



# Housing

Santa Clara County CoC  
Compliance 101

# CoC Compliance 101: Housing Agenda

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- I. Welcome & Introductions
- II. Master Leasing vs. Rental Assistance
- III. Fair Market Rent & Rent Reasonableness
- IV. Participant Rent Contribution Calculations
- V. Lease Requirements, including VAWA
- VI. Housing Quality Standards

# Leasing vs Rental Assistance Overview

# General Structure

## Leasing

- Lease between CoC recipient/subrecipient and landlord
- Sublease/occupancy agreement between recipient/subrecipient and program participant

## Rental Assistance

- Tenant-based, Project-based, or Sponsor-based
- Lease between program participant and landlord (except for Sponsor-based)
- Contract between recipient/subrecipient and landlord

# Use of Funds

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## Leasing

### Units:

- Up to Fair Market Rent
- No more than Rent Reasonableness

### Structures:

- Rent Reasonableness

## Rental Assistance

- May go over Fair Market Rent
- No more than Rent Reasonableness

# Other Eligible Costs

## Leasing

- Up to two months' rent as security deposit
- First and last month's rent of individual unit
- Staff costs for carrying out eligible activities (e.g., processing lease payments)

## Rental Assistance

- Up to two months' rent as security deposit
- First and last month's rent of individual unit
- Staff costs for carrying out eligible activities (e.g., contracting for or inspecting units)
- Property damages up to one month's rent (once per participant)

# Utilities

## Leasing

If rent includes utilities:

- Can use leasing funds to pay for entire rent up to Fair Market Rent

If rent does not include utilities:

- Operating funds can be used to pay for utilities
- May require participants to pay utilities
  - Must apply utility allowance

## Rental Assistance

- Must apply utility allowance if participants pay utilities separate from rent

# Vacancy Payments

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## Leasing

- Recipient/subrecipient may pay rent until new participant moves in as long as lease is in place
- Must abide by terms of lease

## Rental Assistance

Recipient/subrecipient may make vacancy payments if unit is vacated before lease ends (up to 30 days from the end of the month in which unit is vacated unless occupied by another eligible person)



# Watch out for...

## Leasing

Leasing funds cannot be used to lease units/structures owned by the recipient/ subrecipient, or their parent, subsidiary, or affiliated organization

- Unless HUD grants an exception for good cause

## Rental Assistance

Common to have funds remaining;

- Can be used to serve more participants, cover costs of rent over Fair Market Rent, or cover staff costs

# Unit Rent: FMR & Rent Reasonableness

# Definition of Fair Market Rent (FMR)

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- ❑ HUD-established estimate of gross rent, including both rent and utilities (excludes telephone, internet, cable)
- ❑ Calculated for 530 metropolitan areas and 2,045 non-metropolitan areas nationwide
- ❑ Based on a standard calculation and updated annually (published October 1)

# Fair Market Rent Amounts for Santa Clara County Continuum of Care

Final FY 2019 & 2020 San Jose–Sunnyvale–Santa Clara MSA FMRs By Unit Bedrooms

	Efficiency	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
FY 2019	\$1,952	\$2,316	\$2,839	\$3,829	\$4,394
FY 2020	\$2,103	\$2,458	\$2,970	\$3,943	\$4,525

Source: <https://www.huduser.gov/portal/datasets/fmr.html>

# Definition of Rent Reasonableness

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- Rent for CoC-assisted units must be reasonable compared to rents paid for unassisted units:
  - ❑ In a similar location
  - ❑ Of a similar size, quality, and age
  - ❑ Offering similar amenities and utilities

# Limits: FMR or Rent Reasonableness?

## Leasing

**Leasing a Unit:** Capped at the lower of FMR or Reasonable Rent

- Can never exceed FMR
- Can never exceed Rent Reasonableness

**Leasing a Structure:** look to Rent Reasonableness

## Rental Assistance

Capped at Rent Reasonableness

- CAN** exceed FMR
- Can never exceed Rent Reasonableness

NOTE: Projects **must** continue to serve the contracted number of participants

# Determining Amounts for FMR vs. Rent Reasonableness

## FMR

- Published online by HUD
- Use the FMR amount for the geographic area in which the housing unit is located
- Use the FMR from year that corresponds to your grant start/end date

## Rent Reasonableness

- Determined by recipients and sub-recipients
- Consider the gross rent of the unit and the location, quality, size, type, and age of the unit, as well as any amenities, maintenance, and utilities provided by the owner

