



Our New Home

Window of. *Opportunity*

***A Guide to Tenant Based Rental Assistance
for Owners of Rental Housing***

Provided as a public service by the
Washington County, Oregon • Department of Housing Services
111 NE Lincoln, Suite 200-L • Hillsboro, Oregon 97124 • (503) 846-4794
www.co.washington.or.us/housing
Equal Housing Opportunity

Our Vision
“Making a Difference”

The Department of Housing Services will act as a leader in providing affordable housing opportunities through partnerships to improve the quality of life in our community.

Our Commitment...

To Respect the Individual

To Preserve Dignity

To Promote Self-Sufficiency

To be Culturally and Environmentally Sensitive

To Provide Quality Service



Dear Owner of Rental Housing:

Thank you for your interest in the Tenant Based Rental Assistance Programs, previously referred to as “Section 8.”

Tenant Based Rental Assistance programs allow lower income families to rent housing on the private market. Typically, assisted families pay approximately thirty percent of their gross income for rent and utilities.

The Department of Housing Services (DHS) enters into a Housing Assistance Payments contract with the owner to make up the difference between what the family can afford to pay and the total contract rent. The rental dwelling unit must meet certain minimum quality standards and not exceed established fair market rent amounts.

The Tenant Based Rental Assistance programs are designed to be flexible enough to allow families to choose where they want to live.

If all of your questions about Tenant Based Rental Assistance programs are not answered in this handbook, please feel free to call our office at (503) 846-4794. Our staff will be happy to help you.

We look forward to working with you!

Sincerely,

The Staff of the Department of Housing Services

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Tenant Based Rental Assistance... for all the **RIGHT** reasons!

Do these statements apply to you?

- I enjoy helping my community.
- I like the security of knowing that a portion of the rent will always be paid.
- I take pride in maintaining my rental properties in a safe condition.

If you answered yes, then Tenant Based Rental Assistance will benefit both you and the tenants you select - for all the right reasons.

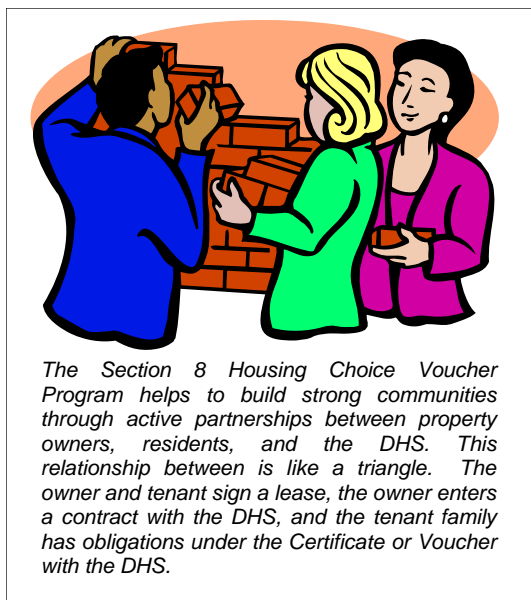
First of all, you get to help people in need by providing them with a rental dwelling. Sometimes, program participants have a difficult time locating rental housing suitable to their needs. You can help provide participants with more housing choices. The more choices that are available, the more success participants will have in securing a place to live.

Secondly, you will have the security of knowing that at least a portion of the rent will always be paid on time, because it comes from the DHS. You use your own rental agreement (with an attached "Tenancy Addendum" that includes all HUD-required provisions for participation in the program) and you may determine the terms of the rental agreement as you would for any other renter, including late fees, pet fees, key deposits, etc.

Finally, each year the DHS will inspect the property to assure that it is in safe condition. You will be notified of any conditions that do not meet the Housing Quality Standards (HQS). These standards are set by the US Department of Housing and Urban Development (HUD) for rentals under assistance (see Appendix A for a detailed explanation). You are given approximately 30 days to repair any conditions that do not meet HQS, and the DHS will notify you of items that may need correction soon in order to avoid more costly repairs in the future.

As an additional free service, the DHS can also include any vacant units you have on our list of available dwellings to help you "advertise" to prospective tenants.

While a small amount of extra paperwork is involved, it takes little time to complete. The staff of the DHS is always willing to assist you. This booklet will also



What is Tenant Based Rental Assistance?

