

KING COUNTY HOUSING AUTHORITY LANDLORD HANDBOOK



SECTION 8 LANDLORD HANDBOOK

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Welcome to the Section 8 program. The following information has been put together by King County Housing Authority to help you better understand the rules and regulations involved with the Section 8 program. We hope you will find it helpful and we encourage you to read the information and refer to it throughout your time on the program whenever you have questions.

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What is the Section 8 Program?

Section 8, which refers to the 8th Section of the U.S. Housing Act of 1937, has been the primary program vehicle since the 1970's for the federal government's efforts to provide an adequate supply of low income housing. Under this program, HUD allocates appropriated funds for use in different housing markets and the local Housing Authority enters into an Annual Contributions Contract with HUD under which the Housing Authority agrees to administer the program.

The Section 8 Program provides qualified recipients with a Housing Voucher authorizing them to receive a rental subsidy. The Section 8 Voucher can be used to rent any unit from any landlord who is willing to participate in the Section 8 Program. (Landlords are not required to participate in the Section 8 Program.) This differs from the Public Housing Program, also referred to as the Conventional Housing Program, in which program participants are assigned units within the Housing Authority's Public Housing developments.

What are the Benefits to a Landlord?

Over the years, many landlords and property managers have come to appreciate the following advantages of the Section 8 program:

1. Having a contracted monthly assistance payment that is on time and guaranteed.
2. If the tenant's income drops, their portion of the rent can be lowered and KCHA's portion can be increased, so the rent doesn't change.
3. There is minimal paperwork to be done and Landlords may use their own dwelling lease.
4. Inspections done by KCHA will help you to maintain your property. Keeping your property well maintained helps ensure its resale value and also makes it easier to lease up again when a participant does vacate.
5. The program provides an additional avenue for locating tenants to fill your vacant units.
6. It allows your tenants to maintain financial stability.

The Section 8 Program has also introduced many novice landlords to key property management principles in the areas of tenant selection and lease enforcement, while it has helped others in building maintenance skills.

What is a Housing Voucher?

On the Voucher program, the HA pays a fixed amount based on the tenants income and the tenant is responsible for any amount above the Section 8 payment. The tenant will be responsible to pay at least 30% of their monthly income but no more than 40% for rent. There are no published limitations on the amount of contract rent a landlord may request, however, the rent must still be comparable to other similar units in the area.

If an annual increase is requested by the landlord, in most cases, the tenant's portion will increase to cover the change.

How does the process work?

Once the Housing Authority certifies a tenant for Section 8 assistance, it is the tenant's responsibility to locate a unit and explain the Section 8 program to prospective landlords. Upon finding a landlord willing to participate, the following process begins:

Tenant Screening

When a tenant approaches a landlord about renting a unit, it is important to remember they have only been screened by the Housing Authority for program eligibility criteria and have not been screened for suitability. This should be the first step performed by the landlord. The Housing Authority assists the landlord in screening by supplying the name, address and telephone number of the last landlord to rent to the tenant, if known. This information can be found on the back of the Request for Tenancy Approval supplied by the tenant. It is alright to charge a screening fee to the prospective tenant as long as it is the same fee charged to other unassisted tenants.

The Request for Tenancy Approval

If the tenant passes the landlord's screening criteria, the new landlord must complete four forms in order to get the process started: the "Request for Tenancy Approval", the "Section 8 Landlord Certification", a request for "Taxpayer Identification Number", and "the Lead Based Paint" form (See Exhibits). The landlord and the participant must complete and return these forms to the Housing Authority for review. The Housing Authority will look first at the rent requested by the landlord. It must be comparable to rents for other similar units in the area and the tenant's portion must not exceed 40% of their income. If these criteria are met, the information will be forwarded to an inspector to schedule an inspection.

The Unit Rent Approval

At the time of initial lease-up on the **Voucher program**, a unit must meet two rent tests:

1. The unit must be rent reasonable in comparison to other rents charged for comparable unassisted units; and
2. The tenant's portion cannot exceed 40% of their monthly income.

If the requested rent amount meets these two criteria, the unit is scheduled for an inspection. If the requested rent does not meet one or both of these criteria, the landlord will be asked to negotiate a lower rent. There is no obligation to alter the rent. However, if the landlord is unable to lower the rent, the unit cannot be used on the program and the Section 8 participant will need to look elsewhere. There can be no side agreements between the landlord and the tenant requesting the tenant to pay the difference.