# Recipient's Role in Rent Reasonableness

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- ❑ Recipients and sub-recipients are responsible for determining what documentation is required to ensure the rent reasonableness standard is met for each unit
- ❑ Maintain documentation of rent reasonableness and include supporting evidence for every assisted unit in client files
- ❑ Comparable rents vary over time so ensure the comparison is up-to-date and appropriate for each unit



# Examples of rent reasonableness documentation

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- ❑ A market study of rents charged
- ❑ A review of advertisements for comparable units
- ❑ Written verification from a property owner or management company on letterhead affirming the rent is comparable to that charged for similar unassisted units managed by the same owner

# Policies & Procedures on Rent Reasonableness

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- Recipients & sub-recipients must establish written policies and procedures for documenting rent reasonableness:
  - A methodology for documenting comparable rents
  - Case file checklists and forms
  - Standards for certifying comparable rents as reasonable
  - Staffing assignments
  - Strategies for addressing special circumstances

# Utilities

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- ❑ The FMR in each community assumes the provision of necessary utilities
- ❑ Rent Reasonableness should include utilities

## **Eligible utilities include:**

- ❑ Gas/oil
- ❑ Electric
- ❑ Water
- ❑ Sewage
- ❑ Trash removal

## **Ineligible utilities include:**

- ❑ Telephone
- ❑ Internet
- ❑ Cable

# CoC Rent Reasonableness Policy

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- A uniform approach to rent reasonableness across the community reduces barriers to housing for program participants. Providers that are contracted by OSH have the option to adopt the below policy or provide their own rent reasonableness policy for OSH approval. Other providers are encouraged to adopt this policy as well by incorporating it into their existing agency specific policies and procedures.
- Rent Reasonableness Standard:
  - The rent reasonableness standard is designed to ensure that program rents being paid are reasonable in relation to rents being charged for comparable unassisted units in the same market. In order to determine whether a unit meets this standard, a review must be conducted, and several factors must be considered to ensure compliance is documented prior to executing the lease for an assisted unit and anytime unit rent is increased thereafter.

# CoC Rent Reasonableness Policy

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- Documenting Rent Reasonableness:
  - At minimum, **no less than three** comparable units will be used to complete the rent reasonableness review. It is important to ensure that the comparison you are using is **up-to-date** as comparable rents change over time due to market fluctuations.
- The comparable rents can be checked by using a market study of rents charged for units of different sizes in different locations or by reviewing advertisements for comparable rental units. If advertisements for rental units will be used, the **unit listings must be printed and attached to the form that outlines the comparison of the units** including, but not limited to information regarding the rent, size, location, amenities, quality, etc.
- For reference, please see the sample *Rent Reasonable Checklist and Certification* on the CoC website.

## RENT REASONABLENESS CHECKLIST AND CERTIFICATION

Client Name or HMIS ID:  

	Proposed Unit	Comparable Unit #1	Comparable Unit #2	Comparable Unit #3
Address	[Address]	[Address]	[Address]	[Address]
Number of Bedrooms	[SELECT]	[SELECT]	[SELECT]	[SELECT]
Square Feet / Age	[Square Footage] / [Age in Years]	[Square Footage] / [Age in Years]	[Square Footage] / [Age in Years]	[Square Footage] / [Age in Years]
Type of Unit	[SELECT]	[SELECT]	[SELECT]	[SELECT]
Housing Condition	[SELECT]	[SELECT]	[SELECT]	[SELECT]
Additional information on any amenities within the unit, on-site and neighborhood.	[accessibility / transportation, laundry facilities, shopping, resources, etc.] Accessible Unit <input type="checkbox"/> YES <input type="checkbox"/> NO	[accessibility / transportation, laundry facilities, shopping, resources, etc.] Accessible Unit <input type="checkbox"/> YES <input type="checkbox"/> NO	[accessibility / transportation, laundry facilities, shopping, resources, etc.] Accessible Unit <input type="checkbox"/> YES <input type="checkbox"/> NO	[accessibility / transportation, laundry facilities, shopping, resources, etc.] Accessible Unit <input type="checkbox"/> YES <input type="checkbox"/> NO
Utility type and included?	[SELECT] <input type="checkbox"/> YES <input type="checkbox"/> NO	[SELECT] <input type="checkbox"/> YES <input type="checkbox"/> NO	[SELECT] <input type="checkbox"/> YES <input type="checkbox"/> NO	[SELECT] <input type="checkbox"/> YES <input type="checkbox"/> NO
Unit Rent	\$(Unit Rent)	\$(Unit Rent)	\$(Unit Rent)	\$(Unit Rent)
Estimated Utility Allowance	\$(Estimated Utilities)	\$(Estimated Utilities)	\$(Estimated Utilities)	\$(Estimated Utilities)
Gross Rent	\$(Unit Rent + Estimated Utilities)	\$(Unit Rent + Estimated Utilities)	\$(Unit Rent + Estimated Utilities)	\$(Unit Rent + Estimated Utilities)