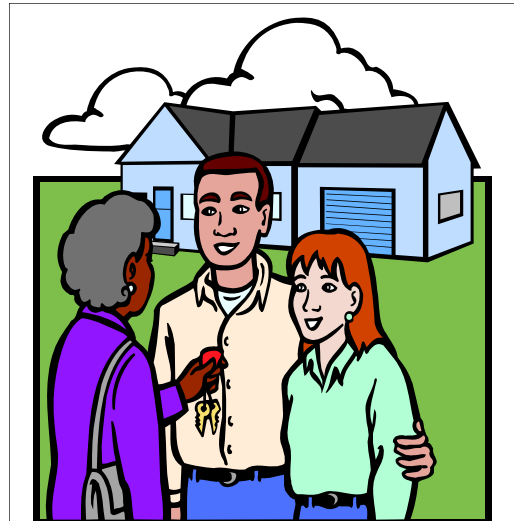
Tenant Based Rental Assistance (also known as “Section 8”) is long term rental assistance to families renting dwellings on the private market. Unlike Public Housing, where the Department owns and manages the rental units, Tenant Based Assistance works in cooperation with private market owners to provide affordable housing.

The Washington County Department of Housing Services (DHS) offers assistance through the Housing Choice Voucher Program. This program was designed by HUD to help very low income families rent decent, safe, and sanitary housing.

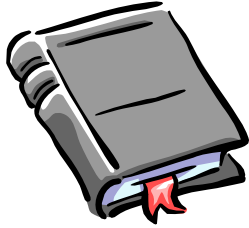
Under the Housing Choice Voucher Program, the owner and family enter into a rental agreement, provided by the property owner or manager, and the owner signs a Housing Assistance Payments (HAP) Contract with the DHS. The family pays a portion of the rent directly to the owner, and the DHS issues a check each month to the owner to supplement the family’s payment.

The Department of Housing Services **cannot recommend tenants**. It is the responsibility of the owner to check the family’s references and credit record. With a signed release from the prospective tenant, the DHS may provide information about past landlords and/or unit damage.

This handbook explains the steps involved in renting a dwelling under the Housing Choice Voucher Program and the advantages for a rental owner. This handbook also explains some of the terminology we use at the DHS. If you still have questions after reading the information offered here, please call our office at (503) 846-4794 Monday through Friday from 8:30 a.m. until 5:00 p.m. We will be happy to answer any questions you may have.



You can help a low income family take a step towards self-sufficiency by providing them with a rental unit they can call “home.”



Definitions

When discussing the Section 8 Housing Choice Voucher Program, it is helpful to know the following terms:

CONTRACT RENT: The total amount of rent for a dwelling that is payable by both the DHS and a family to the owner.

FAIR MARKET RENT: Amount determined by the US Department of Housing and Urban Development (HUD) that sets the upper limit for rent and utilities for dwellings rented by Certificate program participants.

FAMILY OBLIGATIONS: Rules established by HUD which program participants must follow in order to receive assistance and continue to receive assistance.

HOUSING ASSISTANCE PAYMENT (HAP):The payment made by the DHS to the owner. The payment is the difference between the Contract Rent minus the Tenant Rent. The DHS mails HAP payments to owners on the first working day of each month.

HOUSING ASSISTANCE PAYMENTS CONTRACT: Also called “Contract”. A Housing Assistance Payments Contract defines the DHS and owner responsibilities, rights and obligations under the program. The Contract states the amount of the Housing Assistance Payment (that portion of the rent to be paid by the DHS).

HOUSING CHOICE VOUCHER: A Voucher verifies that the family is eligible to participant in the Rental Voucher Program. The amount of rent is limited only by the Rent Reasonableness standard with a Voucher. Under this program, after the family selects a dwelling, the DHS inspects the dwelling to assure that it meets Housing Quality Standards (HQS) and a Lease and Contract are signed. The family pays 30% of their income for rent and utilities. The DHS

pays the balance of the rent **up to** the Payment Standard established by HUD. In addition to 30% of their income, the family pays any amount of rent that exceeds the Payment Standard.

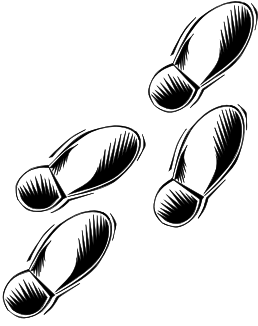
HOUSING QUALITY STANDARDS (HQS): All assisted dwellings leased by program participant must be in good condition and meet minimum program standards. A Housing Quality Standards (HQS) inspection of the dwelling unit is performed when the DHS receives a completed Request for Lease Approval. The dwelling must pass the HQS inspection before the DHS may enter into a contract with, or make any payment to, an owner.

