

# Inspection Form

Housing Choice Voucher Program

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

OMB Approval No. 2577-0169  
(exp. 04/30/2018)

Public reporting burden for this collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

**Privacy Act Statement.** The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the name and address of both the family and the owner is mandatory. The information is used to determine if a unit meets the housing quality standards of the section 8 rental assistance program. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family participation.

Assurances of confidentiality are not provided under this collection.

This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f).  
a unit meets the housing quality standards of the section 8 rental assistance program.

The information is used to determine if

PHA	Tenant ID Number	Date of Request (mm/dd/yyyy)
Inspector	Date Last Inspection (mm/dd/yyyy)	Date of Inspection (mm/dd/yyyy)
Neighborhood/Census Tract	Type of Inspection <input type="checkbox"/> Initial <input type="checkbox"/> Special <input type="checkbox"/> Reinspection	Project Number

**A. General Information**

Street Address of Inspected Unit		Housing Type (check as appropriate) <input type="checkbox"/> Single Family Detached <input type="checkbox"/> Duplex or Two Family Row <input type="checkbox"/> House or Town House <input type="checkbox"/> Low Rise; 3,4 Stories, Including Garden Apartment <input type="checkbox"/> High Rise; 5 or More Stories <input type="checkbox"/> Manufactured Home <input type="checkbox"/> Congregate <input type="checkbox"/> Cooperative <input type="checkbox"/> Independent Group Residence <input type="checkbox"/> Single Room Occupancy <input type="checkbox"/> Shared Housing <input type="checkbox"/> Other (Specify)
City	County      State      Zip	
Name of Family	Current Telephone of Family	
Current Street Address of Family		
City	County      State      Zip	
Number of Children in Family Under 6		
Name of Owner or Agent Authorized to Lease Unit Inspected	Telephone of Owner or Agent	
Address of Owner or Agent		

## B. Summary Decision on the Unit

(to be completed after the form has been filled in)

### Housing Quality Standard Pass or Fail

1. **Fail** If there are any checks under the column headed "Fail" the unit fails the minimum housing quality standards. Discuss with the owner the repairs noted that would be necessary to bring the unit up to the standard.

2. **Inconclusive** If there are no checks under the column headed "Fail" and there are checks under the column headed "Inconclusive," obtain additional information necessary for a decision (question owner or tenant as indicated in the item instructions given in this checklist). Once additional information is obtained, change the rating for the item and record the date of verification at the far right of the form.

3. **Pass** If neither (1) nor (2) above is checked, the unit passes the minimum housing quality standards. Any additional conditions described in the right hand column of the form should serve to (a) establish the precondition of the unit, (b) indicate possible additional areas to negotiate with the owner, (c) aid in assessing the reasonableness of the rent of the unit, and (d) aid the tenant in deciding among possible units to be rented. The tenant is responsible for deciding whether he or she finds these conditions acceptable.

**Unit Size:** Count the number of bedrooms for purposes of the FMR or Payment Standard. Record in the box provided.

**Year Constructed:** Enter from Line 5 of the Request for Tenancy Approval form. Record in the box provided.

**Number of Sleeping Rooms:** Count the number of rooms which could be used for sleeping, as identified on the checklist. Record in the box provided.

### C. How to Fill Out This Checklist

Complete the checklist on the unit to be occupied (or currently occupied) by the tenant. Proceed through the inspection as follows:

Area	Checklist Category
room by room	1. Living Room 2. Kitchen 3. Bathroom 4. All Other Rooms Used for Living
basement or utility room	5. All Secondary Rooms Not Used for Living
outside	6. Heating & Plumbing 7. Building Exterior
overall	8. General Health & Safety

Each part of the checklist will be accompanied by an explanation of the item to be inspected.

**Important:** For each item numbered on the checklist, check one box only (e.g., check one box only for item 1.4 "Security" in the Living Room.)

In the space to the right of the description of the item, if the decision on the item is "Fail" write what repairs are necessary; if "Inconclusive" write in details.

Also, if "Pass" but there are some conditions present that need to be brought to the attention of the owner or the tenant, write these in the space to the right.

If it is an annual inspection, record to the right of the form any repairs made since the last inspection. If possible, record reason for repair (e.g., ordinary maintenance, tenant damage).

If it is a complaint inspection, fill out only those checklist items for which complaint is lodged. Determine, if possible, tenant or owner cause.

Once the checklist has been completed, return to Part B (Summary Decision on the Unit).

Previous editions are obsolete

## 1. Living Room

### 1.1 Living Room Present

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

### 1.2 Electricity

In order to qualify, the outlets must be present and properly installed in the baseboard, wall or floor of the room. Do not count a single duplex receptacle as two outlets, i.e., there must be **two** of these in the room, or **one** of these plus a permanently installed ceiling or wall light fixture.

Both the outlets and/or the light must be working. Usually, a room will have sufficient lights or electrical appliances plugged into outlets to determine workability. Be sure light fixture does not fail just because the bulb is burned out.

Do not count any of the following items or fixtures as outlets/fixtures: Table or floor lamps (these are **not** permanent light fixtures); ceiling lamps plugged into socket; extension cords.

If the electric service to the unit has been temporarily turned off check "Inconclusive." Contact owner or manager after inspection to verify that electricity functions properly when service is turned on. Record this information on the checklist.

### 1.3 Electrical Hazards

Examples of what this means: broken wiring; non-insulated wiring; frayed wiring; improper types of wiring, connections or insulation; wires lying in or located near standing water or other unsafe places; light fixture hanging from electric wiring without other firm support or fixture; missing cover plates on switches or outlets; badly cracked outlets; exposed fuse box connections; overloaded circuits evidenced by frequently "blown" fuses (ask the tenant).

Check "Inconclusive" if you are uncertain about severity of the problem and seek expert advice.

### 1.4 Security

"Accessible to outside" means: doors open to the outside or to a common public hall; windows accessible from the outside (e.g. basement and first floor), windows or doors leading onto a fire escape, porch or other outside place that can be reached from the ground.

"Lockable" means: the window or door has a properly working lock, or is nailed shut, or the window is not designed to be opened. A storm window lock that is working properly is acceptable. Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.

### 1.5 Window Condition

Rate the windows in the room (including windows in doors).

"Severe deterioration" means that the window no longer has the capacity to keep out the wind and the rain or is a cutting hazard. Examples are: missing or broken-out panes; dangerously loose cracked panes; windows that will not close; windows that, when closed, do not form a reasonably tight seal.

If more than one window in the room is in this condition, give details in the space provided on the right of the form.

If there is only "moderate deterioration" of the windows the item should "Pass." "Moderate deterioration" means windows which are reasonably weather-tight, but show evidence of some aging, abuse, or lack of repair. Signs of deterioration are: minor crack in window pane; splintered sill; signs of some minor rotting in the window frame or the window itself; window panes loose because of missing window putty. Also for deteriorated and peeling paint see 1.9. If more than one window is in this condition, give details in the space provided on the right of the form.

### 1.6 Ceiling Condition

"Unsound or hazardous" means the presence of such serious defects that either a potential exists for structural collapse or that large cracks or holes allow significant drafts to enter the unit. The condition includes: severe bulging or buckling; large holes; missing parts; falling or in danger of falling loose surface materials (other than paper or paint).

Pass ceilings that are basically sound but have some nonhazardous defects, including: small holes or cracks; missing or broken ceiling tiles; water stains; soiled surfaces; unpainted surfaces; peeling paint (for peeling paint see item 1.9).

### 1.7 Wall Condition

"Unsound or hazardous" includes: serious defects such that the structural safety of the building is threatened, such as severe buckling, bulging or leaning; damaged or loose structural members; large holes; air infiltration.

Pass walls that are basically sound but have some nonhazardous defects, including: small or shallow holes; cracks; loose or missing parts; unpainted surfaces; peeling paint (for peeling paint see item 1.9).

### 1.8 Floor Condition

"Unsound or hazardous" means the presence of such serious defects that a potential exists for structural collapse or other threats to safety (e.g., stripping) or large cracks or holes allow substantial drafts from below the floor. The condition includes: severe buckling or major movements under walking stress; damaged or missing parts.

Pass floors that are basically sound but have some nonhazardous defects, including: heavily worn or damaged floor surface (for example, scratches or gouges in surface, missing portions of tile or linoleum, previous water damage). If there is a floor covering, also note the condition, especially if badly worn or soiled. If there is a floor covering, including paint or sealant, also note the conditions, especially if badly worn, soiled or peeling (for peeling paint, see 1.9).

### 1.9 Lead-Based Paint

Housing Choice Voucher Units If the unit was built January 1, 1978, or after, no child under age six will occupy or currently occupies it, is a 0-BR, elderly or handicapped unit with no children under age six on the lease or expected, has been certified lead-based paint free by a certified lead-based paint inspector (no lead-based paint present or no lead-based paint present after removal of lead-based paint.), check NA and do not inspect painted surfaces.

