



PROPOSED CHANGES

2025 Mid-Year Public Housing Plan

The Public Housing Authority (PHA) must define any significant changes to its policies or plans. The PHA defines a “substantial deviation” and “significant amendment/modification” as any change in policy which significantly and substantially alters the Authority’s mission and the persons the Authority serves. The proposed changes below have not been deemed “significant”.

New language is indicated in red. Deleted language is shown as ~~strikeout~~.

ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP)

1. Chapter # 4 HOMELESS INITIATIVES

~~The PHA is making all City Housing Authority units that become available for occupancy available for homeless families. These preferences will serve the homeless population, giving priority to families connected to a homeless service provider.~~

~~The PHA uses the following local preferences:~~

~~(8 Points) Families Receiving Homeless Services: Homeless families (as defined in the Glossary) are receiving services from a public agency or consortia of agencies providing wrap around services to homeless families. The PHA approved service provider will verify that the family is homeless and that they will provide supportive services to allow a family to obtain and maintain stable housing.~~

~~(5 Points) Homeless families: Families (including individuals) who are homeless as defined in the Glossary that are not connected to services.~~

Explanation of Change: This Addition was made in Error. The Correct preferences for County are involuntary displacement and Veterans. Please reference 2023 County ACOP

HOUSING CHOICE VOUCHER ADMINISTRATIVE PLAN

1. Chapter # 10 Housing Quality Standards, NSPIRE and Inspections, 10-7

Abatement

Should circumstances arise that warrant abatement, a notice of abatement of the housing assistance payment will be sent to the owner, and the abatement will be effective the first of the month following the specified correction period. The housing assistance payment will be abated for no more than a period of ~~thirty~~ **thirty-sixty (30) (60) days**, at which time the contract will be terminated if the required repairs are not made and verified by the PHA.

Explanation of Change: Update due to regulation change

2. Chapter # 10 Housing Quality Standards, NSPIRE and Inspections, 10-9 to 10-18

National Standards for the Physical Inspection of Real Estate (NSPIRE)

Introduction

National Standards for the Physical Inspection of Real Estate (NSPIRE) are the HUD minimum quality standards for tenant-based rental assistance programs. Housing inspections conducted by the PHA will check for any items in violation of NSPIRE standards. NSPIRE inspections are required both at initial occupancy and during the term of the lease. NSPIRE applies to the building and common areas, as well as the unit. Newly leased units must pass the NSPIRE inspection before the beginning date of the assisted lease and HAP contract.

NSPIRE regulations are anticipated to be effective October 1, 2025. If HUD announces a delay in implementation, Housing Quality Standards will continue in effect.

The PHA will inspect each unit under contract at least biennially. All inspections shall be conducted by a third-party vendor contracted by PHA. The PHA may comply with the biennial inspection requirement through reliance upon an inspection conducted for another housing assistance program. Compliance with the biennial inspection requirement may be met by reliance upon an inspection of housing assisted under the HOME Investment Partnerships (HOME) Program (under Title II of the Cranston-Gonzalez National Affordable Housing Act, 42 USC §12701) or housing financed via the Treasury Department's Low-Income Housing Tax Credit program (LIHTC), taking into account the standards used by those programs.

The PHA will also perform quality control inspections on the number of units required for file sampling by the Section Eight Management Assessment Program (SEMAP) annually to maintain the PHA's required standards and to ensure consistency in the PHA's program. This chapter describes the PHA's procedures for performing NSPIRE, and PHA standards for the timeliness of repairs. It also explains the responsibilities of both the owner and family, as well as the consequences of non-compliance with NSPIRE requirements for both families and owners. The use of the term "NSPIRE" in this Administrative Plan refers to the combination of both HUD and PHA requirements.

The focus of NSPIRE is on the condition of dwelling units and prioritizing the health and safety of residents. NSPIRE removed the "Site and Neighborhood" requirement for HCV at 24 CFR 982.401(l). NSPIRE standards can be found at <https://www.hud.gov/reac/npire-standards>.

A. NSPIRE GUIDELINES/TYPES OF INSPECTIONS

The PHA will make an effort to encourage owners to provide housing above NSPIRE minimum standards. However, the PHA will not promote any additional acceptability criteria that are likely to adversely affect the health or safety of participant families or severely restrict housing options.

All utilities must be in service prior to the inspection. If the utilities are not in service at the time of inspection, the inspector will notify the owner or tenant to have the utilities turned on.