LEASE/CONTRACT ADJUSTMENTS: Family eligibility for the Rental Assistance Programs is re-verified annually. Changes may occur during the year if the family has changes in income or family composition. A notice is sent to the owner and family any time there is an adjustment in Contract Rent, Tenant Rent, or the Housing Assistance Payment.

RENT REASONABLENESS: Rents for dwellings under the Tenant Based Assistance Programs must be reasonable in relation to comparable dwellings on the private unassisted market and not in excess of rents currently being charged for comparable unassisted dwellings.

REQUEST FOR TENANCY APPROVAL (RTA): This form will be given to the owner by a prospective tenant. This form is completed by the owner and the family to give the DHS enough information about the dwelling to complete the inspection and prepare the Lease and Contract.

SECURITY DEPOSIT: The owner may collect a security deposit from the tenant. The deposit may not be in excess of private market practice or exceed amounts charged by the owner to unassisted tenants.



The Steps to “Leasing Up” Under the Housing Choice Voucher Program

1

Families apply to the DHS for rental assistance. When a family’s application reaches the top of the waiting list, eligibility for the program is verified.

2

The DHS issues the family a Housing Choice Voucher. Eligible families may choose to use their assistance in their current dwelling or to move. The owner should ask to see the ***Request for Tenancy Approval*** when discussing the dwelling. **Please note that the DHS does not screen families based on rental history. The DHS highly recommends that the owner check references from at least two previous landlords.**

3

When an owner has thoroughly screened the applicant family and has decided to enter into an Assisted Lease, the ***Request for Tenancy Approval*** is completed with the family.

4

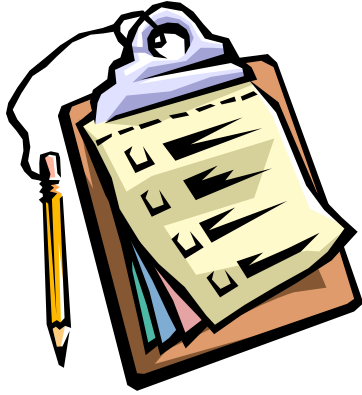
Once the ***Request for Tenancy Approval*** is returned to the DHS, an appointment will be made for inspection of the dwelling. The DHS will usually inspect the dwelling within 72 hours of receiving the Request for Tenancy Approval.

5

If the unit does not pass inspection, or the rent is determined to be too high for program guidelines, the owner will be promptly notified. The owner then has the option of repairing the unit or adjusting the rental amount.

6

If the unit passes inspection, and the rent is determined to be reasonable, the Housing Assistance Payments (HAP) Contract and Tenancy Addendum will be prepared. Usually, the family will be contacted and asked to come in and sign the Tenancy Addendum. Once the documents are completed and returned, along with an executed copy of the Rental Agreement or Lease between the landlord and tenant, and the family has possession of the unit, the DHS will process paperwork for payment to the owner.



Initial Inspections

Before the DHS can begin payment on a unit, it must comply with the Housing Quality Standards (HQS). The initial inspection is completed to assure that the dwelling is decent, safe and sanitary. Usually the initial inspection is completed before the family moves in, unless the family is living in the unit they will rent under the Housing Choice Voucher Program.

The process to obtain an initial inspection begins when the completed Request for Tenancy Approval is received by the DHS. It is very important that this form be filled out completely. Please call (503) 846-4794 if you have any questions in the course of completing a Request for Tenancy Approval.

During an initial inspection, the Housing Inspector only determines whether the dwelling meets HQS criteria. The dwelling should be in “move-in” condition at the time of the inspection. Carpet should be clean, patining completed, etc. If you schedule an initial inspection before all the work is done to prepare the dwelling for move-in, please let the inspector know.