This requirement applies to all painted surfaces (building components) within the unit. (Do not include tenant belongings). Surfaces to receive a visual assessment for deteriorated paint include walls, floors, ceilings, built in cabinets (sink bases), baseboards, doors, door frames, windows systems including mullions, sills, or frames and any other painted building component within the unit. Deteriorated paint includes any painted surface that is peeling, chipping, chalking, cracking, damaged or otherwise separated from the substrate.

**All deteriorated paint surfaces more than 2 sq. ft. in any one interior room or space, or more than 10% of the total surface area of an interior type of component with a small surface area (i.e., window sills, baseboards, and trim) must be stabilized (corrected) in accordance with all safe work practice requirements and clearance is required. If the deteriorated painted surface is less than 2 sq. ft. or less than 10% of the component, only stabilization is required. Clearance testing is not required. Stabilization means removal of deteriorated paint, repair of the substrate, and application of a new protective coating or paint. Lead-Based Paint Owner Certification is required following stabilization activities, except for *de minimis level* repairs.**

# 1. Living Room

For each numbered item, check one box only

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
<b>1.1 Living Room Present</b>	Is there a living room?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>1.2 Electricity</b>	Are there at least two working outlets or one working outlet and one working light fixture?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>1.3 Electrical Hazards</b>	Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>1.4 Security</b>	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>1.5 Window Condition</b>	Is there at least one window, and are all windows free of signs of severe deterioration or missing or broken out panes?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>1.6 Ceiling Condition</b>	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>1.7 Wall Condition</b>	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>1.8 Floor Condition</b>	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>1.9 Lead-Based Paint</b>	Are all painted surfaces free of deteriorated paint?	<input type="checkbox"/>	<input type="checkbox"/>			
	If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Not Applicable	

Additional Comments: (Give Item Number)

Comments continued on a separate page Yes  No

## 2. Kitchen

### 2.1 Kitchen Area Present

Note: A kitchen is an area used for preparation of meals. It may be either a separate room or an area of a larger room (for example, a kitchen area in an efficiency apartment).

**2.2 - 2.9 Explanation for these items is the same as that provided for "Living Room" with the following modifications:**

#### 2.2 Electricity

Note: The requirement is that at least one outlet and one permanent light fixture are present and working.

#### 2.5 Window Condition

Note: The absence of a window does not fail this item in the kitchen. If there is no window, check "Pass."

### 2.10 Stove or Range with Oven

Both an oven and a stove (or range) with top burners must be present and working. If either is missing and you know that the owner is responsible for supplying these appliances, check "Fail." Put check in "Inconclusive" column if the tenant is responsible for supplying the appliances and he or she has not yet moved in. Contact tenant or prospective tenant to gain verification that facility will be supplied and is in working condition. Hot plates are not acceptable substitutes for these facilities.

An oven is not working if it will not heat up. To be working a stove or range must have all burners working and knobs to turn them off and on. Under "working condition," also look for hazardous gas hook-ups evidenced by strong gas smells; these should fail. (Be sure that this condition is not confused with an unlit pilot light - a condition that should be noted, but does not fail.)

If both an oven and a stove or range are present, but the gas or electricity are turned off, check "Inconclusive." Contact owner or manager to get verification that facility works when gas is turned on. If both an oven and a stove or range are present and working, but defects exist, check "Pass" and note these to the right of the form. Possible defects are marked, dented, or scratched surfaces; cracked burner ring; limited size relative to family needs.

A microwave oven may be substituted for a tenant-supplied oven and stove (or range).

A microwave oven may be substituted for an owner-supplied oven and stove (or range) if the tenant agrees and microwave ovens are furnished instead of ovens and stoves (or ranges) to both subsidized and unsubsidized tenants in the building or premises.

### 2.11 Refrigerator

If no refrigerator is present, use the same criteria for marking either "Fail" or "Inconclusive" as were used for the oven and stove or range.

A refrigerator is not working if it will not maintain a temperature low enough to keep food from spoiling over a reasonable period of time. If the electricity is turned off, mark "Inconclusive." Contact owner (or tenant if unit is occupied) to get verification of working condition.

If the refrigerator is present and working but defects exist, note these to the right of the form. Possible minor defects include: broken or missing interior shelving; dented or scratched interior or exterior surfaces; minor deterioration of door seal; loose door handle.

### 2.12 Sink

If a permanently attached kitchen sink is not present in the kitchen or kitchen area, mark "Fail." A sink in a bathroom or a portable basin will not satisfy this requirement. A sink is not working unless it has running hot and cold water from the faucets and a properly connected and properly working drain (with a "gas trap"). In a vacant apartment, the hot water may have been turned off and there will be no hot water. Mark this "Inconclusive." Check with owner or manager to verify that hot water is available when service is turned on.

If a working sink has defects, note this to the right of the item. Possible minor defects include: dripping faucet; marked, dented, or scratched surface; slow drain; missing or broken drain stopper.

### 2.13 Space for Storage, Preparation, and Serving of Food

Some space must be available for the storage, preparation, and serving of food. If there is no built-in space for food storage and preparation, a table used for food preparation and a portable storage cabinet will satisfy the requirement. If there is no built-in space, and no room for a table and portable cabinet, check "Inconclusive" and discuss with the tenant. The tenant makes the final determination as to whether or not this space is acceptable. If there are some minor defects, check "Pass" and make notes to the right. Possible defects include: marked, dented, or scratched surfaces; broken shelving or cabinet doors; broken drawers or cabinet hardware; limited size relative to family needs.

## 2. Kitchen

For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
<b>2.1</b>	<b>Kitchen Area Present</b> Is there a kitchen?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>2.2</b>	<b>Electricity</b> Are there at least one working outlet and one working, permanently installed light fixture?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>2.3</b>	<b>Electrical Hazards</b> Is the kitchen free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>2.4</b>	<b>Security</b> Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>2.5</b>	<b>Window Condition</b> Are all windows free of signs of deterioration or missing or broken out panes?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>2.6</b>	<b>Ceiling Condition</b> Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>2.7</b>	<b>Wall Condition</b> Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>2.8</b>	<b>Floor Condition</b> Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>2.9</b>	<b>Lead-Based Paint</b> Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or less than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable	
<b>2.10</b>	<b>Stove or Range with Oven</b> Is there a working oven, and a stove (or range) with top burners that work? If no oven and stove (or range) are present, is there a microwave oven and, if microwave is owner-supplied, do other tenants have microwaves instead of an oven and stove (or range)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>2.11</b>	<b>Refrigerator</b> Is there a refrigerator that works and maintains a temperature low enough so that food does not spoil over a reasonable period of time?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>2.12</b>	<b>Sink</b> Is there a kitchen sink that works with hot and cold running water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>2.13</b>	<b>Space for Storage, Preparation, and Serving of Food</b> Is there space to store, prepare, and serve food?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes  No

### 3. Bathroom

#### 3.1 Bathroom Present

Most units have easily identifiable bathrooms (i.e., a separate room with toilet, washbasin and tub or shower). In some cases, however, you will encounter units with scattered bathroom facilities (i.e., toilet, washbasin and tub or shower located in separate parts of the unit). At a minimum, there must be an enclosure around the toilet. In this case, count the enclosure around the toilet as the bathroom and proceed with 3.2-3.9 below, with respect to this enclosure. If there is more than one bathroom that is normally used, rate the one that is in best condition for Part 3. If there is a second bathroom that is also used, complete Part 4 of the checklist for this room. (See Inspection Manual for additional notes on rating the second bathroom.)

**3.2 - 3.9 Explanation for these items is the same as that provided for "Living Room" with the following modifications:**

#### 3.2 Electricity

Note: The requirement is that at least one permanent light fixture is present and working

#### 3.3 Electrical Hazards

Note: In addition to the previously mentioned hazards, outlets that are located where water might splash or collect are considered an electrical hazard.

#### 3.5 Window Condition

Note: The absence of a window does not fail this item in the bathroom (see item 3.13, Ventilation, for relevance of window with respect to ventilation). If there is no window, but a working vent system is present, check "Pass."

#### 3.7 Wall Condition

Note: Include under nonhazardous defects (that would pass, but should be noted) the following: broken or loose tile; deteriorated grouting at tub/wall and tub/floor joints, or tiled surfaces; water stains.

#### 3.8 Floor Condition

Note: Include under nonhazardous defects (that would pass, but should be noted) the following: missing floor tiles; water stains.

#### 3.10 Flush Toilet in Enclosed Room in Unit

The toilet must be contained within the unit, be in proper operating condition, and be available for the exclusive use of the occupants of the unit (i.e., outhouses or facilities shared by occupants of other units are not acceptable). It must allow for privacy.

