

Caribou Housing Authority inspects to ensure that assisted units meet federal Housing Quality Standards (HQS) and are “decent, safe and sanitary.”

The HQS specify that each unit meet basic performance requirements relating to:

- Sanitary facilities
- Food preparation and storage space
- Space and security
- Thermal environment
- Illumination and electricity
- Structure and materials
- Interior air quality
- Water supply
- Lead-based paint
- Access
- Site and neighborhood
- Sanitary conditions

# HQS INSPECTION GUIDE 2022

The Caribou Housing Authority encourages all landlords and Voucher participants to prepare for the HQS inspection as soon as you receive notice of your inspection date. Take this opportunity to document and discuss the process for any repairs that need to be addressed. As a reference, this quarter’s newsletter, here is a quick reminder of what the Housing Quality Standards (HQS) Inspection is all about and notification on NEW policies and procedures going into effect this year.

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## TYPE OF INSPECTIONS:

1. **Initial inspection** must take place to ensure that the unit passes HQS before assistance can begin.
2. **Annual inspection**, to determine that the unit continues to meet HQS.
3. **Re-Inspections**, for the purpose of verifying that deficiencies noted in the previous inspection have been corrected and meet HQS.
4. **Complaint inspection**, because CHA received a complaint on the unit by tenant or an owner/landlord.
5. **Special inspection** is caused by a third party, i.e., HUD, needing to view the unit.
6. **Emergency inspection** takes place in the event of a perceived emergency.

## NOTIFICATION & ATTENDANCE AT INSPECTION:

**NEW** *Effective immediately, May 2022*, CHA is requesting that the Property Owner/Landlord/or other Representative be present for **ALL** inspections that are conducted. Inspections on rental units that are already leased to the family, a representative is still requested to be present.

**A. Annual/Biennial Inspections** - Approximately 10 business days (two weeks) prior to the inspection, CHA will mail out an

appointment letter, stating the date and time of the inspection appointment.

CHA will not enter a rental unit if the family and the landlord/representative is not present.

If the family and/or the landlord misses the first scheduled appointment without requesting a new inspection date, CHA will automatically schedule a second inspection. If the family and/or landlord misses two scheduled inspections without CHA approval, CHA will consider the family and/or landlord to have violated its obligation to make the unit available for inspection and will start the termination process.

**B. *Special/Complaint Inspections*** - If a participant, landlord, or government official reports or request an inspection, CHA will schedule an inspection with 5 days of notification. During a Special/Complaint or Emergency inspection, CHA will only inspect those deficiencies that were reported. However, if CHA observes other deficiencies that may be life-threatening, CHA may write those up as well.

**C. *Emergency Inspection***- If a participant, landlord, or government official reports or request an inspection, CHA will schedule an inspection with 24 to 48 hours of notification.

## **INSPECTION RESULTS/CONFIRMATION/EXTENSIONS**

The landlord and the family will be notified in writing of the results of all inspections. When an inspection identifies HQS failures, CHA will determine (1) whether the failure is a life-threatening condition and (2) whether the family or owner is responsible.

### **A. *Repairs***

- **Non Life-Threatening Repairs** - CHA will send the owner and the family a written notification of the inspection results within 5 business days of the inspection. The written notice will specify who is responsible for correcting the violation, and the time frame within which the failure must be corrected. Corrections need to be made within 30 calendar days.

The notice of inspection results will inform the owner that if the conditions are not corrected within 30 days (or any CHA-approved extension), the owner's HAP will be abated in accordance with CHA policy.

- **Life-Threatening Repairs** - CHA will immediately notify both parties by telephone or email. The verbal notification must be followed up in writing or email. The notice will specify who is responsible for correcting the violation. The corrective actions must be taken within 24 hours of CHA's notice.
- **Family Repairs** - Likewise, in the case of family caused deficiencies, the notice will inform the family that if corrections are not made within the specified time frame (or any CHA-approved extension, if applicable) the family's assistance will be terminated in accordance with CHA policy.

### **B. *Confirmation of Repairs***

CHA, at their discretion may conduct a reinspection immediately following the end of the corrective period (or any CHA approved extension) or may accept an Owners' Certification (CHA form and supporting documentation).

### C. *Extensions*

- **Non -Life Threatening** - For conditions that are not life-threatening, CHA may grant an exception to the required time frames for correcting the violation, if CHA determines that an extension is appropriate [24 CFR 982.404].
- **Life-Threatening Repairs** - For conditions that are life-threatening, CHA will not grant an exception to the required time frames for correcting the violation.