If the tenant is responsible for supplying the stove and/or the refrigerator, the PHA will allow the stove and refrigerator to be placed in the unit after the unit has passed all other NSPIRE requirements. The

family and owner must then certify at move-in that the appliances are in the unit and are in working order. The PHA will not conduct a re-inspection on this basis alone.

There are five types of inspections:

1. Initial/Move-In: conducted prior to the initial term of the lease.
2. Biennial: conducted within twenty-four months after the last inspection as required by SEMAP.
3. Alternative Inspections: utilized to comply with biennial inspection requirement through reliance upon an inspection conducted for another housing assistance program when applicable (such as HOME, LIHTC, or HUD inspections).
4. Special: conducted as needed to determine if the unit meets NSPIRE standards.
5. Quality Control: conducted to ensure that inspections performed by the PHA are accurate and complete.

Units under a PBV HAP Contract are subject to all turnover inspections for new families moving in and a random sampling of at least 20 percent of the contract units for periodic NSPIRE inspections. Like HCV, the random sample will be done at least biennially.

Inspectable Areas

The NSPIRE final rule defines the inspectable areas for the inspection as inside, outside, and units of HUD housing at 24 CFR 5.703:

- **Unit or Dwelling unit:** Refers to the interior components of an individual unit.
- **Inside areas:** Refers to the common areas and building systems that can be generally found within the building interior and are not inside a unit.
- **Outside areas:** Refers to the building site, building exterior components, and any building systems located outside of the building or unit.

While the above definitions include areas and components that are covered by the regulation, they are not all required to be inspected for an HCV or PBV inspection. The inspectable areas for HCV and PBV programs are defined at CFR 5.705(a)(2):

The inspection requirement for the tenant-based HCV program and the unit inspection for the PBV program only applies to units occupied or to be occupied by HCV and PBV participants, and common areas and exterior areas which either service or are associated with such units.

Affirmative Habitability Requirements

NSPIRE provides for minimum habitability requirements for each “area” (unit, inside, outside); these requirements can be found in 24 CFR 5.703(b), (c), and (d).

HOTMA Life-Threatening List

Under the Housing Opportunity Through Modernization Act of 2016 (HOTMA), compliance with NSPIRE Standards and life-threatening (LT) standards are mandatory for all HCV subsidized units. The HOTMA LT List can also be found separately in Table 65 of the Standards at:
https://www.hud.gov/sites/dfiles/PIH/documents/6092-N-05nspire_final_standards.pdf

- **Life-threatening:** The Life-Threatening category includes deficiencies that, if evident in the home or on the property, present a high risk of death to a resident

- **Severe:** The Severe category includes deficiencies that, if evident in the home or on the property, present a high risk of permanent disability, or serious injury or illness, to a resident; or the physical security or safety of a resident or their property would be seriously compromised.
- **Moderate:** The Moderate Health and Safety category includes deficiencies that, if evident in the home or on the property, present a moderate risk of an adverse medical event requiring a healthcare visit; cause temporary harm; or if left untreated, cause or worsen a chronic condition that may have long-lasting adverse health effects; or that the physical security or safety of a resident or their property could be compromised.
- **Low:** Deficiencies critical to habitability but not presenting a substantive health or safety risk to resident.

Scoring

NSPIRE inspections result in a pass/fail score. Pass inspections require no further action by the PHA, family, or landlord. Fail inspections will require follow-up, reinspection, or verification to confirm the correction of the failed standards. Each individual NSPIRE Standard indicates whether a deficiency would result in a pass or fail for the unit under the HCV programs.

NSPIRE Enforcement

The PHA will exercise any of its rights or remedies under the contracts held with landlords and families. This may include abatement of assistance payments to the landlord, termination of the HAP Contract, or potential termination of assistance to the family (in cases of tenant-caused damages).

B. NSPIRE INITIAL NSPIRE INSPECTION

Timely Initial NSPIRE Inspection

When the family submits a complete Request for Tenancy Approval (RFTA), the PHA will seek to contact the landlord to schedule an inspection appointment within 15 days. The 15-day period is suspended during any period the unit is not available for inspection or the RFTA is not complete or approvable.

The PHA will make every reasonable effort to conduct the initial NSPIRE inspections for the family and owner in a manner that is time efficient.

The initial inspection will be conducted to:

- Determine whether the unit and property meet the NSPIRE standards.
- Document information to be used for the determination of rent-reasonableness.

If the unit fails the initial NSPIRE inspection, the owner will be given up to 10 business days to complete repairs and to contact the PHA to schedule a re-inspection appointment.

The owner will be allowed a second inspection for repair work to be completed. A third inspection may be authorized only with Supervisor approval and with documentation, such as receipts and photographs showing that the repair work has been completed.