Not working means: the toilet is not connected to a water supply; it is not connected to a sewer drain; it is clogged; it does not have a trap; the connections, vents or traps are faulty to the extent that severe leakage of water or escape of gases occurs; the flushing mechanism does not function properly. If the water to the unit has been turned off, check "Inconclusive." Obtain verification from owner or manager that facility works properly when water is turned on.

Comment to the right of the form if the toilet is "present, exclusive, and working," but has the following types of defects: constant running; chipped or broken porcelain; slow draining.

If drain blockage is more serious and occurs further in the sewer line, causing backup, check item 7.6, "Fail," under the plumbing and heating part of the checklist. A sign of serious sewer blockage is the presence of numerous backed-up drains.

#### 3.11 Fixed Wash Basin or Lavatory in Unit

The wash basin must be permanently installed (i.e., a portable wash basin does not satisfy the requirement). Also, a kitchen sink used to pass the requirements under Part 2 of the checklist (kitchen facilities) cannot also serve as the bathroom wash basin. The wash basin may be located separate from the other bathroom facilities (e.g., in a hallway).

Not working means: the wash basin is not connected to a system that will deliver hot and cold running water; it is not connected to a properly operating drain; the connectors (or vents or traps) are faulty to the extent that severe leakage of water or escape of sewer gases occurs. If the water to the unit or the hot water unit has been turned off, check "Inconclusive." Obtain verification from owner or manager that the system is in working condition.

Comment to the right of the form if the wash basin is "present and working," but has the following types of minor defects: insufficient water pressure; dripping faucets; minor leaks; cracked or chipped porcelain; slow drain (see discussion above under 3.10).

#### 3.12 Tub or Shower in Unit

Not present means that neither a tub nor shower is present in the unit. Again, these facilities need not be in the same room with the rest of the bathroom facilities. They must, however, be private.

Not working covers the same requirements detailed above for wash basin (3.11).

Comment to the right of the form if the tub or shower is present and working, but has the following types of defects: dripping faucet; minor leaks; cracked porcelain; slow drain (see discussion under 3.10); absent or broken support rod for shower curtain.

#### 3.13 Ventilation

Working vent systems include: ventilation shafts (non-mechanical vents) and electric fans. Electric vent fans must function when switch is turned on. (Make sure that any malfunctions are not due to the fan not being plugged in.) If electric current to the unit has not been turned on (and there is no operable window), check "Inconclusive." Obtain verification from owner or manager that system works. Note: exhaust vents must be vented to the outside, attic, or crawlspace.

### 3. Bathroom

For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
3.1	<b>Bathroom Present</b> (See description) Is there a bathroom?	<input type="checkbox"/>	<input type="checkbox"/>			
3.2	<b>Electricity</b> Is there at least one permanently installed light fixture?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.3	<b>Electrical Hazards</b> Is the bathroom free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.4	<b>Security</b> Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
3.5	<b>Window Condition</b> Are all windows free of signs of deterioration or missing or broken out panes?	<input type="checkbox"/>	<input type="checkbox"/>			
3.6	<b>Ceiling Condition</b> Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
3.7	<b>Wall Condition</b> Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
3.8	<b>Floor Condition</b> Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
3.9	<b>Lead-Based Paint</b> Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable	
3.10	<b>Flush Toilet in Enclosed Room in Unit</b> Is there a working toilet in the unit for the exclusive private use of the tenant?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.11	<b>Fixed Wash Basin or Lavatory in Unit</b> Is there a working, permanently installed wash basin with hot and cold running water in the unit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.12	<b>Tub or Shower</b> Is there a working tub or shower with hot and cold running water in the unit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.13	<b>Ventilation</b> Are there operable windows or a working vent system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes  No



## 4. Other Room Used for Living and Halls

Complete an "Other Room" checklist for as many "other rooms used for living" as are present in the unit and not already noted in Parts 1, 2, and 3 of the checklist. See the discussion below for definition of "used for living." Also complete an "Other Room" checklist for all entrance halls, corridors, and staircases that are located within the unit and are part of the area used for living. If a hall, entry and/or stairway are contiguous, rate them as a whole (i.e., as part of one space).

Additional forms for rating "Other Rooms" are provided in the check-list.

Definition of "used for living." Rooms "used for living" are areas of the unit that are walked through or lived in on a regular basis. Do not include rooms or other areas that have been permanently, or near permanently, closed off or areas that are infrequently entered. For example, do not include a utility room, attached shed, attached closed-in porch, basement, or garage if they are closed off from the main living area or are infrequently entered. Do include any of these areas if they are frequently used (e.g., a finished basement/play-room, a closed-in porch that is used as a bedroom during summer months). Occasional use of a washer or dryer in an otherwise unused room does not constitute regular use.

If the unit is vacant and you do not know the eventual use of a particular room, complete an "Other Room" checklist if there is any chance that the room will be used on a regular basis. If there is no chance that the room will be used on a regular basis, do not include it (e.g., an unfinished basement) since it will be checked under Part 5, All Secondary Rooms (Rooms not used for living).

### 4.1 Room Code and Room Location

Enter the appropriate room code given below:

#### Room Codes:

- 1 Bedroom or any other room used for sleeping (regardless of type of room)
- 2 = Dining Room or Dining Area
- 3 = Second Living Room, Family Room, Den, Playroom, TV Room
- 4 = Entrance Halls, Corridors, Halls, Staircases
- 5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
- 6 = Other

**Room Location:** Write on the line provided the location of the room with respect to the unit's width, length and floor level as if you were standing outside the unit facing the entrance to the unit:

right/left/center: record whether the room is situated to the right, left, or center of the unit.

front/rear/center: record whether the room is situated to the back, front or center of the unit.

floor level: identify the floor level on which the room is located.

If the unit is vacant, you may have some difficulty predicting the eventual use of a room. Before giving any room a code of 1 (bedroom), the room must meet all of the requirements for a "room used for sleeping" (see items 4.2 and 4.5).

### 4.2 - 4.9 Explanations of these items are the same as those provided for "Living Room" with the following modifications:

#### 4.2 Electricity/Illumination

If the room code is not a "1," the room must have a means of natural or artificial illumination such as a permanent light fixture, wall outlet present, or light from a window in the room or near the room. If any required item is missing, check "Fail." If the electricity is turned off, check "Inconclusive."

#### 4.5 Window Condition

Any room used for sleeping must have at least one window. If the windows in sleeping rooms are designed to be opened, at least one window must be operable. The minimum standards do not require a window in "other rooms." Therefore, if there is no window in another room not used for sleeping, check "Pass," and note "no window" in the area for comments.

#### 4.6 Smoke Detectors

At least one battery-operated or hard-wired smoke detector must be present and working on each level of the unit, including the basement, but not the crawl spaces and unfinished attic.

Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards).

If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).

If the unit was under HAP contract prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992 (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e. the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit). In this case, check "Pass" and note under comments.

#### Additional Notes

For staircases, the adequacy of light and condition of the stair rails and railings is covered under Part 8 of the checklist (General Health and Safety)

**4. Other Rooms Used for Living and Halls** For each numbered item, check one box only.

**4.1 Room Location**

- right/left/center: the room is situated to the right, left, or center of the unit.
- front/rear/center: the room is situated to the back, front or center of the unit.
- floor level: the floor level on which the room is located.

Room Code

- 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room)
- 2 = Dining Room or Dining Area
- 3 = Second Living Room, Family Room, Den, Playroom, TV Room
- 4 = Entrance Halls, Corridors, Halls, Staircases
- 5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
- 6 = Other:

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
<b>4.2</b>	<b>Electricity/Illumination</b> If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If Room Code is not a 1, is there a means of illumination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>4.3</b>	<b>Electrical Hazards</b> Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>4.4</b>	<b>Security</b> Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>4.5</b>	<b>Window Condition</b> If Room Code is a 1, is there at least one window? And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>4.6</b>	<b>Ceiling Condition</b> Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>4.7</b>	<b>Wall Condition</b> Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>4.8</b>	<b>Floor Condition</b> Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>4.9</b>	<b>Lead-Based Paint</b> Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Not Applicable	
<b>4.10</b>	<b>Smoke Detectors</b> Is there a working smoke detector on each level? Do the smoke detectors meet the requirements of NFPA 74? In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

**Additional Comments:** (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes  No

**4. Supplemental for Other Rooms Used for Living and Halls** For each numbered item, check one box only.

**4.1 Room Location**

- right/left/center: the room is situated to the right, left, or center of the unit.
- front/rear/center: the room is situated to the back, front or center of the unit.
- floor level: the floor level on which the room is located.