### A. Proposed Unit

\$   Proposed Unit Rent + plus \$   Utility Allowance = \$   Proposed Unit Gross Rent      FMR for the proposed unit size is \$  

The following is applicable to this specific program / contract:       Proposed unit gross rent must be rent reasonable and **can be above FMR** |  Proposed unit gross rent must be rent reasonable and **cannot be above FMR**

### B. Comparable Units

\$   Total Gross Rents + divide by **3** # of Comparable Units = \$   Average Gross Rent

### C. Rent Reasonableness Certification

I have confirmed that the proposed unit gross rent (Section A) is within \$100 of the average gross rent (Section B) of the comparable units. Therefore, I certify that the proposed unit is rent reasonable per HUD standards.

   
Print Name of Staff Completing Form

   
Signature of Staff Completing Form

   
Date Completed

# CoC Rent Reasonableness Policy

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- Another acceptable method of documentation is **written verification signed by the property owner or management company confirming that they have similar market rate units that are currently rented at comparable rates.**
- In order to calculate the gross rent for purposes of determining whether it meets the rent reasonableness standard, **consider the entire housing cost: rent plus the cost of any utilities that must be paid by the tenant. Utility costs may include gas, electric, water, sewer, and trash.** However, telephone, television service and internet service should be excluded. Other fees such as those that are accrued through the failure to pay per the lease should also be excluded.
- Once the comparable units are found and an analysis has been completed, **only unit rents that are no more than \$100 above the average of the three comparable rents will be considered rent reasonable.**

# Overview of Participant Rent Contribution Calculations



# Calculate Rent or Occupancy Charge

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A tenant's rent cannot exceed the highest of:

- 30% of household's monthly adjusted income
- 10% of household's monthly gross income

*or*

- Portion of household's welfare assistance, if any, designed for housing costs

Keep in Mind:

Rental Assistance	Leasing
<ul style="list-style-type: none"><li>• MUST charge the *highest* of these calculations</li></ul>	<ul style="list-style-type: none"><li>• Are NOT required to charge rent</li><li>• BUT, if they do, cannot charge more than the highest of these calculations</li></ul>



# When to Review Rental Amount

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Leasing	Rental Assistance
<ul style="list-style-type: none"><li>▪ Initially</li><li>▪ Interim basis if requested by program participant due to a change in family composition or a change in resident's income (CoC Program Interim Rule doesn't require annually)</li></ul>	<ul style="list-style-type: none"><li>▪ Initially</li><li>▪ Annually</li><li>▪ Interim basis as income changes</li></ul>

# Special Considerations for RRH

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- CoC-funded RRH projects must follow the CoC's Written Standards
  - **Does not** have to be 30% Adjusted Income or 10% Gross Income
  - Project must have written policies that comply with the CoC's Written Standards

# Santa Clara RRH Standards

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- Santa Clara CoC RRH Standards provide that:
  - ❑ Rental subsidies are provided for a maximum of 24 months and **decline in steps based upon a fixed timeline, determined by the program.** Providers may **revise the fixed timeline as needed** to accommodate the client's circumstances.
  - ❑ Initial assistance can be as much as 100% of rent. Client will pay a **percentage of their rent based on the program's assessment of the client's financial and family situation**, with rental assistance decreasing monthly over time (schedule to be determined by program).

# Rent Calculation: Verified Information

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- Must obtain documentation or “Verified Information” to support the CoC rent calculation
  - E.g. Household composition, anticipated income, anticipated child care or medical expenses, number of dependents, etc
- Obtain third-party verification of anticipated employment income
  - If third-party verification is unavailable, document that in the client file

# Rent Calculation Steps

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- ❑ **Step 1:** Determine Household's Annual Income
  - ❑ **Step 2:** Determine Dependent Allowance
  - ❑ **Step 3:** Determine Child Care Allowance
  - ❑ **Step 4:** Determine Disabled Assistance Allowance
  - ❑ **Step 5:** Determine Medical Expenses Allowance
  - ❑ **Step 6:** Determine Elderly/Disabled Household Allowance
- ❑ **Step 7:** Calculate Adjusted Annual Income
- ❑ **Step 8:** Determine Amount of Resident Rent
- ❑ **Step 9:** Determine Utility Allowance