Annual Rent Increases

Units on the Section 8 program are eligible for a rent increase after the initial 12-month term. Landlords are notified by the Housing Authority at least 90 days prior to this date reminding them to request the increase if desired. The advanced notice is needed to provide enough time to allow a 60-day notice to the tenant from the landlord as required by State and local law. A copy of this notice should also be submitted to the Housing Authority.

On the **Voucher program**, there is no limit on the amount of rent increase, however, the rent must continue to be reasonable to similar units in the area. It is important to remember, the tenant pays any rent increase on the voucher program and affordability may become a factor if their portion gets too high for them to pay. The 40% limitation described above does not apply to annual rent increases.

The Inspection Process

Housing Quality Standards (HQS) play an important role in the administration of the Section 8 Housing Assistance Program. The HQS inspection is required before assistance can be appropriated. The basic purpose of the inspection is to insure that the unit meets all the minimum inspection standards set by HUD. If the unit fails the initial inspection, all failed items must be corrected prior to the subsidy being paid on the unit.

- **Why does a unit fail?**

Units sometimes fail housing inspections because landlords and tenants are not familiar with HQS requirements and/or have not assessed the condition of the unit prior to the scheduled inspection. For these reasons the Housing Authority encourages landlords and tenants to conduct pre-inspections prior to the scheduled inspection. By having the items corrected before the inspection, the inspector has a better chance of passing the unit the first time. This will save valuable time and insure an accurate initial and subsequent annual inspection.

- **Recertification Inspections**

The first recertification inspection occurs no less than 8 months, but no more than 20 months following the initial inspection. All subsequent inspections will occur within 12 months of the last inspection. The unit must pass these inspections to continue to receive the Section 8 Assistance. In most cases, if the unit fails the inspection, the Housing Authority will allow the landlord fourteen (14) to thirty (30) days to make the repairs. However, if the fail item is considered to be life threatening, Federal law requires the repair to be made within 24 hours. Additional time may be granted in cases where extensive repairs are needed.

- **What happens if the repairs are not completed?**

While it is generally the landlord's responsibility to maintain the condition of the assisted unit in accordance with the regulations governing the Section 8 Housing Programs, the landlord may hold the tenant responsible for tenant caused damage. The landlord may require the tenant to repair or pay for those items that are tenant caused. If the landlord chooses to have the tenant repair the damages, the landlord must notify the tenant explaining which items they are to repair, with a copy provided to the Housing Authority. If the tenant fails to repair the items that are tenant caused within the time frame indicated, the tenant's Housing Assistance may be terminated.

Rent abatement, or the withholding of Housing Assistance Payments, applies when the Housing Authority verifies that the repairs have not been completed to meet minimum HQS requirements within the time period given. On those rare occasions when the landlord does not complete the repairs, the Housing Authority's portion of the Contract rent will be abated. Once the repairs have been made, the Housing Assistance Payments will resume, prorated from the date that the unit passes the third and final housing inspection. The Tenant cannot be held responsible for the abated Housing Assistance Payment.

If the unit remains under abatement and repairs are not completed the Housing Authority will notify the tenant and the landlord that the Section 8 Housing Assistance Contract will be terminated and no further assistance will be paid on this unit. The tenant can either stay and pay the full rent or move from the unit provided proper notice has been given to the landlord.

- **The Most Common Deficiencies Resulting In A Failed Inspection**

- ◇ **Entry Doors:** Must lock securely. Check the weather-stripping. If there are gaps that let air in, weather-stripping must be applied. Check the doorjamb and strike plate for defects.
- ◇ **Windows:** Those designed to open must open and must have a permanent lock attached. (Sticks and thumbscrews are not accepted as locking devices). The windowpanes must not be broken or cracked.
- ◇ **Electrical Hazards:** HUD requires that a unit must be free of any possible electrical hazards. All electrical outlets and switches must have cover plates that are not cracked and they must be secured to the wall. Also, there can be no exposed wiring in the home and all light fixtures must be properly mounted to

the wall or ceiling and must be working. Breaker boxes must have all open spaces filled with knock outs or blank spacers and must not have any exposed wires.