Room Code

- 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room)
- 2 = Dining Room or Dining Area
- 3 = Second Living Room, Family Room, Den, Playroom, TV Room
- 4 = Entrance Halls, Corridors, Halls, Staircases
- 5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
- 6 = Other:

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
<b>4.2 Electricity/Illumination</b>	If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If Room Code is not a 1, is there a means of illumination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>4.3 Electrical Hazards</b>	Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>4.4 Security</b>	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>4.5 Window Condition</b>	If Room Code is a 1, is there at least one window? And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>4.6 Ceiling Condition</b>	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>4.7 Wall Condition</b>	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>4.8 Floor Condition</b>	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>4.9 Lead-Based Paint</b>	Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Not Applicable	
<b>4.10 Smoke Detectors</b>	Is there a working smoke detector on each level? Do the smoke detectors meet the requirements of NFPA 74? In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

**Additional Comments:** (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes  No

**4. Supplemental for Other Rooms Used for Living and Halls** For each numbered item, check one box only.

**4.1 Room Location**

- \_\_\_\_\_ right/left/center: the room is situated to the right, left, or center of the unit.
- \_\_\_\_\_ front/rear/center: the room is situated to the back, front or center of the unit.
- \_\_\_\_\_ floor level: the floor level on which the room is located.

**Room Code**

- 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room)
- 2 = Dining Room or Dining Area
- 3 = Second Living Room, Family Room, Den, Playroom, TV Room
- 4 = Entrance Halls, Corridors, Halls, Staircases
- 5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
- 6 = Other:

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
<b>4.2</b>	<b>Electricity/Illumination</b> If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If Room Code is not a 1, is there a means of illumination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>4.3</b>	<b>Electrical Hazards</b> Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>4.4</b>	<b>Security</b> Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>4.5</b>	<b>Window Condition</b> If Room Code is a 1, is there at least one window? And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>4.6</b>	<b>Ceiling Condition</b> Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>4.7</b>	<b>Wall Condition</b> Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>4.8</b>	<b>Floor Condition</b> Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>4.9</b>	<b>Lead-Based Paint</b> Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Not Applicable	
<b>4.10</b>	<b>Smoke Detectors</b> Is there a working smoke detector on each level? Do the smoke detectors meet the requirements of NFPA 74? In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

**Additional Comments:** (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes  No

**4. Supplemental for Other Rooms Used for Living and Halls**

For each numbered item, check one box only.

**4.1 Room Location**

- right/left/center: the room is situated to the right, left, or center of the unit.
- front/rear/center: the room is situated to the back, front or center of the unit.
- floor level: the floor level on which the room is located.

Room Code

- 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room)
- 2 = Dining Room or Dining Area
- 3 = Second Living Room, Family Room, Den, Playroom, TV Room
- 4 = Entrance Halls, Corridors, Halls, Staircases
- 5 = Additional Bathroom (also check presence of sink trap and clogged toilet)
- 6 = Other:

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
<b>4.2</b>	<b>Electricity/Illumination</b> If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If Room Code is not a 1, is there a means of illumination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>4.3</b>	<b>Electrical Hazards</b> Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>4.4</b>	<b>Security</b> Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>4.5</b>	<b>Window Condition</b> If Room Code is a 1, is there at least one window? And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>4.6</b>	<b>Ceiling Condition</b> Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>4.7</b>	<b>Wall Condition</b> Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>4.8</b>	<b>Floor Condition</b> Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>4.9</b>	<b>Lead-Based Paint</b> Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Not Applicable	
<b>4.10</b>	<b>Smoke Detectors</b> Is there a working smoke detector on each level? Do the smoke detectors meet the requirements of NFPA 74? In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes  No

## 5. All Secondary Rooms (Rooms not used for living)

### 5. Secondary Rooms (Rooms not used for living)

If any room in the unit did not meet the requirements for "other room used for living" in Part 4, it is to be considered a "secondary room (not used for living)." Rate all of these rooms together (i.e., a single Part 5 checklist for all secondary rooms in the unit).

Inspection is required of the following two items since hazardous defects under these items could jeopardize the rest of the unit, even if present in rooms not used for living: 5.2 Security, 5.3 Electrical Hazards. Also, be observant of any other potentially hazardous features in these rooms and record under 5.4

#### 5.1 None

If there are no "Secondary Rooms (rooms not used for living)," check "None" and go on to Part 6.

5.2 - 5.4 Explanations of these items is the same as those provided for "Living Room"

#### Additional Note

In recording "other potentially hazardous features," note (in the space provided) the means of access to the room with the hazard and check the box under "Inconclusive." Discuss the hazard with the HA inspection supervisor to determine "Pass" or "Fail." Include defects like: large holes in floor, walls or ceilings; evidence of structural collapse; windows in condition of severe deterioration; and deteriorated paint surfaces.

## 6. Building Exterior

### 6.1 Condition of Foundation

"Unsound or hazardous" means foundations with severe structural defects indicating the potential for structural collapse; or foundations that allow significant entry of ground water (for example, evidenced by flooding of basement).

### 6.2 Condition of Stairs, Rails, and Porches

"Unsound or hazardous" means: stairs, porches, balconies, or decks with severe structural defects; broken, rotting, or missing steps; absence of a handrail when there are extended lengths of steps (generally four or more consecutive steps); absence of or insecure railings around a porch or balcony which is approximately 30 inches or more above the ground.

### 6.3 Condition of Roof and Gutters

"Unsound and hazardous" means: The roof has serious defects such as serious buckling or sagging, indicating the potential of structural collapse; large holes or other defects that would result in significant air or water infiltration (in most cases severe exterior defects will be reflected in equally serious surface defects within the unit, e.g., buckling, water damage). The gutters, downspouts and soffits (area under eaves) shows serious decay and have allowed the entry of significant air or water into the interior of the structure. Gutters and downspouts are, however, not required to pass. If the roof is not observable and there is no sign of interior water damage, check "Pass."

### 6.4 Condition of Exterior Surfaces

See definition above for roof, item 6.3.

### 6.5 Condition of Chimney

The chimney should not be seriously leaning or showing evidence of significant disintegration (i.e., many missing bricks).

### 6.6 Lead-Based Paint: Exterior Surfaces

Housing Choice Voucher Units If the unit was built January 1, 1978 or after, no child under age six will occupy or currently occupies, is a 0-BR, elderly or handicapped unit with no children under age six on the lease or expected, has been certified lead-based paint free by a certified lead-based paint inspector (no lead-based paint present or no lead-based paint present after removal of lead), check NA and do not inspect painted surfaces. Visual assessment for deteriorated paint applies to all exterior painted surfaces (building components) associated with the assisted unit including windows, window sills, exterior walls, floors, porches, railings, doors, decks, stairs, play areas, garages, fences or other areas if frequented by children under age six. All deteriorated paint surfaces more than 20 sq. ft. on exterior surfaces must be stabilized (corrected) in accordance with all safe work practice requirements. If the painted surface is less than 20 sq. ft., only stabilization is required. Clearance testing is not required. Stabilization means removal of deteriorated paint, repair of the substrate, and application of a new protective coating or paint. Lead-Based Paint Owner Certification is required following stabilization activities except for *de minimis level* repairs.

### 6.7 Manufactured Homes: Tie Downs

Manufactured homes must be placed on a site in a stable manner and be free from hazards such as sliding and wind damage. Manufactured homes must be securely anchored by a tie down device which distributes and transfers the loads imposed by the unit to appropriate ground anchors so as to resist wind overturning and sliding, unless a variation has been approved by the HUD Field Office.

**5. All Secondary Rooms (Rooms not used for living)** For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
5.1	None <input type="checkbox"/> Go to Part 6					
5.2	<b>Security</b> Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
5.3	<b>Electrical Hazards</b> Are all these rooms free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
5.4	<b>Other Potentially Hazardous Features</b> Are all of these rooms free of any other potentially hazardous features? For each room with an "other potentially hazardous feature," explain the hazard and the means of control of interior access to the room.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>6.0 Building Exterior</b>						
6.1	<b>Condition of Foundation</b> Is the foundation sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.2	<b>Condition of Stairs, Rails, and Porches</b> Are all the exterior stairs, rails, and porches sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.3	<b>Condition of Roof and Gutters</b> Are the roof, gutters, and downspouts sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.4	<b>Condition of Exterior Surfaces</b> Are exterior surfaces sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.5	<b>Condition of Chimney</b> Is the chimney sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.6	<b>Lead-Based Paint: Exterior Surfaces</b> Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed 20 sq. ft. of total exterior surface area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Not Applicable	
6.7	<b>Manufactured Homes: Tie Downs</b> If the unit is a manufactured home, is it properly placed and tied down? If not a manufactured home, check "Not Applicable."	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Not Applicable	

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes  No

## 7. Heating and Plumbing

### 7.1 Adequacy of Heating Equipment

"Adequate heat" means that the heating system is capable of delivering enough heat to assure a healthy environment in the unit (appropriate to the climate). The HA is responsible for defining what constitutes a healthy living environment in the area of the country in which it operates. Local codes (city or state codes) should be instructive in arriving at a reasonable local definition. For example, for heat adequacy, local codes often require that the unit's heating facility be capable of maintaining a given temperature level during a designated time period. Portable electric room heaters or kitchen stoves or ranges with a built-in heat unit are not acceptable as a primary source of heat for units located in areas where climate conditions require regular heating.