# Step 1: Determine Household's Annual Income

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- ❑ Identify household members
- ❑ Identify *anticipated* income over the next year
- ❑ Categorize income sources as “included” or “excluded”
- ❑ Input information into Rent Calculation Worksheet tab: “Included and Excluded Income”

# Step 2: Determine Dependent Allowance

- In order to calculate the Adjusted Annual Income, a Dependent Allowance of \$480 per dependent should be deducted from Annual Income

Are Dependents	Are Not Dependents
<ul style="list-style-type: none"><li>▪ Minors</li><li>▪ Household members who are disabled</li><li>▪ Full time students</li></ul>	<ul style="list-style-type: none"><li>▪ Head of household</li><li>▪ Spouse of head of household</li><li>▪ Person living with eligible CoC program participant to provide care</li></ul>



# Step 3: Determine Child Care Allowance

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- In order to calculate the Adjusted Annual Income, a Child Care Allowance should be deducted from Annual Income
- Anticipated, unreimbursed, reasonable child care costs for children 12 years old and under that is:
  - Needed to permit a household member to work
  - or*
  - Needed to permit a household member to pursue education

# Calculating the Child Care Allowance

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- Total reasonable child care expenses needed to allow a household member to work or pursue education
- Subtract the amount that is expected to be reimbursed
  - E.g., through TANF (CalWORKS) or payment of a program fee to the grant recipient
- If needed to allow household member to work, cannot exceed the amount of the income received from employment

# Definition of Disability

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- A person shall be considered to have a disability if they have a condition that:
  - Is expected to be long-continuing or of indefinite duration
  - Substantially impedes the individual's ability to live independently
  - Could be improved by the provision of more suitable housing conditions

*and*

- Is a physical, mental, or emotional impairment including an impairment caused by alcohol or drug abuse, post traumatic stress disorder, or brain injury

# Other Disabilities

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- A person shall be considered to have a disability if:
  - They have a developmental disability, as defined in the CoC Program Interim Rule
  - They have Acquired Immuno-Deficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV)

# Step 4: Determine Disabled Assistance Allowance

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- In order to calculate the Adjusted Annual Income, deducted the Disabled Assistance Allowance from Annual Income
- Reasonable, unreimbursed expenses for either:
  - Attendant care for a household member with a disability; *or*
  - “Auxiliary apparatus” that enables a household member with a disability or another household member to work
- Up to the amount earned as a result of the assistance

# Step 5: Determine Medical Expenses Allowance

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- In order to calculate the Adjusted Annual Income, deduct the Medical Expenses Allowance from Annual Income
- Unreimbursed medical expenses of the entire household, if the head of household, spouse, or sole member of the household is:
  - At least 62 years of age; or
  - Has a disability

# Calculating the Disabled Assistance & Medical Expenses Allowances

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- Add together:
  - Unreimbursed Disabled Assistance expenses, up to the amount earned as a result + Unreimbursed Medical Expenses
- The combined allowance is the amount that exceeds 3% of annual income may be deducted

# Step 6: Determine Elderly/Disabled Household Allowance

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- In order to calculate the Adjusted Annual Income, a Elderly/Disabled Household Allowance should be deducted from Annual Income
- All households will be entitled to the \$400 Elderly/Disabled Household allowance (irrespective of medical costs) if the head of household, spouse, or sole member is:
  - At least 62 years of age; or
  - Has a disability



# Step 7: Calculate Adjusted Annual Income

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- Calculate the Total Income Adjustments; this figure is the sum of:
  - Dependent Allowance
  - Child Care Allowance
  - Disabled Assistance Allowance
  - Medical Expenses Allowance
  - Elderly/Disabled Household Allowance
- Subtract the Total Income Adjustments from the Total Annual Income

# Step 8: Determine Amount of Resident Rent

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- Calculate the following values, and select the highest:
  - 30% of monthly adjusted income (divide the Adjusted Annual Income by 12 and multiply by 0.3)
  - 10% of monthly gross income (divide the Total Annual Income by 12 and multiple by 0.1)
  - The portion of the family's welfare assistance, if any, that is designed for housing costs (not applicable in California)

# Step 9: Determine Utility Allowance

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- Utility allowance rules apply to:
  - PSH, TH, and RRH projects
  - Including projects that do not require participants to pay rent or an occupancy charge
- The recipient/subrecipient must allow for reasonable utility costs if:
  - Utilities are **not included in rent and**
  - The **resident is responsible** for paying utilities