- ◇ **Oven/ Range:** Clean the range and oven to ensure that it would not be a fire hazard. Burners must lay flat and all elements must be working properly. Be sure all knobs and dials are on the appliance. Please insure filter screen is installed in front of the fan.
- ◇ **Refrigerator:** Check the rubber gasket around the doors. If it's loose or cracked, it needs to be replaced. Also check the kickplate to be sure it is secured at the bottom of the refrigerator.
- ◇ **Heating and Plumbing:** The heating system must be on, working properly, and provide adequate heat. Be sure all heat sources are clear of furniture, bedding, clothing, and other items. Oil, gas and propane furnaces must be professionally serviced at least every two years. Verification of service must be provided and the furnace must be safe and working properly. Check for any leaks in the plumbing fixtures (sinks, toilets, showers, etc.) and repair if necessary.
- ◇ **Hot Water Heaters:** Must have a pressure relief valve and discharge line that extends to within 6 inches of the floor. Discharge tubing must be of the appropriate type of material – either galvanized steel or copper or CPVC piping (Do not use PVC). There should be no exposed wires. In addition flammable material should not be stored near the hot water tank.
- ◇ **Flooring:** Carpets that are frayed or torn, or vinyl, tile or linoleum that would be a tripping hazard must be repaired. Exposed carpet tacks or thresholds, which are loose must be repaired. Please check and repair floors that have dry rot. Dry rot is commonly found in the bathroom, around the bathtub and toilet.
- ◇ **Inoperable smoke detectors:** A smoke detector must be on each floor of the dwelling unit and must have a tester button. Units occupied by a hearing impaired persons, must be equipped with a smoke alarm designed for the hearing impaired and mounted in the bedroom occupied by the hearing impaired individual.
- ◇ **Ventilation:** Inoperable bathroom fans or no ventilation (i.e. window) would result in a fail rating.
- ◇ **Decks, Railings, Steps:** HUD requires that all stairways with 4 or more steps must have a handrail. The handrail must run the length of the stairway and be securely supported in order to provide adequate safety for the user. Decks, rails and steps, must also be free of dry rot and tripping hazards. Railings are required for decks porches or steps that are over 30 inches from the ground.
- ◇ **Peeling Paint:** HUD requires that in a home built prior to 1978, have no deteriorated or peeling paint on the inside and outside of the unit if the unit is occupied by children under the age of six.

Housing Assistance Payments will be effective the day the unit passes HQS or the day the tenant receives the keys, whichever is later. The unit will then be inspected annually to ensure that it remains in compliance with HQS.

The landlord and tenant should complete a move in checklist report on their own as required by Washington State Landlord Tenant Law. A copy of this report should be given to the tenant and retained in their file.

Procedure to Dispute a Housing Authority Decision

The Housing Authority will provide an owner in its Section 8 Program an opportunity for an informal review to consider whether decisions relating to the individual circumstances of the owner are in accordance with the law, HUD regulations and/or policies in the following cases:

- To review the HA's determination that a unit is not in compliance with HQS;
- To dispute a rent reasonableness determination made by the HA; or
- To dispute a denial of participation on the Section 8 program.

Owners wishing to dispute one of the above reasons must request a review of the determination in writing, making reference to the specific problem they wish reviewed. A time will be scheduled with a Section 8 supervisor who was not a party to the original decision within ten (10) days of the request. The review, depending on the owners request, can be performed either:

- On the telephone; or
- In a meeting at the Section 8 office where all parties are present.

Utilizing either method, the owner shall have the right to submit any documentation they believe should be considered in making a decision. After all items have been discussed, the owner will receive a written response from the HA with ten (10) days of the review detailing the final determination and the reasoning behind the decision.

If an owner is not satisfied with the decision, they may request, in writing, that the Associate Director of Housing Choice Program review the information. No formal meeting will be held. The response of the Associate Director of Housing Choice Program is final and will be issued within ten (10) days of the date of the request.

Dwelling Leases and Contracts

Dwelling leases and Housing Assistance contracts need to be signed before payment on a unit can begin (See Exhibits). Landlords who use a standard dwelling lease for their unassisted units must continue to use their own lease, in conjunction with the HUD mandated lease addendum, for all new Section 8 contracts. Landlords who do not have a standard dwelling lease have the option of using a pre-designed Housing Authority model lease. Should the landlords choose to use their own lease, a copy will need to be submitted to the Housing Authority prior to payment being made.

There may be a slight delay of one to three weeks for the first subsidy check to reach the landlord due to in-house accounting procedures. Subsequent checks will be mailed the first working day of each month. The landlord, in accordance with the lease, should collect the tenant's portion of rent as well as their deposit amount. Collecting amounts not listed on the contract is violation of the program.