"Directly or indirectly to all rooms used for living" means:

"Directly" means that each room used for living has a heat source (e.g., working radiator; working hot air register; baseboard heat)

"Indirectly" means that, if there is no heat source present in the room, heat can enter the room easily from a heated adjacent room (e.g. a dining room may not have a radiator, but would receive heat from the heated living room through a large open archway).

If the heating system in the unit works, but there is some question whether a room without a heat source would receive adequate indirect heat, check "Inconclusive" and verify adequacy from tenant or owner (e.g., unheated bedroom at the end of a long hallway).

How to determine the capability of the heating system: If the unit is occupied, usually the quickest way to determine the capability of the heating system over time is to question the tenant. If the unit is not occupied, or the tenant has not lived in the unit during the months when heat would be needed, check "Inclusive." It will be necessary to question the owner on this point after the inspection has been completed and, if possible, to question other tenants (if it is a multi-unit structure) about the adequacy of heat provided. Under some circumstances, the adequacy of heat can be determined by a simple comparison of the size of the heating system to the area to be heated. For example, a small permanently installed space heater in a living room is probably inadequate for heating anything larger than a relatively small apartment.

### 7.2 Safety of Heating Equipment

Examples of "unvented fuel burning space heaters" are: portable kerosene units; unvented open flame portable units.

"Other unsafe conditions" include: breakage or damage to heating system such that there is a potential for fire or other threats to safety; improper connection of flues allowing exhaust gases to enter the living area; improper installation of equipment (e.g., proximity of fuel tank to heat source, absence of safety devices); indications of improper use of equipment (e.g., evidence of heavy build-up of soot, creosote, or other substance in the chimney); disintegrating equipment; combustible materials near heat source or flue. See Inspection Manual for a more detailed discussion of the inspection of safety aspects of the heating systems.

If you are unable to gain access to the primary heating system in the unit check "Inconclusive." Contact the owner or manager for verification of safety of the system. If the system has passed a recent local inspection, check "Pass." This applies especially to units in which heat is provided by a large scale, complex central heating system that serves multiple units (e.g., a boiler in the basement of a large apartment building). In most cases, a large scale heating system for a multi-unit building will be subject to periodic safety inspections by a local public agency. Check with the owner or manager to determine the date and outcome of the last such inspection, or look for an inspection certificate posted on the heating system.

### 7.3 Ventilation and Adequacy of Cooling

If the tenant is present and has occupied the unit during the summer months, inquire about the adequacy of air flow. If the tenant is not present or has not occupied the unit during the summer months, test a sample of windows to see that they open (see Inspection Manual for instruction).

"Working cooling equipment" includes: central (fan) ventilation system; evaporative cooling system; room or central air conditioning.

Check "Inconclusive" if there are no operable windows and it is impossible, or inappropriate, to test whether a cooling system works. Check with other tenants in the building (in a multi-unit structure) and with the owner or manager for verification of the adequacy of ventilation and cooling.

### 7.4 Water Heater

"Location presents hazard" means that the gas or oil water heater is located in living areas or closets where safety hazards may exist (e.g., water heater located in very cluttered closet with cloth and paper items stacked against it). Gas water heaters in bedrooms or other living areas must have safety dividers or shields.

Water heaters must have a temperature- pressure relief valve and discharge line (directed toward the floor or outside of the living area) as a safeguard against build up of steam if the water heater malfunctions. If not, they are not properly equipped and shall fail.

To pass, gas or oil fired water heaters must be vented into a properly installed chimney or flue leading outside. Electric water heaters do not require venting.

If it is impossible to view the water heater, check "Inconclusive."

Obtain verification of safety of system from owner or manager.

Check "Pass" if the water heater has passed a local inspection. This applies primarily to hot water that is supplied by a large scale complex water heating system that serves multiple units (e.g., water heating system in large apartment building). Check in the same manner described for heating system safety, item 7.2, above.

### 7.5 Water Supply

If the structure is connected to a city or town water system, check "Pass." If the structure has a private water supply (usually in rural areas) inquire into the nature of the supply (probably from the owner) and whether it is approvable by an appropriate public agency.

**General note:** If items 7.5, 7.6, or 7.7 are checked "Inconclusive," check with owner or manager for verification of adequacy.

### 7.6 Plumbing

"Major leaks" means that main water drain and feed pipes (often located in the basement) are seriously leaking. (Leaks present at specific facilities have already been evaluated under the checklist items for "Bathroom" and "Kitchen.")

"Corrosion" (causing serious and persistent levels of rust or contamination in the drinking water) can be determined by observing the color of the drinking water at several taps. Badly corroded pipes will produce noticeably brownish water. If the tenant is currently occupying the unit, he or she should be able to provide information about the persistence of this condition. (Make sure that the "rusty water" is not a temporary condition caused by city or town maintenance of main water lines.) See general note under 7.5.

### 7.7 Sewer Connection

If the structure is connected to the city or town sewer system, check "Pass." If the structure has its own private disposal system (e.g., septic field), inquire into the nature of the system and determine whether this type of system can meet appropriate health and safety regulations.

The following conditions constitute "evidence of sewer back up": strong sewer gas smell in the basement or outside of unit; numerous clogged or very slow drains; marshy areas outside of unit above septic field. See general note under 7.5.



## 7. Heating and Plumbing

For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
<b>7.1 Adequacy of Heating Equipment</b>	Is the heating equipment capable of providing adequate heat (either directly or indirectly) to all rooms used for living?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>7.2 Safety of Heating Equipment</b>	Is the unit free from unvented fuel burning space heaters or any other types of unsafe heating conditions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>7.3 Ventilation and Adequacy of Cooling</b>	Does the unit have adequate ventilation and cooling by means of openable windows or a working cooling system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>7.4 Water Heater</b>	Is the water heater located, equipped, and installed in a safe manner?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>7.5 Water Supply</b>	Is the unit served by an approvable public or private sanitary water supply?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>7.6 Plumbing</b>	Is plumbing free from major leaks or corrosion that causes serious and persistent levels of rust or contamination of the drinking water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>7.7 Sewer Connection</b>	Is plumbing connected to an approvable public or private disposal system, and is it free from sewer back-up?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

**Additional Comments:** (Give Item Number)

Comments continued on a separate page Yes  No

## 8. General Health and Safety

### 8.1 Access to Unit

"Through another unit" means that access to the unit is only possible by means of passage through another dwelling unit.

### 8.2 Exits

"Acceptable fire exit" means that the building must have an alternative means of exit that meets local or State regulations in case of fire; this could include:

An openable window if the unit is on the first floor or second floor or easily accessible to the ground.

A back door opening on to a porch with a stairway leading to the ground.

Fire escape, fire ladder, or fire stairs.

"Blocked" means that the exit is not useable due to conditions such as debris, storage, door or window nailed shut, broken lock.

Important note: The HA has the final responsibility for deciding whether the type of emergency exit is acceptable, although the tenant should assist in making the decision.

### 8.3 Evidence of Infestation

"Presence of rats, or severe infestation by mice or vermin" (such as roaches) is evidenced by: rat holes; droppings, rat runs; numerous settings of rat poison. If the unit is occupied, ask the tenant.

### 8.4 Garbage and Debris

"Heavy accumulation" means large piles of trash and garbage, discarded furniture, and other debris (not temporarily stored awaiting removal) that might harbor rodents. This may occur inside the unit, in common areas, or outside. It usually means a level of accumulation beyond the capacity of an individual to pick up within an hour or two.

### 8.5 Refuse Disposal

"Adequate covered facilities" includes: trash cans with covers, garbage chutes, "dumpsters" (i.e., large scale refuse boxes with lids); trash bags (if approvable by local public agency). "Approvable by local public agency" means that the local Health and Sanitation Department (city, town or county) approves the type of facility in use. Note: During the period when the HA is setting up its inspection program, it will check with the local health and sanitation department to determine which types of facilities are acceptable and include this in the inspection requirements.

If the unit is vacant and there are no adequate covered facilities present, check "Inconclusive." Contact the owner or manager for verification of facilities provided when the unit is occupied.

### 8.6 Interior Stairs and Common Halls

"Loose, broken, or missing steps" should fail if they present a serious risk of tripping or falling.

A handrail is required on extended sections of stairs (generally four or more consecutive steps). A railing is required on unprotected heights such as around stairwells.