# Determine Reasonable utility amount

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- Use the local PHA's schedule of utility allowances to determine a reasonable monthly utility consumption amount
  - Based on unit size and the utilities the participant must pay
- The Housing Authority of Santa Clara County posts the local [Utility Allowance Schedule](#) online

# Adjust the Resident Rent to Incorporate Utilities Allowance

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- ❑ If the cost of utilities is less than the calculated monthly participant rent, the amount of participant rent must be **reduced by the cost of utilities**

*or*

- ❑ If the cost of utilities is greater than the permitted monthly participant rent, the household should receive a **utility reimbursement**

# Utility Reimbursements

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- Utility reimbursements may be paid in the following ways:
  - ❑ Direct payment to the program participant
  - ❑ Payment to the utility company on behalf of the participant
    - Must obtain permission of the program participant
    - Must notify the participant, in writing, of the amount paid to the utility company
    - Must maintain records of participant permission and of notifications to participant

# Maintain Documentation

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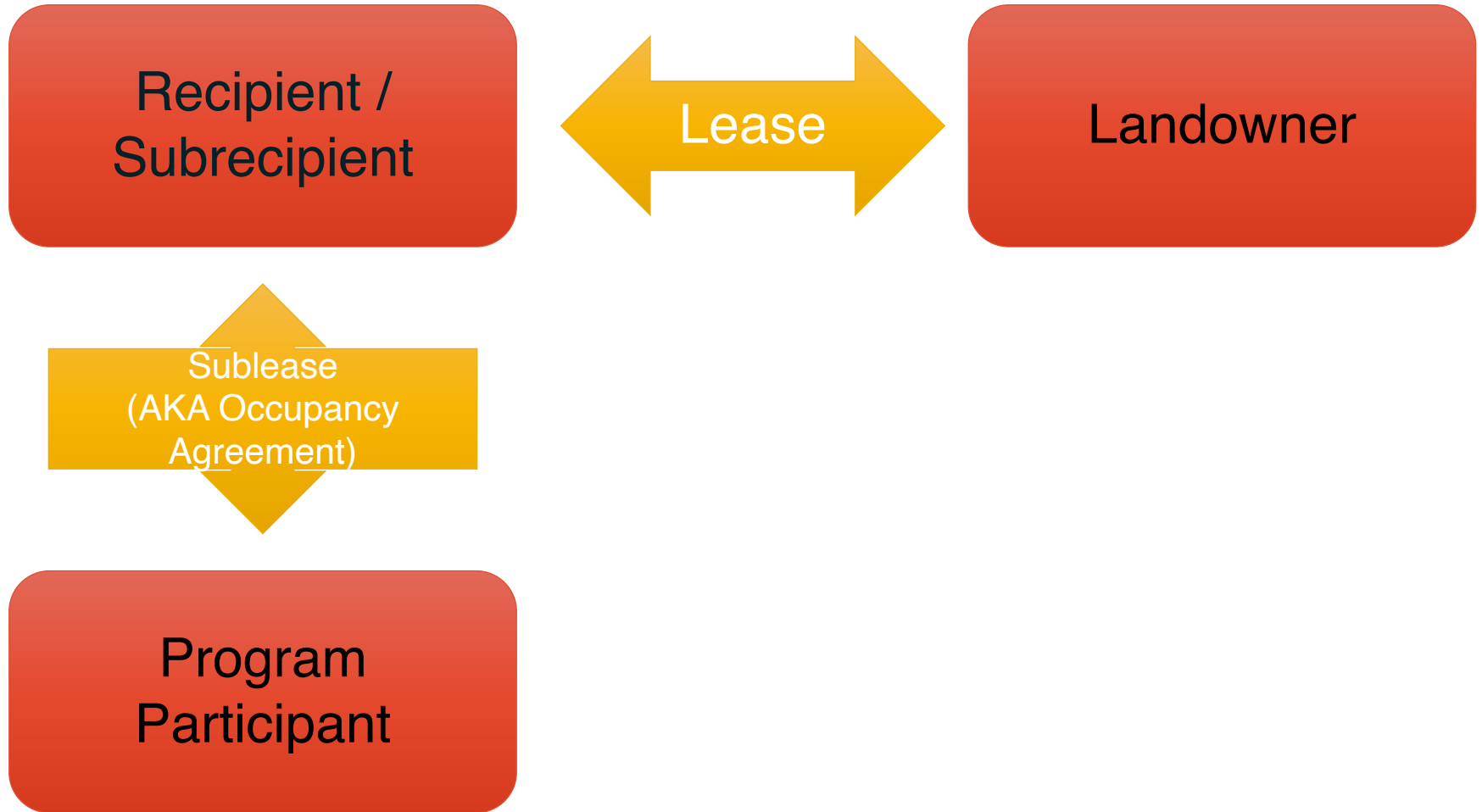
- Certain documents must be kept in the tenant's file:
  - ❑ All pieces of calculation of rent or occupancy charge
  - ❑ Critical pieces to include:
    - Verification of anticipated income
    - Verification of anticipated expenses relevant to allowances
    - Rental calculation
    - Notes regarding deviation and special circumstances

