live in safe, habitable dwellings, and the items and components located inside, outside, and within the units are functionally adequate, operable, and free of health and safety hazards [24 CFR 5.703(a)]. Further, units must comply with state and local code requirements (such as fire, mechanical, plumbing, carbon monoxide, property maintenance, and residential code) [24 CFR 5.703(f)] as well as with all requirements related to the evaluation and control of lead-based paint hazards [24 CFR 5.703(e)(2)].

Under NSPIRE, public housing units are subject to three types of inspections: annual self-inspections, NSPIRE Inspections (which are used to assess and score LMHA under the Public Housing Assessment System (PHAS)), and NSPIRE Plus Inspections (which are triggered by poor property conditions). HUD regulations also require LMHA to inspect each public housing dwelling unit prior to move-in, and at move-out, and annually during occupancy. In addition, the LMHA may require additional inspections, in accordance with LMHA policy. This part contains the LMHA's policies governing inspections by LMHA and HUD, notification of unit entry, and inspection results repair timelines. This section discusses inspections conducted by LMHA (including annual self-inspections) and inspections conducted by HUD REAC.

~~HUD regulations require LMHA to inspect each dwelling unit prior to move-in, at move-out, and annually during occupancy. In addition, LMHA may require additional inspections, in accordance with LMHA Policy. This part contains LMHA's policies governing inspections, notification of unit entry, and inspection results.~~

8-II.B. ~~Types of~~ PHA-Conducted Inspections

LMHA is obligated to maintain dwelling units and the project in safe and habitable condition and to make necessary repairs to dwelling units [24 CFR 966.4(e)].

Types of PHA-Conducted Inspections

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

The lease must require LMHA and the family to inspect the dwelling unit prior to occupancy in order to determine the condition of the unit and equipment in the unit. A copy of the initial inspection, signed by LMHA and the tenant, must be provided to the tenant and retained in the resident file.

LMHA Policy

The head, spouse or co-head must attend the initial inspection and sign the inspection.

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

LMHA must inspect the unit at the time the resident vacates the unit and must allow the resident to participate in the inspection if he or she wishes, unless the tenant vacates without notice to LMHA. LMHA must provide to the tenant a statement of any charges to be made for maintenance and damage beyond normal wear and tear.

The difference between the condition of the unit at move-in and move-out establishes the basis for any charges against the security deposit so long as the work needed exceeds that for normal wear and tear.

LMHA Policy

When applicable, LMHA will provide the tenant with a statement of charges to be made for maintenance and damage beyond normal wear and tear, within 30 calendar days of conducting the move-out inspection.

~~Annual Inspections [24 CFR 5.705]~~

Annual Self-Inspections [24 CFR 5.707]

The new NSPIRE model prioritizes health, safety, and functional defects over appearance. It implements inspections that better reflect the true physical conditions of the property. The NSPIRE model supports the adoption of sound, year-round maintenance practices (<https://www.hud.gov/reac/nspire>).

Annually LMHA is required to self-inspect their properties, including all units, to ensure units are maintained in accordance with NSPIRE standards in 24 CFR 5.703 (or any future applicable HUD-prescribed physical inspection procedures). ~~LMHA is required to inspect all occupied units annually using HUD-prescribed physical inspection procedures.~~ Under the Public Housing Assessment System (PHAS), HUD's physical condition inspections do not relieve LMHA of this responsibility to inspect its units [24 CFR 902.20(d)].

Under NSPIRE, properties will inspect all units and submit their inspection results electronically to HUD on an annual basis. While not scored, self-inspections provide additional data to REAC between NSPIRE inspections to ensure that properties are visiting every unit at least once a year, identifying maintenance and modernization needs, and generating work orders on a regular basis. Self-inspections are a key component of ensuring properties are maintained year-round and encourage regular, preventative maintenance rather than "just-in-time" repairs ahead of HUD-conducted inspections.

(<https://www.hud.gov/sites/dfiles/PIH/documents/NSPIRE-Factsheet-InspectionTypes.pdf>)

Quality Control Inspections

While quality control inspections are not required by regulation, LMHA will implement them to monitor the quality of inspections and ensure that defects are identified and repaired in a timely manner. On an annual basis, LMHA will conduct supervisory quality control inspections.