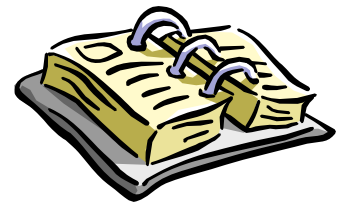
If a dwelling does not pass the initial inspection the first time through, it is very important that you call as soon as the repairs are completed. *DHS cannot pay on a unit which has not passed the initial inspection, and the HAP Contract cannot be made effective until the unit has passed inspection.*

Rent Reasonableness

Once a dwelling has been inspected, the Housing Inspector determines whether or not the rent requested is reasonable. This determination is made by comparing the amount requested by the owner with rent and utility amounts for similar unassisted dwellings on the private market. If the rent is determined to be unreasonable, the owner will be given the opportunity to submit information on other dwellings the owner feels are comparable.

Once a Year

Each year, prior to the anniversary date of the Lease, the DHS will complete a re-examination of tenant eligibility for assistance, inspect the dwelling to ensure it continues to meet HQS, and negotiate rent increase requests from the owner.



Rent Increases

Under the Housing Choice Voucher Program, owners may request a rent increase any time after the first anniversary date of the Lease with a 60 day written increase notice to the family and the DHS.

Annual Inspections

Every year, the DHS will conduct an annual inspection to ensure that the dwelling continues to meet HQS requirements. The annual inspection covers the same items as the initial inspection.

During the annual inspection, the inspector may note items that **should** be repaired but do not specifically fail to meet HQS criteria. These items will appear on the inspection summary as “Comments” or “Recommendations”. The DHS recommends that you repair these items while they are still in a condition that does not warrant a “fail” rating. This will avoid additional costs and/or damage in the future.

If the unit does not meet Housing Quality Standards, you will receive a “Notice of HQS Deficiencies” by mail. The notice will outline when the first inspection took place, the date and time for the next inspection, and will include an “Inspection Summary” which details the items in need of correction, any items which were inconclusive, and comments and recommendations made by the inspector.

The Notice of HQS Deficiencies contains the reinspection date. Generally, reinspections are scheduled thirty days from the date the deficiencies were detected. If all repairs are not made at the time of the reinspection, a third inspection will not be scheduled until the owner notifies the DHS the dwelling is ready.

The dwelling must pass inspection within the time frame detailed in the notices sent to the property owner, or the Housing Assistance Payment could be abated.

If 30 days is not enough time to make required repairs, call the DHS with an approximate date you expect repairs to be completed. In most cases, the inspection can be rescheduled without need for abatement under these circumstances.

Once the Housing Assistance Payment has been abated, the owner is **NOT** entitled to retroactive payments. It is better to reach an agreement with the DHS regarding necessary repairs **before** the rent is abated.

In situations where the items are caused by tenant abuse or neglect, the **family** will be held responsible for correcting the deficiencies. The owner **must** give the family written permission to make any repairs themselves, or to arrange to have the repairs made. Or, the owner may opt to make the repairs and bill the family for the cost of the repairs. In this situation, the Housing Assistance Payment will not be abated. However, it must be clear that the deficiencies have been caused by the family. This determination will be made by the Housing Inspector.

Special Inspections

A “special” inspection may be requested by the family or the owner. When a special inspection is conducted, the inspector looks **only** for the item(s) for which the special inspection was requested (.i.e., if a family calls with concerns about a leaky bathroom sink, the bathroom sink



will be the only item inspected). A determination is made as to whether or not the item(s) warrants a fail rating, and the owner is notified if repairs need to be made.

Just like the annual inspection process, a reinspection is scheduled for about 30 days from the date the dwelling received a “fail” rating. If the dwelling does not pass at the time of the reinspection, the owner will have to call when the dwelling is ready for reinspection. Typically, the Housing Assistance Payment will be abated if repairs are not made within 60 days from the date of the first failed inspection.

If the owner requests a special inspection, any items that receive a “fail” rating will require correction. However, the family is responsible for any damages they cause.

Occasionally, when the inspector conducts a reinspection, an additional fail item may be discovered which occurred after the last inspection. In this instance, a “special” inspection is written up. This conforms with our policy of not adding fail items to an existing inspection.

A Note About Inspections

In order for your rental dwellings to pass inspection the first time around, it is a good idea for you as the owner to know what the inspection entails. The appendix of this handbook will serve as a guide for you in performing your own HQS inspections. You may want to make copies of the “Housing Quality Standards Landlord Inspection” and use it to inspect your own properties.