# CoC & VAWA Lease Requirements



# Leasing Projects: Leases

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# Leasing Projects: Subleases and Occupancy Agreements

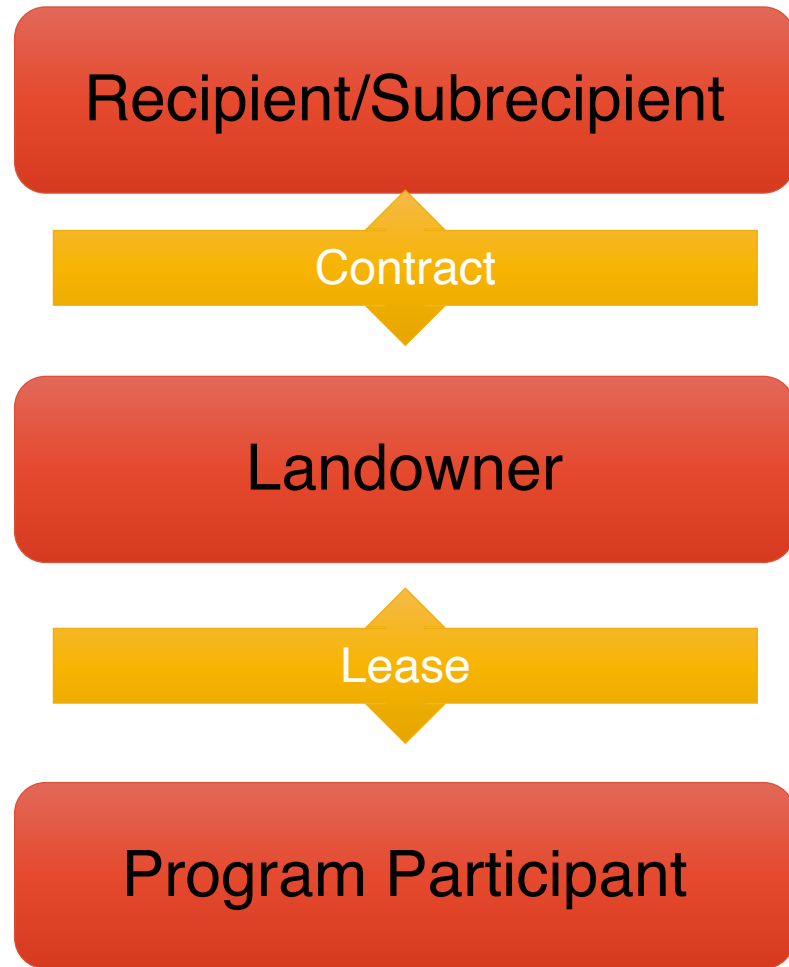
## Permanent Housing (PH)

**Sublease** must be for term of at least one year and automatically renewable upon expiration

## Transitional Housing (TH)

**Sublease or occupancy agreement** must be for term of at least one month and be automatically renewable upon expiration, for maximum term of 24 months

# Tenant-Based and Project-Based Rental Assistance: Leases



All program participants in CoC Rental Assistance projects are required to have signed leases with landowners.

**Transitional Housing:** Lease must be for term of at least one month and automatically renewable upon expiration, for maximum term of 24 months

**Permanent Housing:** Lease must be for term of at least one year and automatically renewable upon expiration

# What to Include in a Lease/Occupancy Agreement

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- Leases and Occupancy Agreements are generally required to include a number of components, including but not limited to:
  - ❑ Dates
  - ❑ Description of premises
  - ❑ Rent and security deposit
  - ❑ Other legal notices and disclosures

# What is the Violence Against Women Act (VAWA)?

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- Landmark legislation passed in 1994 & reauthorized in 2000, 2005, & 2013
- Recognition that domestic violence (DV) is an epidemic
- Provisions include:
  - ✓ Funding for coordinated community response to DV, sexual assault, dating violence, & stalking
  - ✓ Creation of a special DOJ Office on Violence Against Women
  - ✓ Strengthened protections for native, immigrant, & LGBTQ survivors
  - ✓ **Protections for survivors in HUD-funded programs (implemented by 11/6/16 Final Rule)**
  - ✓ VAWA protections apply to all genders!