## COMPLIANCE

- A. **HAP Abatement** - If an owner fails to correct HQS deficiencies by the time specified by the CHA, CHA must abate housing assistance payments no later than the first of the month following the specified correction period. No retroactive payments will be made to the owner for the period the rent was abated.

Owner rents are not abated because of HQS failures that are the family's responsibility.

During any abatement period the family continues to be responsible for its share of the rent. The owner must not seek payment from the family for abated amounts and may not use the abatement as cause for eviction.

### B. *Abatements & HAP Contract Termination*

The maximum length of time that a HAP Contract will be abated is 3 months (90 calendar days).

### C. *Termination of Voucher*

If the family fails to correct a violation within the period allowed by CHA (and any extensions), CHA will terminate the family's assistance.

If the owner carries out a repair for which the family is responsible under the lease, the owner may bill the family for the cost of the repair.

## HOUSING QUALITY STANDARDS

- A. **Must Have:** Each dwelling unit must have a minimum of a living room, kitchen area, bathroom and one living/sleeping room for every two family members.

- **Livingroom/Sleeping Room** - two outlets or one permanent light fixture and one outlet, as well as an openable window large enough to be used as an emergency exit.
- **Kitchen Area** - fully operational stove or range, a refrigerator, a sink with hot and hold water, space for storage, preparation, and serving of food, facilities for sanitary disposal of food wastes, a ceiling or wall type light fixture and one outlet.
- **Bathroom**- flush toilet, fixed sink and tub or shower with hot and cold water, an operable window or a fan vented to the outside and a ceiling or wall type permanent light fixture.

### B. **Automatic Fail**

- Utilities not on at initial/annual/special inspection
- Unit not ready still in turnover status for initial inspection.

**C. Common 30- Day HQS Fails**

(Please note, this is not an all-inclusive list)

Room	Items	Fail
Sanitary Facilities	Toilet	<ul style="list-style-type: none"> <li>• Worn or cracked toilet seat</li> <li>• Work or cracked toile lid</li> <li>• Crack in enamel</li> </ul>
	Shower/Tub	<ul style="list-style-type: none"> <li>• Cracked/missing caulking</li> <li>• Crack in enamel</li> <li>• Shower head flange not secure</li> </ul>
	Bathroom sink	<ul style="list-style-type: none"> <li>• Missing gas trap</li> </ul>
Food Preparation and Refuse Disposal	Stove / Range	<ul style="list-style-type: none"> <li>• Missing/broken knobs</li> <li>• Missing/broken heating element(s)</li> <li>• Missing/broken burner(s)</li> <li>• Missing drip pans</li> <li>• Doesn't heat</li> </ul>
	Refrigerator	<ul style="list-style-type: none"> <li>• Missing/cracked gaskets</li> <li>• Doesn't keep food cold/frozen</li> </ul>
	Countertop	<ul style="list-style-type: none"> <li>• Cracks/holes in countertop</li> </ul>
	Drawers	<ul style="list-style-type: none"> <li>• Missing/broken</li> </ul>
	Cupboards	<ul style="list-style-type: none"> <li>• Broken doors/shelves</li> </ul>
Illumination and Electrical	Lights	<ul style="list-style-type: none"> <li>• Missing globes on light fixtures mean to have globe</li> <li>• Missing/cracked switch plate</li> </ul>
	Electrical	<ul style="list-style-type: none"> <li>• Missing/cracked outlet cover</li> <li>• Extension cord used as permeant wiring</li> <li>• Non-GFCI outlet within 6' of any water source, not tripping properly or not labeled</li> </ul>
Space and Security	Exterior Door	<ul style="list-style-type: none"> <li>• Missing/broken trim</li> <li>• Missing/broken threshold</li> <li>• Doesn't lock as intended</li> <li>• Missing/cracked weatherstripping</li> </ul>
	Interior Door	<ul style="list-style-type: none"> <li>• Missing/broken trim</li> <li>• Missing/broken doorknob</li> <li>• Hole in door</li> <li>• Inoperable door</li> </ul>
	Closet Door	<ul style="list-style-type: none"> <li>• Missing/inoperable if designed for a door</li> </ul>
	Windows	<ul style="list-style-type: none"> <li>• Missing/broken locks on first floor/basement windows</li> <li>• Won't open as intended</li> <li>• Won't stay open without being held open</li> <li>• Won't close as intended (push)</li> <li>• Missing/broken/cracked windowpanes</li> <li>• Missing/broken window trim</li> </ul>
Structure and Materials	Ceiling	<ul style="list-style-type: none"> <li>• Holes, cracked, loose surface material, buckling, Missing/stained tiles</li> </ul>