If the time period given by the PHA to correct the repairs has lapsed or the maximum number of failed re-inspections has occurred, the RFTA will be voided. A new voucher will be issued to the family with any eligible tolling time and the family must submit the new RFTA before their voucher expiration date.

If the effective date of the lease and contract is within 120 days after the unit passed NSPIRE inspection, another inspection is not necessary as long as the owner certifies in writing that:

- The unit has not been occupied since the date the unit passed the NSPIRE inspection; and
- The unit remains in the same rent-ready condition as when it passed NSPIRE inspection.

If the date the unit passed NSPIRE inspection is more than 120 days from the effective date of the lease and contract, the unit must be re-inspected before the lease and contract may begin.

C. NSPIRE BIENNIAL HQS INSPECTIONS

The PHA inspects each assisted unit biennially, and units must pass inspection 24 months after the last inspection.

If an additional room has been granted as a reasonable accommodation for an individual with disabilities, at the biennial inspection the PHA will verify that the additional bedroom is being used as intended. If the additional bedroom is verified as not being used as intended, the voucher size may be reduced.

“Reasonable Hours to Conduct an Inspection” are defined as the hours between 8:00 a.m. and 5:00 p.m. Inspections will be conducted only on business days unless authorized by the Assistant Director.

Inspection

The family and owner are notified of the date and window of time for the inspection appointment by mail or phone. If the family is unable to be present, due to a medical appointment or court appearance, the Housing Authority will reschedule the inspection upon receiving written verification of the medical appointment or court appearance. Other requests to reschedule will only be granted if there are extenuating circumstances. Another inspection must be scheduled within seven days of the original inspection and must be inspected within 30 days thereafter.

A missed or inconclusive inspection is considered to be a family caused failed inspection. A request to move will not be approved if there is an unresolved family caused failed inspection.

The family must allow the PHA to inspect the unit at reasonable times and with reasonable notice as one of the family’s obligations under the HCV Program. (24 CFR §982.551(d)). If the family misses two inspection appointments, the PHA will schedule a Mandatory Tenant Conference to discuss the violation of family obligations and to consider any mitigating circumstances. Violation of family obligations may lead to termination of assistance.

The owner must correct NSPIRE deficiencies that cause a unit to fail unless the family is responsible for the NSPIRE breach. (24 CFR § 982.404(b)).

For family caused damages or other conditions that violate NSPIRE, the family must correct the repairs within the specified timeline (See Time Standards for Repairs below). If the family fails to complete repairs timely, the PHA will consider the family to have violated a family obligation, and their assistance may be terminated.

Re-inspection(s)

It is a family obligation to allow the PHA to inspect the unit to ensure that it meets NSPIRE.

Life-Threatening (LT) Inspection

24 CFR §982.404(a)

The Life-Threatening category includes deficiencies that, if evident in the home or on the property, present a high risk of death to a resident

In those cases, where there is leaking gas or potential for fire or other threat to public safety and the responsible party cannot be reached or it is impossible for the responsible party to make the repairs, the proper authorities will be notified by the PHA.

If the emergency repair item(s) are not corrected in the time period required by the PHA, and the owner is responsible, the housing assistance payment will be abated and the HAP contract will be terminated.

If the emergency repair item(s) are not corrected in the time period required by the PHA and it is an NSPIRE breach that is a family obligation, the PHA will terminate the assistance to the family.

When a family resides in a unit that becomes uninhabitable, the PHA may conduct a priority inspection of the new unit.

The PHA will execute a Housing Assistance Payment (HAP) contract if all other required factors including rent comparability, family, and unit eligibility have been met.

The PHA will cease payment on the uninhabitable unit on the day it became uninhabitable and may begin payment at the new unit from the inspection pass date if the family is determined to be eligible.

Time Standards for Repairs

Life-Threatening (LT) items must be corrected within 24 hours of notification.

Repairs for severe or moderate items must be made within 30 days of the inspection-fail date. An extension beyond the 30-day period may be approved by a Supervisor or Program Manager upon written request from the owner, with verifiable documentation. If the tenant is responsible and corrections are not made during the timeframe provided to the family, the PHA will terminate the HAP contract when assistance is terminated. A PHA supervisor may grant a time extension to a repair deadline in lieu of abatement in the following cases: if there is an unavoidable delay in completing repairs due to difficulties in obtaining parts or contracting for services, or if the repairs must be delayed due to climate conditions. The extension will be made for a period of time not to exceed 30 days.

There are some deficiencies considered Low that even if present in the unit will result in a pass and would only be noted by the inspector for information purposes.