# Whom does VAWA Protect?

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VAWA provides protection for survivors of:

Domestic violence

Dating violence

Sexual assault

Stalking

# Required Notices to Clients

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- All **CoC-funded PSH, RRH & TH** must provide each household with a Notice of Occupancy Rights & Certification Form at each of the following times:
  - The household is **denied** assistance
  - The household is **admitted** to the program
  - The household receives notification of **eviction**
  - The household is notified of **termination** of assistance
- ***Notice of Occupancy Rights*** explains VAWA protections, including the right to confidentiality & limitations of the protections
- ***Certification Form*** to be completed by the survivor to document an incident of domestic violence, dating violence, sexual assault, or stalking

**Model forms are available on the Santa Clara CoC website**

# Required Terms for Leases Between Landlords and Participants

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The landlord will comply with 24 C.F.R part 5, subpart L (VAWA), including the prohibited bases for eviction & restrictions on construing lease terms under 24 C.F.R § 5.2005(b)-(c):

- ✓ Participants **cannot be evicted from housing** due to their status as survivors of DV or due to criminal DV acts committed against them in the home
- ✓ DV against a participant **cannot be grounds for claiming** the participant has engaged in a “repeated or serious violation of a lease” or as good cause for terminating their assistance, tenancy, or occupancy rights

*May* specify that protections under 24 C.F.R part 5, subpart L only apply during the period of assistance under the CoC program



# Limitations of VAWA Protections

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- ❑ A program participant may be terminated or evicted:
  - ✓ For **any violation not based on an act of DV** against the tenant or an affiliated individual so long as the tenant is not subjected to a more demanding standard than other tenants in determining whether to evict or terminate assistance
  - ✓ If the housing provider can demonstrate an **actual and imminent threat** to other tenants, employees, or service providers
- ❑ **Actual and imminent threat** – A physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. Factors to be considered include:
  - ✓ The **duration of the risk**
  - ✓ The **nature and severity** of the potential harm
  - ✓ The **likelihood** that the potential harm will occur
  - ✓ The **length of time** before the potential harm would occur

**Restrictions predicated on public safety cannot be based on stereotypes, but must be tailored to particularized concerns about individual residents!**

# Eviction/Termination Only as a Last Resort

Eviction or termination of assistance should occur only when there are no other actions that could be taken to reduce or eliminate the threat, including, but not limited to:

Transferring the survivor to a different unit

Barring the perpetrator from the property

Contacting law enforcement to increase police presence or develop other plans to keep the property safe

Seeking other legal remedies to prevent the perpetrator from acting on a threat

# Housing Quality Standards Inspections

Ensuring that CoC-Funded Housing in Santa Clara  
County Meets Federal Standards

# Background on HQS Requirements: Other Regulations

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- CoC Interim Rule incorporates HQS that apply to HUD's Housing Choice Voucher Program
- HQS regulations are vague and general
- To fill in the blanks, look to:
  - Local and State laws and codes
  - Housing Authority Administrative Plan



# Background on HQS Requirements: CoC Program Interim Rule

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The CoC Interim Rule tells us:

What must be inspected: All units receiving leasing dollars and rental assistance through the CoC Program

When units must be inspected: Prior to move-in and annually thereafter

Owners must correct deficiencies within 30 days to continue receiving payment

**These requirements are CRITICAL – programs can lose funding if not in compliance!!!**

# CoC Program Interim Rule

## Recordkeeping Requirements

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- Programs must maintain HQS inspections records for **5 years** to demonstrate compliance
- Note: it is advisable to maintain lead-paint inspection records indefinitely to show due diligence if issue arises

**Recordkeeping is vital – if you can't show HUD that you conducted these inspections, then they didn't happen!**

# Why are HQS Inspections Important?

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- Ensures safe, suitable homes regardless of income
- HQS inspections incentivize better housing stock
- Inadequate housing is a public health issue
- Ensure housing quality is standardized across environments and housing types
- Remember: These standards are a FLOOR, not a ceiling!