	Floor	<ul style="list-style-type: none"> <li>• Holes, cracked, loose surface material, buckling,</li> <li>• Missing carpet or other flooring</li> <li>• Flooring worn out completely</li> <li>• Missing trim or base shoe</li> </ul>
	Windows	<ul style="list-style-type: none"> <li>• Missing/broken/cracked windows panes</li> <li>• Missing/broken trim</li> <li>• If present, torn screens</li> <li>• If in tub/shower, missing safety glass</li> </ul>
	Exterior & Exterior Stairs/Porches/ Walkway	<ul style="list-style-type: none"> <li>• Loose/broken/ missing steps</li> <li>• Missing/insecure railings</li> <li>• Missing/insecure sections of vertical railing</li> <li>• Ripped/torn/frayed stair covering or flooring</li> <li>• Exposed sides of stairs more than 3 steps</li> <li>• Cracked/broken concrete walks/steps/patios</li> </ul>
	Roof	<ul style="list-style-type: none"> <li>• Missing/curled shingles</li> </ul>
	Gutters/ Downspouts	<ul style="list-style-type: none"> <li>• Missing hangers</li> <li>• Rot/peeling paint/excessive rust</li> </ul>
	Exterior Wall	<ul style="list-style-type: none"> <li>• Leaning/buckling, sagging, holes, defects</li> <li>• Sign of vermin or birds' infestation</li> <li>• Chipped/peeling paint</li> <li>• Cracks/falling or missing masonry, rotten, splintered, or split woodwork</li> </ul>
	Chimney	<ul style="list-style-type: none"> <li>• Seriously leaning, missing bricks or mortar</li> </ul>
Thermal Environment	Heat	<ul style="list-style-type: none"> <li>• Missing annual service tag</li> <li>• If present, annual inspect action and certification on fireplace</li> </ul>
Indoor Air Quality	Air Pollution	
Water Supply		
Site and Neighborhood		<ul style="list-style-type: none"> <li>• Dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; abnormal air pollution, excessive accumulations of trash; junk cars, glass/metal/lumber/, furniture, vermin or rodent infestation; or fire hazards laying around exterior of unit.</li> </ul>
	Garage/Shed	* Must pass same criteria of rental unit, if family has access to it or in proximity of rental unit.
Sanitary Conditions	Vermin/Rodent	<ul style="list-style-type: none"> <li>• Bed bugs, fruit flies, carpenter ants.</li> </ul>
	Debris/Garbage	<ul style="list-style-type: none"> <li>• Paper, clothes, dishes, garbage laying around</li> </ul>
	Fecal Mater	<ul style="list-style-type: none"> <li>• Animal waste</li> </ul>

**D. Common 24-Hour Fails**

<b>Room</b>	<b>Items</b>	<b>Fail</b>
Illumination and Electrical	Lights	<ul style="list-style-type: none"> <li>• Missing lightbulbs in open sockets</li> </ul>
	Electrical	<ul style="list-style-type: none"> <li>• Exposed wires</li> <li>• Open junction box</li> <li>• Missing breaker or blank in electrical box</li> </ul>
Thermal Environment	Heat	<ul style="list-style-type: none"> <li>• Not capable/maintain interior temperature of 68 F between Oct 1 and May 1</li> <li>• Un-vented room heater</li> </ul>
Indoor Air Quality	Air Pollution	<ul style="list-style-type: none"> <li>• Carbon Monoxide, sewer gas, fuel gas, misc.</li> </ul>
Smoke Detectors		<ul style="list-style-type: none"> <li>• Missing/non-functioning smoke detector</li> <li>• Not hard-wired</li> <li>• Dead battery</li> <li>• Removed from wall/ceiling</li> <li>• Improper placement</li> <li>• Covered by cloth/paper/furniture.</li> </ul>
Carbon Monoxide Detector		<ul style="list-style-type: none"> <li>• Missing/non-functioning smoke detector</li> <li>• Dead battery</li> <li>• Removed from wall/ceiling</li> <li>• Improper placement</li> <li>• Covered by cloth/paper/furniture</li> </ul>
Gas Detector		<ul style="list-style-type: none"> <li>• Missing/inoperable detector</li> </ul>
911 Number		<ul style="list-style-type: none"> <li>• Missing/improper size/improper color of building and/or unit number</li> </ul>

**NEW : Housekeeping**

**Effective immediately**

- All sinks and tubs/showers must be free of clothing, dishes, other items.
- All stoves must be free of dishes, pots/pans, burner covers.
- Items on countertops blocking access to outlets, must be free and clear.
- There must be at least 36 inches /3 feet of walking space throughout the unit.
- Windows must be available to inspect
- Heat registers must be available to inspect.
- All exterior doors must be accessible
- Windows in bedrooms must be accessible.
- Unit must be clean, no excess garbage, clothing, papers, etc. laying around.