Self-Certification of Repairs by Owner and Tenant

The PHA may allow owners and tenants to self-certify that repair work has been completed, in lieu of the PHA completing a re-inspection. In this case, the owner and tenant will both sign a form certifying that the repair items have been completed. The PHA may request proof of repairs to be attached to the form. Proof of repair consists of photos, receipts, work invoices/contracts, etc.

Alternative Inspections

(24 CFR 982.406)

The Housing Authority may comply with the biennial inspection requirement through reliance upon inspections conducted for another housing assistance program. Compliance with the biennial inspection requirement may be met by reliance upon an inspection of housing assisted under the Home Investment

Partnerships (HOME) Program (under Title II of the Cranston-Gonzalez National Affordable Housing Act, 42 USC §12701) or housing financed via the Treasury Department's Low- Income Housing Tax Credit program (LIHTC), taking into account the standards used by those programs.

Special inspections may be scheduled between anniversary dates. The PHA will notify the family and the owner of the special inspection date and time in writing or by phone.

If, at any time, the family or owner notifies the PHA that the unit does not meet NSPIRE Standards, the PHA may conduct an inspection. Before conducting a special inspection for a tenant or owner complaint, the PHA may request verification that the owner or tenant has been notified of the deficiency and has not completed repair within a reasonable time. The reasonable time for non-emergency items is 30 days.

The PHA will consider NSPIRE-complaints, and any other information brought to the attention of the PHA, including information from third parties such as neighbors or public officials.

The PHA will inspect only the items which were reported, but if the inspector notices additional deficiencies that would cause the unit to fail NSPIRE, the responsible party will be required to make the necessary repairs.

If the biennial inspection due date is within ninety days of a scheduled special inspection, the special inspection will be categorized as biennial, and all biennial inspection criteria and procedures will be followed.

A move-out inspection will be performed for Shelter Plus Care and Moderate Rehabilitation units only at the owner's request.

D. NSPIRE QUALITY CONTROL INSPECTIONS

(24 CFR §982.405(b))

Quality control inspections will be conducted by PHA staff and will be based upon the SEMAP-defined minimum file sample size.

The purpose of quality control inspections is to ensure that each inspector is conducting accurate and complete inspections, and to ensure that there is consistency among inspectors in the application of the NSPIRE.

The sampling of files will include recently completed inspections (within the last 3 months), a cross-section of neighborhoods, and a cross-section of inspectors.

F. NSPIRE CARBON MONOXIDE (CO) MONITOR / ALARM

The State of California requires that CO detectors be installed in all residential units with fuel-burning appliances such as oil or gas furnaces and gas stoves or with attached garages. Carbon monoxide detectors may be battery operated or hard-wired in existing construction. CO detectors are required

- Just outside each sleeping room, and
- At least one on every level of the unit.

G. NSPIRE EARTHQUAKE STRAPS

The State of California requires water heaters be braced, anchored or strapped when installed to prevent it from falling during an earthquake.

H. NSPIRE Smoke Detectors

(24 CFR §982.401(n))

Inoperable smoke detectors are a serious health threat and are treated by the PHA as an emergency (24-hour) fail item.

If the smoke detector is not operating properly the PHA will contact the owner by phone and request the owner to repair the smoke detector within twenty-four hours. The PHA will re-inspect the unit the following business day.

If the PHA determines that the family has disconnected the smoke detector (by removing batteries or other means), the family will be required to repair the smoke detector within twenty-four hours and the PHA will re-inspect the unit the following business day. The PHA will also issue a warning to the tenant for NSPIRE non-compliance.

If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system, designed for hearing-impaired person as specified in National Fire Alarm and Signaling Code (NFPA) 72 (or successor standards).

I. NSPIRE Unvented, Fuel-Burning Space Heaters

NSPIRE no longer allow for the use of unvented, fuel-burning space heaters because of the risk of carbon monoxide exposure. For any initial inspection that occurs on or after October 1, 2023, PHAs may not execute a new Housing Assistance Payments (HAP) contract for a unit with an unvented, fuel-burning space heater. The owner must provide an appropriate heating source prior to HAP contract execution. The owner must also ensure that if there is no carbon monoxide device in the unit, one must be installed within 24 hours, in accordance with statutory requirements. For inspections that occur on or after January 1, 2024, the presence of an unvented, fuel-burning space heater will be considered a failed item under NSPIRE that the owner must correct in accordance with regulatory requirements and PHA-established timeframes, 30 days from the date of the fail. If the owner does not correct the deficiency within the required timeframes, the PHA will abate HAP and enforce the owner obligations in accordance with program requirements in 24 CFR 982.404.