"Other hazards" would be conditions such as bare electrical wires and tripping hazards.

**Housing Choice Voucher Units** If the unit was built January 1, 1978, or after, no child under six will occupy or currently occupies it, is a 0-BR, elderly or handicapped unit with no children under six on the lease or expected, has been certified lead-based paint free by a certified lead-based paint inspector (no lead-based paint present or no lead-based paint present after removal of lead-based paint.), check NA and do not inspect painted surfaces.

This requirement applies to all painted surfaces (building components) within the unit. (Do not include tenant belongings). Surfaces to receive a visual assessment for deteriorated paint include walls, floors, ceilings, built in cabinets (sink bases), baseboards, doors, door frames, windows systems including

mullions, sills, or frames and any other painted building component within the unit. Deteriorated paint includes any painted surface that is peeling, chipping, chalking, cracking, damaged or otherwise separated from the substrate.

All deteriorated paint surfaces more than 2 sq. ft. in any one interior room or space, or more than 10% of the total surface area of an interior type of component with a small surface area (i.e., window sills, baseboards, and trim) must be stabilized (corrected) in accordance with all safe work practice requirements and clearance is required. If the deteriorated painted surface is less than 2 sq. ft. or less than 10% of the component, only stabilization is required. Clearance testing is not required. Stabilization means removal of deteriorated paint, repair of the substrate, and application of a new protective coating or paint. Lead-Based Paint Owner Certification is required following stabilization activities, except for *de minimis level* repairs.

### 8.7 Other Interior Hazards

Examples of other hazards might be: a broken bathroom fixture with a sharp edge in a location where it represents a hazard; a protruding nail in a doorway.

### 8.8 Elevators

Note: At the time the HA is setting up its inspection program, it will determine local licensing practices for elevators. Inspectors should then be aware of these practices in evaluating this item (e.g., check inspection date). If no elevator check "Not Applicable."

### 8.9 Interior Air Quality

If the inspector has any questions about whether an existing poor air quality condition should be considered dangerous, he or she should check with the local Health and Safety Department (city, town or county).

### 8.10 Site and Neighborhood Conditions

Examples of conditions that would "seriously and continuously endanger the health or safety of the residents" are:

- other buildings on, or near the property, that pose serious hazards (e.g., dilapidated shed or garage with potential for structural collapse),
- evidence of flooding or major drainage problems,
- evidence of mud slides or large land settlement or collapse,
- proximity to open sewage,
- unprotected heights (cliffs, quarries, mines, sandpits),
- fire hazards,
- abnormal air pollution or smoke which continues throughout the year and is determined to seriously endanger health, and
- continuous or excessive vibration of vehicular traffic (if the unit is occupied, ask the tenant).

### 8.11 Lead-Based Paint: Owner Certification

If the owner is required to correct any lead-based paint hazards at the property including deteriorated paint or other hazards identified by a visual assessor, a certified lead-based paint risk assessor, or certified lead-based paint inspector, the PHA must obtain certification that the work has been done in accordance with all applicable requirements of 24 CFR Part 35. The Lead-Based Paint Owner Certification must be received by the PHA before the execution of the HAP contract or within the time period stated by the PHA in the owner HQS violation notice. Receipt of the completed and signed Lead-Based Paint Owner Certification signifies that all HQS lead-based paint requirements have been met and no re-inspection by the HQS inspector is required.

## 8. General Health and Safety

For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
<b>8.1 Access to Unit</b>	Can the unit be entered without having to go through another unit?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>8.2 Exits</b>	Is there an acceptable fire exit from this building that is not blocked?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>8.3 Evidence of Infestation</b>	Is the unit free from rats or severe infestation by mice or vermin?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>8.4 Garbage and Debris</b>	Is the unit free from heavy accumulation of garbage or debris inside and outside?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>8.5 Refuse Disposal</b>	Are there adequate covered facilities for temporary storage and disposal of food wastes, and are they approvable by a local agency?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>8.6 Interior Stairs and Common Halls</b>	Are interior stairs and common halls free from hazards to the occupant because of loose, broken, or missing steps on stairways; absent or insecure railings; inadequate lighting; or other hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<b>8.7 Other Interior Hazards</b>	Is the interior of the unit free from any other hazard not specifically identified previously?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>8.8 Elevators</b>	Where local practice requires, do all elevators have a current inspection certificate? If local practice does not require this, are they working and safe?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable	
<b>8.9 Interior Air Quality</b>	Is the unit free from abnormally high levels of air pollution from vehicular exhaust, sewer gas, fuel gas, dust, or other pollutants?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>8.10 Site and Neighborhood Conditions</b>	Are the site and immediate neighborhood free from conditions which would seriously and continuously endanger the health or safety of the residents?	<input type="checkbox"/>	<input type="checkbox"/>			
<b>8.11 Lead-Based Paint: Owner Certification</b>	If the owner of the unit is required to correct any deteriorated paint or lead-based paint hazards at the property, has the Lead-Based Paint Owner's Certification been completed, and received by the PHA? If the owner was not required to correct any deteriorated paint or lead-based paint hazards, check NA.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Not Applicable	

Additional Comments: (Give Item Number)

Comments continued on a separate page Yes  No

## RENT REASONABLENESS CHECKLIST AND CERTIFICATION

	Proposed Unit	Unit #1	Unit #2	Unit #3
Address				
Number of Bedrooms				
Square Feet				
Type of Unit/Construction				
Housing Condition				
Location/Accessibility				
Age in Years				
Utilities (type)				
Unit Rent				
Handicap Accessible?				

**CERTIFICATION:**

**A. Compliance with Payment Standard Payment Standard Computation:**

$$\frac{\text{Unit 1 Rent}}{\text{Unit 1 Rent}} + \frac{\text{Unit 2 Rent}}{\text{Unit 2 Rent}} + \frac{\text{Unit 3 Rent}}{\text{Unit 3 Rent}} \div 3 = \frac{\text{Payment Standard}}{\text{Payment Standard}}$$

Approved rent of \$ \_\_\_\_\_ does not exceed applicable Payment Standard of \$ \_\_\_\_\_.

**B. Rent Reasonableness**

Based upon a comparison with rents for comparable units, I have determined that the proposed rent for the unit [ ] is [ ] is not reasonable.

Name:	Signature:	Date:
-------	------------	-------

TENANT RENT CALCULATION WORKSHEET

1. Income. (as described in section 4a) (1) \_\_\_\_\_
2. Income exclusion.  
(as described in section 4b) (2) \_\_\_\_\_
3. Annual Gross Income.  
(line 1 minus line 2) (3) \_\_\_\_\_

Calculation of Adjusted Income

Dependent Allowance

4. Number of Dependents, i.e.,  
number of family members,  
other than head or spouse, or in  
S+C, the person determined to be  
important for the care of the  
eligible person, who are under 18,  
disabled, handicapped or  
full-time students. (4) \_\_\_\_\_
5. Multiply line 4 by \$480. (5) \_\_\_\_\_

Child Care Allowance

6. Enter anticipated unreimbursed  
expenses for care of children  
age 12 and under which will allow  
a household member to work or  
pursue education. It may not  
exceed the amount of income from  
such work. (6) \_\_\_\_\_

IF RESIDENT DOES NOT HAVE HANDICAPPED ASSISTANCE EXPENSES AND HEAD OF HOUSEHOLD, SPOUSE, OR SOLE MEMBER IS NOT HANDICAPPED, DISABLED, OR AT LEAST 62 YEARS OF AGE, SKIP TO NUMBER 15.

Handicapped Assistance Allowance

7. Handicapped assistance expenses. (7) \_\_\_\_\_
  8. Multiply line 3 by 0.03. (8) \_\_\_\_\_
  9. Subtract line 8 from line 7. (9) \_\_\_\_\_
- B-1
10. Amount earned by family members  
which was dependent upon the  
handicapped assistance expense. (10) \_\_\_\_\_
  11. Enter the lesser of lines 9 and 10.  
This is the handicapped  
assistance allowance. (11) \_\_\_\_\_

IF HEAD OF HOUSEHOLD, SPOUSE, OR SOLE MEMBER IS 62 YEARS OF AGE OR OLDER,

HANDICAPPED OR DISABLED, COMPLETE ITEMS 12-13; OTHERWISE SKIP TO NUMBER 15.