**NEW : Additional Requirement**

**Effective immediately** new items that the CHA inspector will be looking for and/or need access to:

- Access to basements and utility rooms (i.e., laundry rooms, furnace rooms, etc.)
- Inspector may choose not to conduct inspection if unit contains any health/safety hazards, etc.



## Smoke Detector and Carbon Monoxide Detector Requirements for Single-Family and Multi-Family Building Rentals

updated 06/15/2018

The information below summarizes the general requirements currently in law and code for installation, placement and maintenance of smoke detector and carbon monoxide (CO) detectors in existing rentals in Maine. For more information, you can view the smoke detector law online at: [Title 25, §2464: Smoke detectors](#) and the CO detector law online at: [Title 25, §2468: Carbon monoxide detectors](#).

### SMOKE DETECTORS

#### *Existing Single-Family Rental:*

- \*\* Detectors must be hard-wired with a battery backup, or
- \*\* Detectors may be 10-year sealed, tamper-resistant, battery-powered smoke detectors.

Locations where detectors should be placed:

- In each bedroom
- In the area of each bedroom (in the hallway or in the room you travel through to reach a bedroom)
- All levels of the building (basement, main floor, each additional floor)

#### *Existing Multi-Family Rentals*

- \*\* Detectors must be hard-wired with a battery backup.

Locations where detectors should be placed:

- In the area of each bedroom (in the hallway or in the room you travel through to reach a bedroom)
- All levels of the building (basement, main floor, each additional floor)
- An apartment building more than 3 stories in height must have hard-wired smoke detectors in hallways and corridors.

#### *Placement of Smoke Detector(s)*

- If mounted on ceiling, then must be greater than 4 inches from the wall.
- If mounted on the wall, then it cannot be closer than 4 inches or greater than 12 inches from the ceiling.



(continued.)

## CARBON MONOXIDE DETECTORS

### *Single-Family Rental and Multi-Family Rentals*

\*\* Required detectors shall be powered by:

- Both the electrical service in the building and a battery;
  - Either plugged into an electrical outlet or hardwired
- A nonreplaceable 10-years battery; or
- Part of a fire/CO detection system.

Locations where detectors should be placed:

- Outside of each sleeping area (in the hallway or in the room you travel through to reach a bedroom)

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### *Detectors for Persons with Disabilities*

Upon the request of a deaf or hard of hearing occupant, the owner of the dwelling unit shall provide an approved detector suitable to warn the occupant within the dwelling unit. If the owner does not provide a suitable detector, the occupant may purchase, install and maintain a suitable detector, or arrange for proper installation and maintenance of a suitable detector, and may deduct the actual cost from the rent for the dwelling unit. An occupant or tenant may not be charged, evicted or penalized in any way for failure to pay the actual cost deducted from the rent for the dwelling unit.

### *Responsibility of Supplying and Maintaining Detectors*

Landlord:

In a unit occupied under the terms of a rental agreement or under a month-to-month tenancy, at the time of each occupancy the landlord shall provide smoke detectors and carbon monoxide detectors if they aren't already present, and they must be in working condition. After notification of deficiencies, in writing, by the tenant, the landlord shall repair or replace the smoke detectors and/or carbon monoxide detectors.

Tenant

Tenants shall keep the smoke detectors and carbon monoxide detectors in working condition, test them periodically to make sure they work, and refrain from disabling them.





## Fuel Gas Detectors

Effective January 1, 2022

The information below summarizes the general requirements currently in law for the installation, of fuel gas detectors in Maine. For more information, you can view the fuel gas detector law online at: [Title 25, §2469](#)

These ARE NOT the same device as a Carbon Monoxide detector and will not replace the need for those within buildings in Maine. Fuel gas detectors may be powered by any of the following methods, battery, plugged into an electrical outlet or hard wired. Regardless of the power source, the units must be maintained and installed per the manufacturer's instructions. Fuel gas detectors will only be required to be placed within the room where a propane, natural gas or liquified petroleum gas fueled appliance is located.