J. CONSEQUENCES IF OWNER IS RESPONSIBLE (NON-LIFE- THREATENING)

(24 CFR §§ 982.404 and 982.453)

When it has been determined that a unit on the program fails to meet NSPIRE, the owner is responsible for completing the necessary repair(s) in the time period specified by the PHA. The PHA must take prompt action to enforce owner obligations. PHA remedies for such breach of National Standards for the Physical Inspection of Real Estate may include abatement of the HAP or termination of the HAP contract.

Abatement

Should circumstances arise that warrant abatement, a notice of abatement of the housing assistance payment will be sent to the owner, and the abatement will be effective the first of the month following the specified correction period. The housing assistance payment will be abated for no more than a period of sixty (60) days, at which time the contract will be terminated if the required repairs are not made and verified by the PHA.

If re-inspection is necessary, the PHA will inspect abated units within seven calendar days of the owner's notification that the work has been completed.

If the owner makes repairs during the abatement period, payment will resume on the day the unit passes inspection.

No retroactive payments will be made to the owner for the period of time the rent was abated and the unit did not comply with NSPIRE. The notice of abatement states that the tenant is not responsible for the PHA's portion of rent that is abated.

Extensions to Repair Deadlines, Delaying Abatements

A PHA supervisor may grant a time extension to a repair deadline in lieu of abatement in the following cases:

- There is an unavoidable delay in completing repairs due to difficulties in obtaining parts or contracting for services; or
- The repairs must be delayed due to climate conditions.

The extension will be made for a period of time not to exceed 30 days. At the end of that time, if the work is not completed, the PHA will begin the abatement.

Termination of Contract

If the owner is responsible for repairs and fails to correct all the deficiencies cited prior to the end of the abatement period, the HAP Contract will be terminated. A notice of termination will be mailed to owner and tenant (if tenant is still in the unit).

K. NSPIRE DETERMINATION OF RESPONSIBILITY (24 CFR §982.404)

Certain NSPIRE deficiencies are considered the responsibility of the family:

- Tenant-paid utilities not in service
- Failure to provide or maintain tenant-supplied appliances
- Damage to the unit or premises caused by a household member or guest beyond normal wear and tear ("Normal wear and tear" is defined as items that could not be charged against the tenant's security deposit under State law or court practice).

The owner is responsible for all other NSPIRE violations.

The owner is responsible for vermin infestation, even if caused by the family's living habits. If such infestation is serious and repeated, it may be considered a lease violation, and the owner may evict for serious or repeated violation of the lease. The PHA may terminate the family's assistance on this basis.

The inspector will make a determination of owner or family responsibility during the inspection.

If the family is responsible, but the owner carries out the repairs, the owner may bill the family for the cost of the repairs and this will be noted in the family's file.

L. NSPIRE CONSEQUENCES IF FAMILY IS RESPONSIBLE (24 CFR §982.404(b))

If non-life-threatening violations of NSPIRE are determined to be the responsibility of the family, the PHA will require the family to make any repair(s) or corrections within 30 days (or any PHA approved extension). The family will be required to make repairs or corrections to tenant-responsible life-

threatening violations within 24 hours. If the repair(s) or correction(s) are not made in this time period, the PHA may propose termination of the family's assistance. The owner's rent will not be abated for items which are the family's responsibility.

A PHA supervisor may grant a time extension to a repair deadline in the following cases:

- There is an unavoidable delay in completing repairs due to difficulties in obtaining parts or contracting for services; or
- The repairs must be delayed due to climate conditions.

The extension will be made for a period of time not to exceed 30 days.

If the tenant is responsible and corrections are not made, the HAP contract will terminate when assistance is terminated.

M. NSPIRE Lead-Based Paint Hazards, Mold and Moisture, and Pest Infestations

For lead-based paint and the programs, PHAs and owners shall comply with the requirements and timelines in 24 CFR Part 35 Subpart M—Tenant-Based Rental Assistance, and Subpart H—Project-Based Assistance. PHAs and owners are reminded that any deteriorated paint in target housing, or other lead-based paint hazard identified through a lead-based paint risk assessment or lead-based paint inspection is considered a violation of the NSPIRE Standards.

For the tenant-based programs, Subpart M applies to units where a child under age 6 resides or is expected to reside, common areas that service that unit, and exterior painted surfaces associated with that unit or common areas. For project-based programs, Subpart H applies to assisted units and common areas of the property regardless of whether a child under age 6 resides or is expected to reside in the unit.

Explanation of Change: Update due to regulation change