Lead in Rental Housing

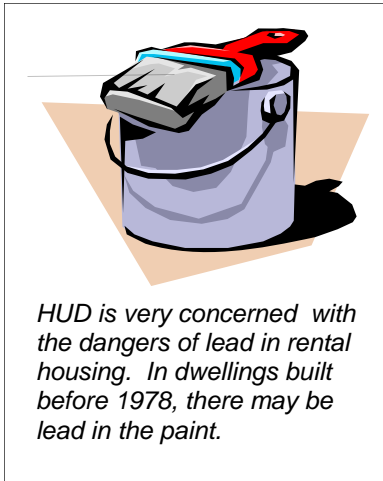
On September 15, 2000, The U.S. Department of Housing and Urban Development (HUD) published a final regulation, “Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance.” The purpose of the regulation is to protect young children from lead-based paint hazards in housing that is receiving assistance from the Federal government. It applies only to housing that was built before 1978; in that year, lead-based paint was banned nationwide for consumer use.

What are the requirements of the regulation?

Hazard control requirements that apply to rental housing assisted with HUD funds are:

- Stabilization of any deteriorated paint, including correction of any moisture leaks or other obvious causes of paint deterioration, as well as repainting (paint
- Stabilization is not required if the paint is tested and found not to be lead-based paint);
- "Clearance" following paint stabilization to ensure that the work has been completed, that dust, paint chips and other debris have been satisfactorily cleaned up, and that settled dust has low levels of lead; and
- Ongoing maintenance of the paint and periodic reevaluation to ensure that the housing remains lead safe.

For units built before January 1, 1978 receiving Tenant-Based Assistance from programs like the Housing Choice Voucher Program, property owners are also required to provide the



residents with the HUD pamphlet “Protect Your Family from Lead in the Home”, conduct a visual assessment of surfaces for deterioration, stabilize any deteriorating paint, provide notice to occupants of any lead hazards and also before conducting any work to correct deteriorated surfaces, conduct ongoing Lead-Based Paint maintenance, and respond to any child with an elevated blood lead level.

If you have further questions about the regulations pertaining to lead in rental housing, we recommend that you obtain the complete regulation, including its “preamble” (an explanation of the issues and policies), by downloading from the Internet at www.hud.gov/lea, or by mail from the National Lead Information Center at 1-800-424-LEAD.

Family Obligations

In addition to their obligations under their rental agreement, families participating in the Section 8 Rental Assistance Programs must abide by the following Family Obligations in order to continue receiving rental assistance.

The family must:

- ✦ Supply any information the the Housing Agency (HA) or HUD determines to be necessary including evidence of citizenship or eligible immigrant status, and information for use in a regularly scheduled reexamination or interim reexamination of family income and composition.
- ✦ Disclose and verify Social Security Numbers and sign and submit consent forms for obtaining information.
- ✦ Supply any information requested by the HA to verify that the family is living in the dwelling or information related to family absence from the dwelling.
- ✦ Promptly notify the HA in writing when the family is away from the dwelling for an extended period of time in accordance with HA policies.
- ✦ Allow the HA to inspect the dwelling at reasonable times and after reasonable notice.
- ✦ Notify the HA and the owner in writing before moving out of the dwelling or terminating the lease.
- ✦ Use the assisted dwelling for residence by the family. The dwelling must be the family's only residence.
- ✦ Promptly notify the HA in writing of the birth, adoption, or court awarded custody of any child.
- ✦ Request HA written approval to add any other family member as an occupant of the unit.
- ✦ Promptly notify the HA in writing if any family member no longer lives in the dwelling.
- ✦ Give the HA a copy of any owner eviction notice.
- ✦ Pay utility bills and supply appliances that the owner is not required to supply under the lease.
- ✦ Any information the family supplies must be true and complete.

The family (including each family member) must not:

- ◆ Own or have any interest in the dwelling (other than a cooperative, or the owner of a manufactured home leasing a manufactured home space).
- ◆ Commit any serious or repeated violations of the lease.
- ◆ Commit fraud, bribery, or any other corrupt criminal act in connection with the program.
- ◆ Participate in illegal drug or violent criminal activity.
- ◆ Sublease or let the dwelling or assign the lease or transfer the dwelling.
- ◆ Receive Section 8 Tenant Based program housing assistance while receiving another housing subsidy, for the same dwelling or a different dwelling under any Federal, State, or local housing assistance program.
- ◆ Damage the dwelling or premises (other than damage from ordinary wear and tear) or permit any guest to damage the dwelling or premises.
- ◆ Receive housing choice voucher assistance while residing in a unit owned by a parent, child, grandparent, sister, or brother of any member of the family unless the housing agency has determined that approving the rental unit would provide reasonable accommodation for a family member who is a person with a disability
- ◆ Engage in abuse of alcohol in a way that threatens the health, safety, or right to peaceful enjoyment of the other residents and persons residing in the immediate vicinity of the premises [of the rental unit].

