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Inspections Guideline Landlord-Tenant Expectations

The purpose of this Inspections Guideline is to provide a description of the landlord and tenant expectations of the Housing Opportunities Commission of Montgomery County (HOC) with regard to unit inspections. This includes all units assisted under the Housing Choice Voucher (HCV) program, both project-based and tenant-based vouchers, as well as the Public Housing (PH) program. The guideline described herein is applied by HOC in a consistent and nondiscriminatory manner to guide the actions taken by landlords and tenants regarding their various inspections obligations. All applicable HOC landlords and tenants must comply with this guideline.

INTRODUCTION

HUD's Housing Quality Standards (HQS) provide the minimum inspections standards for all HUD-assisted programs. HQS standards are required both at initial occupancy and during the term of the lease. HQS standards apply to the building and premises, as well as to the units themselves. Newly leased units must pass an HOC inspection before the beginning date of the assisted lease and/or Housing Assistance Payments (HAP) contract. Landlords and residents both share in the responsibilities of the inspections process.

HOC's jurisdiction is Montgomery County, Maryland. Accordingly, HOC must also comply with the inspections standards of Montgomery County. The Montgomery County Housing and Building Maintenance Standards are the minimum inspection standards for affordable housing programs in Montgomery County, Maryland. These Housing and Building Maintenance Standards are codified in Chapter 26 of the Code of Montgomery County Regulations ("Chapter 26") established by the Montgomery County Department of Housing and Community Affairs (DHCA). As with HUD's HQS, newly leased units must pass the initial County inspection before the beginning date of the assisted lease and/or HAP contract.

LANDLORD EXPECTATIONS

The landlord is responsible for inspection failures or damage to the unit caused by normal wear and tear. This includes items such as the following:

- **Ceilings** – Ensure all of the ceilings in all of the rooms are in good condition;
- **Walls** – Ensure all of the walls in all of the rooms are in good condition;

- **Floors** – Ensure all of the floors in all of the rooms are in good condition;
- **Utilities** – Ensure all utilities (gas, electric, water, sewage, etc.) provided by the landlord are in good, working order;
- **Windows** – Ensure all of the windows in all of the rooms are in good, working condition and that they feature any required locking mechanisms;
- **Doors** – Ensure all of the doors in all of the rooms, and for entrance and egress to the unit itself, are in good, working condition and that they feature any required locking mechanisms;
- **Paint** – Ensure all of the paint in all of the rooms is maintained in a clean and neat condition without any noticeable peeling or chipping;
- **Appliances** – Ensure all appliances (stove, oven, refrigerator, freezer, laundry, etc.) provided by the landlord are in good, working order;
- **HVAC** – Ensure all heating, ventilation, and cooling systems provided by the landlord are in good, working order;
- **Lighting** – Ensure all lighting provided by the landlord is in good, working order;
- **Bathrooms** – Ensure all bathroom equipment (sink, toilet, tub, shower, etc.) provided by the landlord are in good, working order;
- **Roof** – Ensure all roofing above all rooms in the unit is in good condition;
- **Smoke Detectors** – Ensure all smoke detectors are appropriately placed and in good, working condition;
- **Carbon Monoxide Detectors** – Ensure all carbon monoxide detectors are appropriately placed and in good, working condition;

- **Fire Escape Information** – Ensure all fire escape information is appropriately placed and readily understandable to the tenants; and
- **Pest Control** – Ensure any necessary pest control is provided.

The landlord is provided with a list of required repairs following any inspection or re-inspection. The landlord has 24 hours to complete emergency repairs and 30 days to complete non-emergency repairs. If the re-inspection does not pass within the stipulated time period, the following action(s) are taken:

- **For landlord related failures** – HOC will abate the rental assistance payments until either the unit passes re-inspection or the Housing Assistance Payments Contract is terminated. Abatement means HOC discontinues paying its share of the monthly rent, since the unit no longer meets the minimum housing quality standards as required by the contract. The tenant is not responsible for paying the HAP portion of the rent and may not be evicted for nonpayment of HOC's share.
- **For landlord and tenant related failures** – HOC will abate the rental assistance payment to the landlord and terminate the participant's rental assistance if both parties are responsible for the failed items and they are not repaired within the timeframes specified.