The purpose of quality control inspections is to assure that all defects were identified in the original inspection, and that repairs were completed at an acceptable level of craftsmanship and within an acceptable time frame.

LMHA Policy

Supervisory quality control inspections will be conducted **annually** in accordance with LMHA's maintenance plan.

Special Inspections

LMHA Policy

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

- Housekeeping
- Unit condition
- Suspected lease violation(s)
- Preventive maintenance
- Routine maintenance
- There is reasonable cause to believe an emergency exists

Other Inspections

This section describes the LMHA's policies for inspecting areas of developments other than dwelling units.

LMHA Policy

Building exteriors, grounds, common areas and systems will be inspected according to LMHA's maintenance plan.

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

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

Notice to Residents [PIH Notice 2023-16]

LMHA Policy

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

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

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

LMHA Policy

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

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

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

8-II.~~C~~. D. NOTICE AND SCHEDULING OF INSPECTIONS

Notice of Entry

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

LMHA may enter the unit, with reasonable advance notification to perform routine inspections and maintenance, make improvements and repairs, or to show the unit for re-leasing. A written statement specifying the purpose of LMHA entry delivered to the dwelling unit at least two days before such entry is considered reasonable advance notification.

LMHA Policy

- LMHA will notify the resident in writing at least 48 hours prior to any non-emergency inspection.
- For regular annual inspections, the family will receive no less than 48 hours written notice of the inspection to allow the family to prepare the unit for the inspection.
- Entry for repairs requested by the family will not require prior notice. Resident-requested repairs presume permission for LMHA to enter the unit.

Emergency Entries [24 CFR 966.4(j)(2)]

LMHA Policy (Formatted as LMH policy)

LMHA may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe that an emergency exists. If no adult household member is present at the time of an emergency entry, LMHA must leave a written statement showing the date, time and purpose of the entry prior to leaving the dwelling unit.

Scheduling of PHA Conducted Inspections

LMHA Policy

Inspections will be conducted during business hours. If a family needs to reschedule an inspection, they must notify LMHA at least 24 hours prior to the scheduled inspection. LMHA will reschedule the inspection no more than once unless the resident has a verifiable good cause to delay the inspection. LMHA may request verification of such cause. HUD inspections cannot be rescheduled or refused.

Attendance at Inspections

Residents are required to be present for move-in inspections [24 CFR 966.4(i)]. There is no such requirement for other types of inspections.

LMHA Policy

Except at move-in inspections, the resident is not required to be present for the inspection. The resident may attend the inspection if he or she wishes.

If no one is at home, the inspector will enter the unit, conduct the inspection and leave a notice that the inspector entered the unit.

8-II.D E. INSPECTION RESULTS

LMHA is obligated to maintain dwelling units and the project in decent, safe and sanitary condition and to make necessary repairs to dwelling units [24 CFR 966.4(e)].

Emergency Repairs [24 CFR 966.4(h)]

An emergency repair occurs when the unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants.

LMHA Policy

When conditions in the unit are hazardous to life, health, or safety, LMHA will make repairs or otherwise abate the situation within 24 hours (or resolve and sufficiently address the deficiency in a manner that it no longer poses a severe health or safety risk to residents)

If the unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants, the tenant must immediately notify LMHA of the damage, and LMHA must make repairs ~~within a reasonable time frame~~ within 24 hrs. (or resolve and sufficiently address the deficiency in a manner that it no longer poses a severe health or safety risk to residents)

If the damage was caused by a household member or guest, LMHA must charge the family for the reasonable cost of repairs. LMHA may also take lease enforcement action against the family.

If LMHA cannot make repairs ~~quickly~~ within 24 hours (or resolve and sufficiently address the deficiency in a manner that it no longer poses a severe health or safety risk to residents), LMHA must offer the family standard alternative accommodations or otherwise abate the situation.

If LMHA can neither repair the defect within 24 hours ~~a reasonable time frame~~ (or resolve and sufficiently address the deficiency in a manner that it no longer poses a severe health or safety risk to residents) nor offer alternative housing, rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling. Rent shall not be abated if the damage was caused by a household member or guest, or if the resident rejects the alternative accommodations.