What are the Responsibilities of the Landlord?

The landlord has an obligation to both the Housing Authority through the Housing Assistance Payments (HAP) Contract and to the tenant through the dwelling lease. The HAP contract states a landlord agrees to the following:

1. The landlord will maintain the unit and premises in accordance with the Housing Quality Standards.
2. The landlord will assure that the unit is leased only to those family members listed on the lease.
3. The landlord will assure that the total rent for the Section 8 unit does not exceed rents charged for other unassisted units in the premises.
4. The landlord has not and will not receive any other form of payment for the unit while under contract.

5. The landlord will assure that the family does not own or have any interest in the unit.
6. The landlord is not related in any way to the family (except in the case of a disabled resident) nor does the landlord currently reside in the unit.
7. The landlord will not commit fraud, bribery, drug-trafficking, or any other corrupt or criminal action.
8. The landlord will enforce the tenant obligations listed on the lease, especially those involving illegal drug use and violent criminal activity.
9. The landlord will decide what utilities the tenant will be responsible for and what utilities will be included in the rent.

The obligation to the tenant is outlined in the lease or lease addendum whereby the landlord agrees to maintain the unit in accordance to the Housing Quality Standards and to enforce the tenant obligations listed on the lease.

What are the Responsibilities of the Family?

In order to participate on the Section 8 program, a tenant has responsibilities to both the landlord and the Housing Authority. The tenant responsibilities to the landlord are listed on the lease or lease addendum and include, but are not limited to, such items as:

1. Payment of rent and any utilities listed as their responsibility.
2. To use the unit as their principal place of residence.
3. Not to sublease the unit or allow unauthorized people to reside in the unit.

The tenant responsibilities to the Housing Authority are listed on the Voucher and include, but are not limited to the following:

A. The family **MUST**:

- **Supply** any information that the HA or HUD determines to be necessary including evidence of citizenship or eligible immigration status, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
- Promptly **notify** the HA in writing when the family is away from the unit for an extended period of time in accordance with HA policies.
- **Notify both** the HA and the landlord in writing before moving out of the unit or terminating the lease.
- **Allow** the HA to inspect the unit at reasonable times and after reasonable notice.
- **Request** HA written **approval** to add any family member as an occupant of the unit.
- **Give** the HA a copy of any landlord issued eviction notice.
- **Supply** true and complete information.

B. The Family (including each family member) **must NOT**:

- **Own** or have any interest in the unit (other than in a cooperative, or landlord of a manufactured home leasing a manufactured home space).
- **Commit** any serious or repeated violation of the lease.
- **Commit** fraud, bribery or any other corrupt or criminal act in connection with the program.
- **Participate** in illegal drug or criminal activity.
- **Sublease** or sub-let the unit or assign the lease or transfer the unit.
- **Damage** the unit or premises (other than damages from ordinary wear and tear) or permit any guest(s) to damage the unit or premises.

Termination of Assistance by the Housing Authority

Although the HA will work with tenants and landlords in an attempt to overcome any problems which may occur while on the Section 8 program, there may come a time where the only option left is to terminate the housing assistance payments which are being made on the tenants behalf. Listed below is a non-inclusive list of reasons for termination:

- If the family has engaged in or threatened abusive or violent behavior toward HA personnel;
- If the family has not reimbursed any HA for amounts paid to a landlord under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease;
- If the family breaches an agreement with the HA to pay amounts owed to a HA, or amounts paid to a landlord by a HA. At its sole discretion, the HA may elect to offer an agreement to pay amounts owned to a HA or amounts paid to a landlord by a HA. The terms of any such agreement shall be prescribed solely by the HA;
- If the family violates their family obligations listed on the Voucher;
- If any member of the family fails to sign and submit consent forms for obtaining necessary information.

If the HA initiates an action to **terminate** the assistance, written notice of this decision will be sent to the landlord. However, the tenant has the right to request an Informal Hearing to contest the decision. If an Informal Hearing is held, the Landlord would be notified if the decision to terminate was reversed.

Termination of Assistance by the Tenant

In accordance with the lease or lease addendum, a tenant wishing to remain on the Section 8 program is obligated to remain in the unit for at least 12 months before being given the option to move. However, a tenant may choose to terminate their assistance with Section 8 program at any time. If they do, a landlord needs to understand that the Section 8 lease will also terminate ending any obligation for the family to remain in the unit. In these cases, the Housing Authority does advise tenants who wish to move to give proper notice to a landlord in accordance with State and local law. If the tenant wishes to remain in the unit, a landlord will need to have the tenant sign a new lease.