TENANT EXPECTATIONS

The tenant is responsible for inspection failures or damage to the unit which is beyond the normal wear and tear. This includes items such as the following:

- Non-payment of utilities for which the family is responsible for paying;
- Failure to provide and/or maintain appliances the landlord does not provide under the terms of the lease; and
- Any other damages beyond normal wear and tear caused by the head of household, any household members, and/or any guests of any household members.

Following inspection (except the initial inspection), the tenant is provided with a list of required repairs. The tenant has 24 hours to complete emergency repairs and 30 days to complete non-emergency repairs. If the re-inspection does not pass within the stipulated time period, the following action(s) are taken:

- **For tenant related failures** – HOC will terminate the tenant's rental assistance, since the unit no longer meets the minimum housing quality standards as required by the contract.
- **For landlord and tenant related failures** – HOC will abate the rental assistance payment to the landlord and terminate the tenant's rental assistance if both parties are responsible for the failed items and they are not repaired within the timeframes specified.

INSPECTION TYPES

All HOC units must meet the Agency's inspection standards prior to move in and throughout the duration of tenancy. To ensure that the minimum standards are met, HOC's approved inspections contractor is required to inspect each unit prior to occupancy and at least once every 12 months thereafter. The following are the five types of inspections HOC performs on a given unit.

1. Initial/Move-in;
2. Annual (conducted within twelve months of the last annual inspection);
3. Move Out/Vacate (conducted at the request of the landlord);
4. Special/Complaint (conducted at the request of HOC, landlord, tenant, or a third-party); and
5. Quality Control (conducted by HOC for quality assurance purposes).

Initial/Move-In Inspections

HOC's inspections contractor must inspect a unit ready for occupancy before a family is permitted to move into the new unit. HOC will not make assistance payments until the unit passes its initial inspection. Under no circumstances is a tenant authorized to move into a unit without receiving HOC's initial inspection approval. A tenant moving in without appropriate approval is responsible for paying the total rental payment, without any HOC subsidization.

Landlords are encouraged to plan ahead for the

initial inspection by assessing the condition of their units, including the exterior and public spaces prior to a scheduled inspection. This helps to ensure that there are few if any issues that could result in a failed initial inspection. Among the most common initial inspection failures are the following:

1. Electrical Hazards (Exposed wires, loose or broken light fixtures, etc.)
2. Window Conditions (Improperly installed or damaged windows)
3. Ceiling Conditions (Severely cracked/damaged ceilings, Missing/damaged ceiling tiles, etc.)
4. Floor Conditions (Missing/broken tiles, exposed sub floor, uneven floor, etc.)
5. Stove/Oven/Range Conditions (Inoperable burners, broken/missing door handles, etc.)
6. Failure to turn on all utilities (water, gas, and electric)

Following the initial inspection, HOC's inspections contractor provides written notification of the inspection results to the landlord of the unit including a list of all deficiencies. The failed items list identifies the maximum timeline for repair of each deficiency, up to 30 days.

Annual Inspections

HOC's inspections contractor conducts an inspection of each unit at least once every 12 months to ensure compliance with Chapter 26 and HUD's HQS. The landlord and tenant are notified in writing in advance of the inspection as to what date the inspection is scheduled to take place.

Following the annual inspection, HOC's inspections contractor provides written notification of the inspection results to the landlord of the unit and the current tenant including a list of all deficiencies. If

the unit failed its annual inspection, the landlord is given full opportunity to repair the unit without losing the existing tenant. The failed items list identifies the maximum timeline for repair of each deficiency, up to 30 days.

The landlord must repair all cited deficiencies that are under his/her control. For the first re-inspection, the re-inspection is automatically scheduled based on the timeline described in the failed items list. Similarly, the tenant must repair all cited deficiencies that are under his/her control.