Medical Expenses and Elderly or Disabled persons Family Allowance

12. Medical expenses. (12) \_\_\_\_\_

13. If line 9 is > 0, enter the amount from line 12; otherwise, add lines 7 and 12 and subtract line 8. (13) \_\_\_\_\_

14. Elderly or disabled family allowance.  
Enter \$400. (14) \_\_\_\_\_

Adjusted Income

15. Total income adjustments.  
Add lines 5, 6, 11, 13, and 14. (15) \_\_\_\_\_

16. Adjusted Income.  
Subtract line 15 from line 3. (16) \_\_\_\_\_

Resident Rent Determination

17. 30% of Adjusted Monthly Income.  
Divide line 16 by 12 and multiply by 0.3 (17) \_\_\_\_\_

18. 10% of Monthly Income.  
Divide line 3 by 12 and multiply by 0.1 (18) \_\_\_\_\_

19. Welfare rent, if applicable. (19) \_\_\_\_\_

B-2

20. RESIDENT RENT.  
Enter the largest of lines 17, 18 and 19. (20) \_\_\_\_\_  
However, refer to section 3.a. (4) for information on P.L. No. 104-99, minimum rent of \$25 to \$50.

IF THE RENT INCLUDES UTILITIES STOP HERE, OTHERWISE PROCEED TO NUMBER 21.

Determination of Resident Rent for Units Where Utilities are not Included in Rent

21. Utility Allowance. (21) \_\_\_\_\_

22. RESIDENT RENT.  
Subtract line 21 from line 20 (22) \_\_\_\_\_

23. UTILITY REIMBURSEMENT. (If the amount on line 22 is less than 0, change the minus to a plus. This is the amount that must be paid to the resident as a utility reimbursement.) (23) \_\_\_\_\_

## Lease and Sublease Agreement

This lease and sublease agreement is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_ (hereinafter "Landlord") the Community Action Commission of Fayette County, and \_\_\_\_\_, (hereinafter "Subtenant").

1. **Premises.** Landlord leases to Tenant, and Subtenant leases from Tenant, the premises commonly known as \_\_\_\_\_ together with all improvements situation thereon and appurtenances located in \_\_\_\_\_ (the "Premises").
2. **Rent.** The rent for the Premises is \$\_\_\_\_\_ per month, which shall be payed the 1<sup>st</sup> day of each calendar month during the term of this Lease and Sublease Agreement. If Landlord does not receive a rent payment within fifteen (15) days of the date it is due, Landlord shall give Tenant written notice of the delinquency. Tenant shall make the payment within fifteen (15) days of the effective date of the notice. If the rent payment is not made within such time, Tenant will be in default.
  - 2.1. Tenant shall have no liability of any kind with respect to any amounts which may be payable under the Lease and Sublease Agreement other than the specific monthly rent.
  - 2.2. Subtenant will pay 10% of their monthly gross income or 30% of monthly adjusted income, whichever is greater.
3. **Security Deposit.** Tenant has deposited the sum of \$\_\_\_\_\_ (not to exceed two month's rent) with Landlord to secure the faithful performance by Tenant of all covenants, conditions, and agreements contained in this Lease and Sublease Agreement. It is covenanted and agreed that this security deposit shall not be considered trust funds and that the Landlord may deposit the same in any bank or depository selected by said Landlord, and may commingle it with other funds. Landlord need not account for any interest earned on said deposit during the term of this Lease and Sublease Agreement. If Tenant defaults in any of the terms, covenants or agreement contained herein to be performed by Tenant; Landlord may apply that portion of the secured deposit to cure such default. If said security deposit shall not equal the amount of such damage the Landlord may apply said deposit as partial settlement of such damage, but by so doing Landlord shall not be precluded from pursuing other

remedies or rights. Upon the faithful performance by the Tenant of all the covenants, conditions, and agreements contained herein to be performed by Tenant, and upon the termination of the term of this Lease and Sublease Agreement, unless such term shall have been terminated by the Landlord or Landlord's agents because of a default by Tenant, the Landlord shall pay over to Tenant a sum of money equal in amount of said deposit within fifteen (15) days after such termination.

4. **Term.** This Lease and Sublease Agreement shall be for an original term of one year commencing \_\_\_\_\_, 20\_\_ and unless terminated pursuant to the provisions below, or extended by written agreement signed by Landlord and Tenant and Subtenant, shall end at midnight on \_\_\_\_\_, 20\_\_.
5. **Utilities.** Subtenant shall be responsible for, and promptly pay when due and payable the following utilities:  water  electricity  natural gas  trash collection  television service  cable television  \_\_\_\_\_. Such utilities shall be placed in the Subtenant's name at the date of occupancy. The following utilities shall be paid by the Landlord:  
\_\_\_\_\_.
6. **Taxes.** Landlord shall timely pay or cause to be paid when due all real property taxes or assessments, general or special, now or hereafter imposed by any federal, state, or local government on the Premises.
7. **Insurance.** Landlord shall purchase and maintain extended property coverage and comprehensive general liability insurance on the Premises, including a property damage provision, insuring against liability for injury to persons or property occurring on or able the Premises or arising out of the ownership, maintenance, use or occupancy of the Premises.
  - 7.1. Tenant and Subtenant may, but are not required to purchase and maintain additional insurance on the maintenance, use or occupancy of the Premises.
  - 7.2. Tenant and Subtenant may, but are not required to purchase and maintain renters insurance.
  - 7.3. The Tenant and Subtenant agree and understand the Landlord assumes no responsibility for loss or damage to Tenant's and Subtenant's personal property or to other contents of the leased premises.



8. **Liens and Encumbrances.** This Lease and Sublease may be subordinate to any existing or future deeds of trust, provided the lender executes a non-disturbance agreement in favor of Tenant and Subtenant.

9. **Maintenance and Repair.** Landlord shall repair and maintain in good working condition the Premises and all portions of the Premises, including without limitation the roof, exterior walls and foundation of any structures located on the Premises; all mechanical systems, including the plumbing, heating, cooling, electrical and ventilating systems, all equipment, fixtures, lighting fixtures, lamps, boilers, heaters and appliances on the Premises; and all windows, doors gutters, downspouts, and other appurtenances to any structures on the Premises. The Tenant and Subtenant shall have no maintenance or repair responsibilities whatsoever for the same, except as stated in Section 9.1.

9.1. The Subtenant shall, and the Tenant shall ensure that the Subtenant shall, keep that part of the Premises they occupy and use as clean and safe as the condition of the premises permit. In addition, the Subtenant agrees to do the following:

9.1.1. Remove from such dwelling unit all rubbish garbage and other waste in a clean and safe manner.

9.1.2. Keep all plumbing fixtures in the dwelling unit or used by the Subtenant as clean as their condition permits.

9.1.3. Use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances, including elevators in the Premises.

10. **Use of Premises.** Only the Subtenant who signs this Lease and Sublease or children of the Subtenant shall live in the property. Tenant and Subtenant agree that the rental unit shall be occupied by no more than \_\_\_ persons, consisting of \_\_\_ adults and \_\_\_ children. Failure of Subtenant to notify the Landlord and Tenant of any change in said number of persons shall constitute a breach of this Lease and Sublease Agreement. In addition, the Subtenant agrees to do and Tenant agrees to ensure the Tenant does the following:

10.1. Not allow any persons on the premises without the express or implied permission or consent of the Subtenant, and not engage in conduct that will disturb persons on neighboring properties.

10.2. Obey all laws and ordinances of the United States, the State of Ohio, County of Fayette, and the City of \_\_\_\_\_.

10.3. Notify Tenant and Landlord or his agent promptly of any item of noncompliance with this Lease and Sublease and any damage caused by the Subtenant, his/her invitees or family, and any damage to the apartment/house or the common area of which the Subtenant has knowledge. Violation of this paragraph shall not only be a breach of the Lease and Sublease Agreement but in addition, Subtenant agrees to reimburse Tenant and Tenant agrees to reimburse Landlord for any damage Landlord suffers by reason of any such violation.

11. **Pets.** The Landlord  does allow pets or  does not allow pets.

If the Landlord allows the following pets:

\_\_\_\_\_  
\_\_\_\_\_, but does not allow the following pets:

\_\_\_\_\_.

No other pets or animals may be brought onto or kept by the Tenant, Subtenant or their children, guests, or invitees, on the premises.

12. **Alterations.** Tenant or Subtenant shall make no alternations in the Premises without the prior written consent of Landlord or his agent. In the event written permission is given by Landlord, no such alternation, additions, modifications, brackets, or other attachments shall thereafter be removed by Tenant or Subtenant, if such removal cannot be reasonably be made without damage to the Leased Premises.

13. **Assignment or Sublease.** Tenant shall not assign this Lease and Sublease of the Premises to any party other than the Subtenant without the prior written consent of the Landlord, which shall not be unreasonably withheld. Subtenant shall not assign this Sublease or further sublease the Premises without the prior written consent of Tenant and Landlord of any proposed assignments or sublease prior to any such assignment or sublease.