***Fuel gas detector required.*** The building owner shall install, or cause to be installed, in accordance with the manufacturer's requirements at least one approved fuel gas detector in every room containing an appliance fueled by propane, natural gas or any liquified petroleum gas in:

- Each unit in any building of multi-family occupancy
- A fraternity house, sorority house or dormitory that is affiliated with an educational facility
- A children's home, emergency children's shelter, children's residential care facility, shelter for homeless children or specialized children's home
- A hotel, motel or inn
- A mixed-use occupancy that contains a dwelling unit
- A business occupancy
- A mercantile occupancy
- An assembly occupancy

\*\* Required detectors may be battery operated, plugged into an electrical outlet or hardwired.

### ***Residential rental units***

In a unit listed above, under the terms of a rental agreement or under a month-to-month tenancy, at the time of each occupancy the landlord shall provide fuel gas detectors if they aren't already present, and they must be in working condition. After notification of deficiencies, in writing, by the tenant, the landlord shall repair or replace the fuel gas detector.

Tenants shall keep the fuel gas detectors in working condition, test them periodically to make sure they work, and refrain from disabling them.

## INSPECTION APPOINTMENT DATE AND TIME

The Caribou Housing Authority must be allowed to inspect the dwelling unit at reasonable times with reasonable notice. The family and owner will be notified of the inspection appointment by first class mail. If the family cannot be at home for the scheduled inspection appointment, the family must call and reschedule the inspection, *a minimum of two days prior to the inspection appointment.*

If the family misses the scheduled inspection and fails to reschedule the inspection, the CHA will only schedule one more inspection. If the family misses two inspections, the CHA will consider the family to have violated a Family Obligation and their assistance may be terminated.

The CHA inspector will not enter a unit if no one is home, over the age of 18 years of age. Nor will the inspector enter the unit with only the landlord. An adult family member must be present during the inspection!



Caribou Housing Authority  
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***A definition of a disabled person:***

*A person with a disability is an individual who has a physical or mental impairment that substantially limits one or more major life activities or who has a record of having such an impairment or who is regarded as having a physical or mental impairment.*

Under federal law, housing providers must allow disabled individuals to make any “reasonable modifications” necessary for their full enjoyment of the premises. These modifications include structural alterations like installing grab bars in bathrooms, widening doorways, lowering kitchen cabinets, and building wheelchair ramps. Under most circumstances, tenant must pay for these modifications themselves. If the housing provider receives certain types of governmental assistance, however, he or she must pay for the modifications that would constitute an under administrative and financial burden. In cases where the tenant pays, the housing provider is also entitled to condition permission for the modification on the tenant’s promise to restore the premises to their prior condition.

Federal law also mandates that landlords must make “reasonable accommodations” in their rules, policies, practices or services to afford disabled tenants “equal opportunity to use and enjoy a dwelling.” To obtain such an accommodation, the tenant must first request it. If the housing provide asks, the tenant may then have to produce a physician’s documentation verifying that the accommodation is necessary due to the tenant’s disability.

***Reasonable Modifications” include:***

- Door widening for wheelchair access.
- Access ramps for wheelchairs/walkers.

- Grab bar installation around the toilet, in the shower, or along the hallway.
- Removing or lowering kitchen or bathroom cabinets.
- Wrapping kitchen or bathroom sink pipes with insulation.

***“Reasonable Accommodations” include:***

- Allowing service animals, even a no-pet building, at least as long as the animal’s behavior does not violate any provisions of the lease. Note: *A housing provider must allow a deaf or emotionally disturbed tenant to have a service animal if that animal is necessary to allow the tenant to fully enjoy the housing opportunity.*
- Moving a tenant to the ground floor for easier mobility.
- Reminding a tenant with a cognitive disability when rent is due.
- Reserving or assigning parking closer to the building for a person with mobility impairment.
- Allowing a representative payee or a co-signer for a disabled tenant.
- Waiting a rule against non-tenant using the laundry facilities to allow a friend or tenant with a disability to do the tenant’s laundry.
- Allowing a tenant with a mental disability to terminate a lease early.
- Postponing the eviction of a tenant hospitalized due to a mental disability.

***As a housing provider you can:***

- Ask for the accommodation or modification request in writing.
- Ask for the verification of disability and need for accommodation or modification.

- Disallow an accommodation or modification what would impose an undue financial or administrative burden, or constitute a fundamental alternation in the service provided.
- Condition permission of a modification on restoration of the interior of the unit to its' original state if the modification would interfere with the use and enjoyment of future occupants.





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