# Discretion and Tenant Preference

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- HQ standards are general
- Decisions are often based on YOUR judgment
- BUT.... Tenant preference rules if not a safety issue
- HUD may be able to provide a waiver in some situations

**IS IT....**

**SAFE?**

**DECENT?**

**SANITARY?**



# Unit Requirements

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- Every unit must have a living room, bathroom, and kitchen
  - Living room can be used as a sleeping area by no more than two people
- Must have at least one bedroom or living/sleeping room for each two persons
- Cannot require older children of the opposite sex to share sleeping room



# Each Room Used for Living Must...

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Have adequate:

- Illumination
- Electricity
- Security
- Windows (depending on room)
- Ceilings, walls, and floors

And be free of lead-based paint hazards



# General Health and Safety

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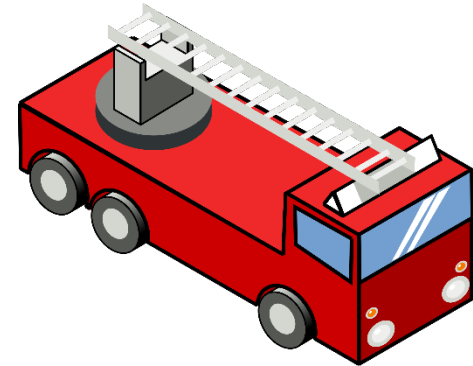
- Access to unit
  - Exterior doors lockable
  - Must be able to use and access unit without having to go through other properties
- Fire exits
  - Building must have alternate exit (e.g., fire stairs, window with ladder)



# General Health and Safety

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- Smoke detector must be on each level of dwelling
  - Installed in accordance with National Fire Protection Association Standards
  - Check local fire code for more detail
- Note: HQS do not require carbon monoxide detectors, but local laws often do
- Elevators must be working if present
- Interior stairs and common halls free of hazards



# General Health and Safety

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- Evidence of infestation: check for droppings and gnaw marks
- Garbage and debris: look for large piles inside and outside of unit
- Refuse disposal must have “adequate covered facilities”
- Interior air quality: check for gas, mold, excessive dust, pollutants
- Site and neighborhood conditions: confirm general safety and habitability of area

# Special Housing Types

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- HQS applies to “special housing types”
  - **Shared housing** = a building occupied by two or more families with a private space for the family and shared common areas
  - **Single Room Occupancy (SRO)** = private living and sleeping space, shared bathroom and kitchen. Can only be occupied by one person.
  - **Congregate housing** = for the elderly and persons with disabilities with food service provided, private living area and private bathroom.
  - **Group homes** = State-licensed facility for the elderly or persons with disabilities. Units can be shared by two people. No requirements on privacy of bathroom or kitchen.

# Special Housing Types: SROs

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- Private sleeping/living space for one occupant
  - Must be at least 110 sq.ft with at least 4 sq. ft. of closet space
  - Must be accessible without going through another unit
  - Must have two or more means of exiting building
  - Exterior doors and windows must be lockable



# Special Housing Types: SROs

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- Building must have sprinkler system and smoke detectors
- Shared bathroom
  - At least one toilet, sink, and bath or shower per six persons
  - Must not be located more than one floor above or below the SRO unit
- Lead paint requirements do not apply



# Special Housing Types: Shared Housing

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- Private unit with common areas shared by other residents
  - Unit must have one bedroom per 2 persons
  - Unit must have “adequate space and security”
- Must have access to shared or private
  - Kitchen and bathroom

# Tips

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- Use annual inspections as selling point to landlords
- Use minor issues as bargaining chip to lower rent
- When in doubt, consult supervisor or expert
- If an annual inspection:
  - Speak with tenant in advance about issues
  - Remember that you are in someone's home!
- **Document and record thoroughly!**



# Resources

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- HUD's "A Good Place to Live"  
(<http://www.irccdd.com/rental/good-place-to-live.pdf>)
- HUD Housing Choice Voucher Program Guide, Chapter 10: Housing Quality Standards  
([https://www.hud.gov/program\\_offices/public\\_indian\\_housing/programs/hcv/forms/guidebook](https://www.hud.gov/program_offices/public_indian_housing/programs/hcv/forms/guidebook))
- HCV Inspection Form HUD-52580-A  
([https://www.hud.gov/sites/documents/DOC\\_11742.PDF](https://www.hud.gov/sites/documents/DOC_11742.PDF))

***Remember that much of HUD's guidance is specific to the HCV program – so may not apply to CoC-funded programs!***

Thank you!

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