Note: Evidence of the correction must be submitted within 48 hours after the 24-hour deadline, allowing 72 hours for the complete process (PIH Notice 2023-16).

Examples of Life-Threatening Deficiencies Requiring 24-hour Correction:

LMHA Policy

Defects hazardous to life, health or safety include, but are not limited to, the following:

- Non-operable toilet: Absence of a functioning toilet in the unit or ~~if the only toilet in a unit is not working~~
- Utilities not in service: including no running hot water
- Absence of a working heating system when outside temperature is below 40 degrees Fahrenheit
- Missing guard rail at a drop greater than 30 inches
- Fire Safety: Missing, malfunctioning, or inoperable smoke detectors ~~smoke detectors, blocked exits, and issues with fire suppression systems.~~

- Issues with fire-rated doors: Defects such as bad weather stripping, inoperable closers, or holes in fire-rated doors are considered life-threatening and require immediate repair.
- Paint on a fire-suppression sprinkler head
- Natural gas leaks
- Carbon Monoxide: Missing or improperly installed carbon monoxide alarms.
- Electrical Safety: Exposed electrical wiring, overloaded circuits, and other hazards
 - Inoperable GFIs and AFCIs
 - Any electrical problem or condition that could result in shock or fire
- Water Safety: Plumbing leaks that cause water intrusion, potentially leading to mold or electrical hazards, waterlogged ceilings or floors in imminent danger of falling
 - Leaks in sanitary plumbing
- Detached dryer vent on an electric dryer: categorized as a life-threatening defect under NSPIRE
- Structural Integrity: Damaged foundations, unstable walls, or other structural issues that could lead to collapse.
- Other Hazards: Situations that create a high risk of death or serious injury, such as blocked or inoperable windows in an inside inspectable area or obstacles that prevent safe entrance or exit from the unit

Non-Emergency Repairs

Under NSPIRE, LMHA must correct Moderate deficiencies within 30 days and Low deficiencies within 60 days, or as otherwise provided in the NSPIRE standards. Repairs should be permanent fixes, unless otherwise approved by HUD in writing. HUD may also prescribe timelines in Corrective Action Plans as defined in 24 CFR 902.3 or Corrective Action Agreements as described in 24 CFR 902.105.

LMHA Policy

LMHA will correct non-life-threatening health and safety defects within 10 business days of the inspection date. ~~If LMHA is unable to make repairs within that period due to circumstances beyond LMHA's control (e.g. required parts or services are not available, weather conditions, etc.)~~

- If LMHA is unable to make repairs within the periods identified in the NSPIRE standards, LMHA must offer the family standard alternative accommodations or alternative housing, and rent shall be abated in proportion to the seriousness of the damage and loss.
- Rent shall not be abated if the damage was caused by a household member or guest, or if the resident rejects the alternative accommodations.
- LMHA will notify the family of an estimated date of completion.
- The family must allow LMHA access to the unit to make repairs.
- Except for emergencies, management will not enter the dwelling unit to perform repairs where a pet resides unless accompanied for the entire duration of the

repair by the pet owner or responsible person designated by the pet owner in accordance with the pet policies in **Section 10-II.D.**

If the unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants, the tenant must immediately notify LMHA of the damage, and LMHA must make repairs within 24 hours or resolve and sufficiently address the deficiency in a manner that it no longer poses a severe health or safety risk to residents. LMHA will ensure the hazard is blocked until permanent repairs can be completed. A correction could include controlling or blocking access to the hazard by performing a temporary relocation of the resident while repairs are made.

If the damage was caused by a household member or guest, LMHA must charge the family for the reasonable cost of repairs. LMHA may also take lease enforcement action against the family.

LMHA Policy

~~When conditions in the unit are hazardous to life, health, or safety, LMHA will make repairs or otherwise abate the situation within 24 hours.~~

Resident-Caused Damages

LMHA Policy

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

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

Housekeeping

LMHA Policy

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

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

Notices of lease violation will also be issued to residents who purposely disengage the unit's smoke detector. Only one warning will be given. A second incidence will result in lease termination.