Termination of Assistance by the Landlord

During the term of the lease, a landlord has the right to terminate the tenancy of a tenant who is in violation of the dwelling lease, however, any eviction notice must be issued in accordance with the lease and State and local law. During the first year, the landlord must have cause to terminate the lease. Following the first year, if a new lease is not signed, cause is not necessary. Copies of any eviction notices must be given to the HA at the same time the landlord notifies the tenant.

How Does a Landlord get on the Section 8 Program?

Any landlord willing to work within the guidelines of the Section 8 program can rent their unit on the Section 8 program. As discussed previously, the rent must be within the program limits and comparable to other rents in the area, the unit must meet the Housing Quality Standards, and the landlord must be willing to maintain and enforce their obligations under the signed contracts. The Housing Authority provides a courtesy list of units, which is available to Section 8 participants. A landlord who would like their unit included on this list 206-214-1300 to list the unit.

EXHIBITS

Reserved for RFTA

SECTION 8 LANDLORD CERTIFICATION

(Tenant Name)

(Assisted Unit Address)

(City, State, Zip)

Ownership of Assisted Unit

I certify that I am the legal owner or the legally designated agent for the above reference unit, and that the prospective tenant has no ownership interest in this dwelling unit whatsoever.

Dwelling Lease and Housing Assistance Payments (HAP) Contract

I understand that I have the choice of using the Section 8 model lease or my standard dwelling (plus the HUD required lease addendum), but that I am limited to use of my standard dwelling lease if used by my non-section 8 tenants. I also understand that the lease effective date, the lease end date, and the contract rent must match that listed on the HAP contract and if different, will be superseded by those on the HAP contract. I understand I must submit a signed copy of the lease and HAP contract to the Housing Authority before payment can be made.

Approved Residents of Assisted Units

I understand that only those residents approved on the lease and HAP contract may reside in the unit and that I am not permitted to live in the unit while I am receiving housing assistance payments (Does not apply to owners participating on the Shared Housing Program, provided they are not related to the tenant by blood or marriage). In addition, I understand that King County Housing Authority does not check references, they only verify program eligibility and I am responsible for reference checks for rental, financial and criminal history.

Reporting Vacancies to the Housing Authority

I understand that should the assisted unit become vacant or if the tenant notifies me they will be absent from the unit for any period of time, it is my responsibility to notify the Housing Authority immediately in writing and, if appropriate, to return any portion of rent due the Housing Authority promptly. The Housing Authority cannot pay on a unit after the tenant has vacated.

Administrative and Criminal Action for Intentional Violations

I understand that failure to comply with the terms and responsibilities of the Housing Assistance Payments Contract are grounds for termination of participation in the Section 8 Program. I understand that knowingly supplying false, incomplete or inaccurate information or collecting "side payments" from the tenant is punishable under Federal or State criminal law.

Computer Matching Consent

I understand the Housing Assistance Payment Contract permits the Housing Authority or HUD to verify my compliance with the Contract. I consent for the Housing Authority or HUD to conduct computer matches to verify my compliance, as they deem necessary. The Housing Authority and HUD may release and exchange information regarding my participation in the Section 8 program with other Federal and State agencies.

Fair Housing Requirements

I understand that, as a recipient of federal funds, I have an obligation to comply with all pertinent laws and regulations which provide for non-discrimination as well as unit accessibility for all housing participants, including people with disabilities. I understand that additional information on this subject can be found by printing HUD Notice 2002-01 located on KCHA's website at www.kcha.org or by requesting a printed copy from the Section 8 Housing office.

(Signature of Landlord)

(Date)

WARNING: Title 18 U.S. Code Section 1001 states that a person is guilty of a felony for knowingly and willingly making false or fraudulent statements to any Department of Agency of the United States. State law may also provide penalties for false or fraudulent statements.

Summary of New Lead-Based Paint Regulations

As a result of changes in program regulations, the King County Housing Authority will implement new federal lead-based paint regulations affecting all federally assisted housing units, including rental units subsidized under the Section 8 Housing Choice Voucher Program.

Who is affected?