Landlord Abatement

If the landlord's deficiencies are not remedied following the re-inspection, HOC's Client Services Department sends the landlord a written list of the remaining deficiencies and abates the unit. Abatement halts all rental payments from HOC to the landlord, and begins on the date immediately following the re-inspection. Once the abatement period starts, the landlord must contact HOC's Client Services Department to schedule a re-inspection to demonstrate completion of all repairs within 30 days. This re-inspection is paid for by the owner or landlord, **not HOC**. Requests for post-abatement re-inspections are submitted to HOC via the Agency's online Customer Relationship Management (CRM) Portal. Payment is processed electronically at the time the re-inspection request is made.

During the abatement period, the tenant is permitted to remain in the unit, and must continue to pay their rent for the given month. If the post-abatement re-inspection results in another failure for the landlord, the lease and/or HAP contract are terminated. HOC will issue the tenant a relocation voucher at this time so that they may search for another unit at which to use their subsidy.

Tenant Termination

If the deficiencies under the tenant's responsibility are not remedied following their second re-inspection, HOC begins the termination process for the customer and his/her household. If the tenant explains that their inspection fail is due to a disability-related concern, HOC's Client Services Department refers the tenant to HOC's Resident Services Division for assistance in repairing the items causing the fail. If the customer repairs the failed items before the termination process is complete, they may contact HOC's Client Services Department to request a re-inspection. If the post-referral re-inspection results in another failure for the tenant, the termination process continues. Following resident termination, HOC makes no guarantee to supply the landlord with another subsidized HOC customer to rent their unit. The Fair Housing Act prohibits HOC from steering any customer to any specific unit.

Move Out/ Vacate Inspections

Move out and vacate inspections are performed only at the request of a landlord and are **paid for by the landlord**. Requests for move out inspections are submitted to HOC via the Agency's online CRM Portal. Payment is processed electronically at the time the move out inspection request is made.

If the unit fails its move out inspection, HOC's Client Services Department contacts the former tenant to discuss the tenant-caused deficiencies which are beyond typical wear and tear. Importantly, any scheduled move out inspection must occur prior to the tenant moving out of the unit so that HOC can confirm that the damages present are, in fact, tenant-caused.

Initial repayments to the landlord due to tenant-caused damages which are beyond the typical wear

and tear are paid for out of the former tenant's security deposit. If the amount of the repayment exceeds the security deposit, the landlord's only recourse is to file in court as per their lease with the former tenant.

Special/ Complaint Inspections

Special/ complaint inspections are performed only in response to a reported complaint or violation. HOC, the landlord, tenant, or a third-party can request a special inspection. Third-parties can be neighbors or public officials. One can request a special inspection at any time during the term of a lease or HAP contract. Special inspections are performed by HOC's inspections contractor. If the unit failed its special inspection, the landlord is given full opportunity to repair the unit without losing the existing tenant. The failed items list identifies the maximum timeline for repair of each deficiency, up to 30 days.

The landlord must repair all cited deficiencies that are under his/her control and contact HOC's Client Services Department to schedule a re-inspection. Similarly, the tenant must repair all cited deficiencies that are under his/her control and contact HOC's Client Services Department to schedule a re-inspection. If the landlord's deficiencies are not remedied following the re-inspection, HOC's Client Services Department sends the landlord a written list of the remaining deficiencies and abates the unit. Abatement halts all rental payments from HOC to the landlord, and begins on the date immediately following the re-inspection. Once the abatement period starts, the landlord must schedule a re-inspection to demonstrate completion of all repairs within 30 days. If this second re-inspection results in another failure the lease and/or HAP contract is terminated. If deficiencies under the tenant's responsibility are not remedied following their

second re-inspection, HOC will terminate the customer and his/her household.

Quality Control (QC) Inspections

HOC works to ensure that units receiving assistance through the Agency are healthy, safe, and sanitary, as set forth in the inspection criteria specified in HUD's HQS and Montgomery County's Chapter 26. Accordingly, HOC performs monthly physical inspections of units assisted by HOC. As a result of these QC inspections, it is possible for a unit to receive a QC inspection within 60 days of its most recent regular (initial or annual) inspection.

For more information regarding HOC's inspection procedures, please contact HOC's Client Services Department at (240) 627-9664.

Upon request, copies of this procedure are available in an accessible format to persons with disabilities.

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