14. **Right of Access.** Landlord and Tenant shall have the right to enter the dwelling unit at reasonable hours, after reasonable notice to the Subtenant, given either written or orally, in order to inspect the Premises, make necessary or agreed repairs, decorations, alterations, or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors. Landlord and

Tenant may further enter the dwelling unit without the consent of Tenant and Subtenant, respectively, in the event of an extreme hazard involving the potential loss of life or severe property damage to property of Landlord, Tenant, Subtenant or other persons residing in or upon the Premises. Subtenant agrees to further let representatives of Tenant enter the Premises upon reasonable notice with regard to any matter concerning Tenant's Housing Program.

15. **Eminent Domain**. If any part of the Premises or any part of the access to or from the Premises is taken under the power of eminent domain, conveyed in lieu of condemnation, or acquired for any public or quasi-public use, Tenant may at its sole option terminate this Lease and Sublease.
16. **Damage by Casualty**. If the Premises are destroyed or substantially damaged by fire or other casualty, either Tenant or Landlord may terminate this Lease and Sublease. If this Lease and Sublease is so cancelled, rent shall be paid only to the date of cancellation. Tenant and Subtenant shall vacate the Premises immediately upon such cancellation.
  - 16.1. If neither Tenant nor Landlord elects to terminate this Lease and Sublease in case of destruction or damage by casualty, this Lease and Sublease shall continue in full force and effect and Landlord shall restore the Premises including, without limitation, any improvements constructed by Tenant) to at least their previous condition, within a reasonable time. For the purpose of restoration, Landlord and its agents and contractors may enter the Premises. Rent shall abate during the period of time the Premises are uninhabitable due to damage, destruction, or restoration.
17. **Default by Landlord**. Except as otherwise provided in the state's statutes governing Landlord Tenant Law, if there is a material noncompliance by Landlord with this Lease and Sublease Agreement, Tenant may deliver a written notice to the Landlord specifying the acts and omissions constituting the breach and that the Lease and Sublease Agreement will terminate upon a periodic rent-paying date not less than thirty (30) days after receipt of the notice. The Lease and Sublease Agreement shall terminate as provided in the notice, subject to the following:
  - 17.1. If the breach is remediable by repairs or the payment of damages or otherwise, and Landlord adequately initiates a good faith effort to remedy the breach within fourteen (14) days after receipt of the notice, the Lease and

Sublease Agreement shall not terminate. However, in the event that the same or a similar breach occurs after the 14-day period provided therein, Tenant may deliver a written notice to Landlord specifically describing the breach and stating that the Lease and Sublease Agreement shall terminate upon a periodic rent-paying date not less than thirty (30) days after the receipt of such notice by Landlord. The Lease and Sublease Agreement shall then terminate as provided in such notice.

17.2. Tenant may not terminate for a condition caused by an act or omission of, or which is or can be properly attributable to or applicable to, Tenant or any person on the Premises at any time with Tenant's express or implied permission or consent.

Except as otherwise provided in the State's Statutes governing Landlord Tenant Law, Tenant may recover damages and obtain injunctive relief for any noncompliance by Landlord with the Lease and Sublease Agreement. The remedy provided in this paragraph shall be in addition to any right of Tenant arising earlier in this Section 18.

If the Lease and Sublease Agreement is terminated, Landlord shall return that portion of the security deposit recoverable by Tenant under the State's Residential Landlord and Tenant Act.

The provisions of this Section 18 shall not limit Landlord's or Tenant's right to terminate this Lease and Sublease Agreement pursuant to State's Statutes governing Landlord Tenant Law, and amendments thereto.

**18. Default by Tenant or Subtenant.** Except as otherwise provided in the State's Statutes governing Landlord Tenant Law, if there is a material noncompliance by Tenant or Subtenant Lease and Sublease Agreement, Landlord may deliver written notice to Tenant and the Subtenant specifying the acts and omissions constituting the breach and that the Lease and Sublease Agreement will terminate upon a date not less than sixty (60) days after receipt of the notice, if the breach is not remedied in fourteen (14) days. The Lease and Sublease Agreement shall terminate as provided in the notice regardless of the periodic rent-paying date, except that if the breach is remediable by repairs or the payment of damages or otherwise, and Tenant adequately initiates a good faith effort to remedy. The breach prior to the date specified in the notice, the

Lease and Sublease Agreement will not terminate. However, in the event that such breach or a similar breach occurs after the 14- day period provided in this paragraph, Landlord may deliver written notice to Tenant and the Subtenant that the Lease and Sublease Agreement will terminate upon a date not less than sixty (60) days after receipt of the notice without providing the opportunity to remedy the breach. The Lease and Sublease Agreement shall then terminate as provided in such notice regardless of the periodic rent-paying date. Landlord may terminate the Lease and Sublease Agreement if rent is unpaid when due following expiration of the time period for notice and opportunity to cure specified under Section 2 above and, in addition to what is stated in Section 2 above, Subtenant fails to pay rent its portion of the rent within three (3) days after written notice by Landlord of nonpayment and such Landlord's intention to terminate the Lease and Sublease Agreement if the rent is not paid within such 3-day period. The 3-day notice in the previous sentence is not to be issued unless and until the time allowed under Section 2 expires without the rent having been paid. The 3-day notice period provided for in this paragraph shall be computed as three consecutive 24-hour periods. When such notice is served on Tenant the 3-day period shall commence at the time of delivery. When such notice is delivered by mailing, an additional two days from the date of mailing should be allowed for Tenant to pay rent and thereby avoid having the Lease and Sublease Agreement terminated.

Except as otherwise provided in the State's Statutes governing Landlord Tenant Law, Landlord may recover damages and obtain injunctive relief for any noncompliance by Tenant or "Tenant" with the Lease and Sublease Agreement.

The provisions of this Section 18 shall not limit a Landlord's or "Tenant"'s right to terminate the Lease and Sublease Agreement pursuant to State's Statutes governing Landlord Tenant Law, and amendments thereto.

**19. Notices and Disclosures.** Except as stated in Section 18 above, all notices or other communications shall be in writing signed by the sender, and shall either be (a) personally delivered, or (b) mailed by certified mail, return receipt requested, at or to the following addresses:

Landlord:

---

---

---

Tenant:

---

---

---

Subtenant:

---

---

---

19.1 Any party may change the address by written notice to the other. Notices shall be effective when received (if personally delivered) or when deposited in the United States Mail (if mailed by certified mail).

19.2 Landlord is

\_\_\_\_\_. The name and address of the person authorized to manage the leasehold Premises on behalf of that corporation is:

\_\_\_\_\_  
(Name)

The person on whom service of process should be made is as follows:

\_\_\_\_\_  
(Name)

20. **Waiver of Subrogation**. Landlord and Tenant and Subtenant each respectively waive all rights of recovery against the other and the other's agents, employees, permitted licensees and assignees, for any loss or damage to

property or injury to or death of persons, to the extent the same is covered or indemnified by proceeds of any insurance, or for which reimbursement is otherwise received. This agreement, however, shall apply only so long as the parties' respective insurance companies expressly concur in this agreement and waive all subrogation rights. Nothing in this section shall impose any greater liability upon Tenant than would have existed in the absence of this section.

21. **Successors and Assigns**. This Lease and Sublease Agreement shall inure to the benefit of and be binding upon the heirs, estates, executors, administrators, receivers, custodians, successors and assigns of the respective parties.
22. **Amendments**. This Lease and Sublease Agreement contains the entire agreement of the parties. No amendments may be made to this Lease and Sublease Agreement except by an agreement in writing executed by all the parties.
23. **Miscellaneous**. The following provisions are additional terms of this Lease and Sublease Agreement: captions of the sections of this Lease and Sublease Agreement are inserted for convenience only and shall not be used in the interpretation or construction of any provisions of this Lease.
  - 23.1. If any provision of this Lease and Sublease Agreement is held invalid or unenforceable, the holding shall affect only the provision in question, and all other provisions of this Lease and Sublease Agreement shall remain in full force and effect.
  - 23.2. The rule that the terms of an agreement are strictly construed against the drafting party shall have no application to the construction or interpretation of this Lease and Sublease Agreement.
24. **"Tenant" Approval**. This Lease and Sublease Agreement is expressly subject to the approval of the Board of Trustees of Tenant, a not-for-profit corporation.
25. **Use of Premises and Extended Absence of Subtenant**. Tenant and Subtenant shall occupy the Premises only as a dwelling unit. Intending to be fully bound, the parties have executed this Lease and Sublease Agreement the day and year first above written.

LANDLORD

By: \_\_\_\_\_

COMMUNITY ACTION COMMISSION OF FAYETTE COUNTY, a not-for-profit

Corporation

By: \_\_\_\_\_

SUBTENANT

By: \_\_\_\_\_



### Tab 3 – Housing Inspections

Form	Date Completed	Initials of Staff Person Completing Notes
Inspection Checklist		
Rent Reasonableness Checklist and Certification		
Tenant Rent Calculation Worksheet		
Lease		