The new regulation is known as the Lead Safe Housing Rule and applies ONLY to properties that meet the following criteria: units with deteriorated paint surfaces (peeling, chipping, chalking, cracking, or otherwise damaged or separated paint) that were built before 1978 AND occupied by households with a child under the age of 6 years (or a pregnant household member).

Properties exempted from the new Lead Safe Housing Rule include:

- Units with no deteriorated painted surfaces
- Units build after 1978
- Units not occupied by children under 6 (or a pregnant household member)
- Units used exclusively for the elderly or disabled
- Zero bedroom units
- Properties certified as lead-free by a certified lead inspector

What is the purpose of the new rule?

The Lead Safe Housing Rule is designed to protect you, your employees, and your tenants from lead poisoning. Previous regulations were based on the belief that lead poisoning was caused primarily by ingestion of paint chips containing lead. Data now suggest:

- A common way both adults and children are poisoned by lead is through inhalation of lead dust. When cracking and peeling lead paint is removed by dry scraping or a variety of other now prohibited methods, lead dust is generated, placing the person removing the paint at risk of lead poisoning.

- Young children touch lead dust on floors or other surfaces, and when they put their fingers in their mouths, they ingest the lead dust. Children under the age of 6 are most severely harmed by excessive levels of lead in the blood.

This new information prompted Congress to begin regulating the manner in which lead abatement is conducted.

What does the new rule require?

The new regulations are set forth by the U.S. Department of Housing and Urban Development (HUD) at 24 CFR Part 35. On units which are not exempt, the regulations require:

- 1) All interior and exterior deteriorated paint must be stabilized, removed and or encapsulated and the area must be repainted.
- 2) Damaged substrate surfaces must also be repaired.
- 3) The work must be conducted by a person who is trained and certified in Lead Safe Work Practices if the disturbed areas are over the deminimus levels listed below.

Deminimus levels: (a) 20 square feet on exterior surfaces (b) 2 square feet in any one room or space (c) 10 percent of total surface area of a small interior or exterior component.

- 4) A “clearance” inspection must be done and certified as passed by a certified Risk Assessor, ensuring that the hazard reduction activities are complete and that no lead dust-hazards exist in the dwelling unit or worksite.

Note: None of the above will be required at an initial or annual inspection if no deteriorated paint is found.

Information on (a) companies with certified Risk assessors and Inspectors is available on the state website: www.cted.wa.gov

Other resources include www.hud.gov/lea or www.epa.gov/lead/nlic.htm for other lead information and www.epa.gov for EPA regulations. In addition you can contact the National Lead Information center at 1-800-424-lead. The office Lead Hazard Control at 202-755-1785 ext 104, or the National Center for Lead Safe Housing at 410-992-0712 or visit their web site at www.leadshousing.org Information on training in Safe Work Practices is available at the HUD website: www.hud.gov/lea

What if I own a Section 8 assisted unit built before 1978 and occupied by a household with a child under 6?

For units occupied by Section 8 assisted tenants, the property will be inspected for deteriorated paint at initial lease-up and once annually thereafter, as long as the assisted tenant remains in the unit. Once you receive notice of a pending inspection, you should prepare for the inspection as follows:

- Walk through the unit well before the inspection and examine all painted surfaces for peeling, chipping, chalking, or cracking paint.
- Carefully examine doorways, windowsills, and other areas where friction may cause paint to loosen and wear off.
- Examine the painted surfaces on the exterior of the unit, on outbuildings, on fences, and in any common areas in apartment buildings such as entryways, hallways, laundry rooms, and playgrounds.
- Using Safe Work Practices, remove all deteriorated paint and repaint to restore the surfaces.

NOTE: Paint that is intact is not considered a lead hazard.

What happens if my rental property fails its annual inspection due to deteriorated painted surfaces?

If an assisted unit is failed for deteriorated paint, the inspector will provide detailed information about the steps required to comply with the lead regulations. As with other failed inspection items, the property owner or manager will have up to 30 days to make necessary repairs. If the repairs are not done within 30 days, the SHA will suspend payment to the owner on the failed unit until the repairs are made.

What will the Housing Authority require if a child is found with high levels of lead in the blood?

In the special case when a local housing authority is notified that a child with an Environmental Intervention Blood Lead Level (EIBLL) is living in or plans to live in a unit, a certified Risk Assessor must do a risk assessment test. A risk assessment test is an on-site investigation to determine the existence, nature, severity, and location of lead-based paint hazards. (Appropriately trained and certified people must then complete required work and a certified Risk Assessor must complete a clearance process.