When a Family Wishes to Move

The lease may be terminated by the family any time after the first year by submitting a written 30 day notice to the owner with a copy to the DHS.

Prior to one year, the family may terminate the lease by Mutual Rescission. The Mutual Rescission must be agreed upon by the family and the owner.



The family may terminate the lease any time after the first year by submitting a written 30 day notice to the owner.

When the Owner Wishes to Terminate

After the first year of the tenancy, the owner may terminate the tenancy with a 30 day, no cause notice at the end of any definite, specific term. During the first year of the rental agreement, the owner may terminate the tenancy for cause, such as serious or repeated violations of the rental agreement, violation of Federal, State, or local laws, drug related or criminal activity by the tenant, any member of the household, or any other person in the tenant's control, or other good cause.

When DHS Terminates Assistance

The DHS may stop providing assistance if:

- ♦ The family has committed any fraud in connection with the program;
- ♦ The family has violated any of their obligations under the program;
- ♦ The family has breached an agreement with the DHS;
- ♦ The unit is not in decent, safe, and sanitary condition (HQS) or is no longer appropriate based on changes in family size or composition; or,
- ♦ If the owner breaches the contract.

The DHS will notify the owner and the family, in writing, of any termination actions in accordance with the Housing Assistance Payment (HAP) Contract.

Fair Housing

The Fair Housing Act prohibits discrimination in housing because of race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18) and/or disability.

The Fair Housing Act applies to unassisted as well as assisted housing. In rental housing, the following actions, when taken based on race, color, national origin, religion, sex, familial status, or disability, are considered discriminatory:

- ♦ To refuse to rent housing;
- ♦ To make housing unavailable;
- ♦ Deny a dwelling;
- ♦ Set different terms, conditions, or privileges for the rental of a dwelling;
- ♦ Provide different housing services or facilities;
- ♦ Falsely deny that housing is available for rental;
- ♦ For profit, persuade owners to rent (blockbusting);
- ♦ Deny anyone access to or membership in a facility or service related to the rental of housing;
- ♦ Threaten, coerce, intimidate or interfere with anyone exercising a fair housing right or assisting others who exercise that right; or,
- ♦ Advertise, or make any statement that indicates a limitation or preference based on race, color, national origin, religion, sex, familial status, or disability.

For tenants with disabilities, an owner may not refuse to allow modification to a dwelling or common use areas at the tenants expense, if necessary for the disabled person to use the housing. Where reasonable, the owner may permit changes only if the tenant agrees to restore the property to its original condition upon move-out. Additionally, owners cannot refuse to make reasonable accommodation in rules, policies, practices, or services if necessary for the disabled person to use the housing.

For example, a building with a “no pets” policy must allow a visually impaired tenant to keep a guide dog.

For new buildings ready for first occupancy after March 13, 1991 which have four or more units and no elevator, all ground floor units must have: common areas accessible to persons with disabilities; doors and hallways wide enough for wheelchairs; accessible routes into and through the unit; accessible light switches, electrical outlets, thermostats, and other environmental controls; reinforced bathroom walls to allow installation of grab bars; and kitchen and bathrooms that can be used by persons in wheelchairs.



The Fair Housing Act helps to assure that every person has an equal opportunity to rent a home, regardless of race, color, national origin, religion, sex, familial status or disability.

Unless a building or community qualifies as housing for older persons, it may not discriminate based on familial status. In other words, it may not discriminate against families in which one or more children under 18 live with a parent, a person who has legal custody of the child(ren), or the designee of the parent or legal guardian with the parent's or guardian's written permission. This protection also applies to pregnant woman and anyone securing the custody of a child under 18.

If you would like more information on the Fair Housing Act, you may contact the Office of Fair Housing and Equal Opportunity, Room 5116, Department of Housing and Urban Development, 451 Seventh Street S.W., Washington, DC 20410-2000.

A Summary of the Program

The Tenant Based Rental Assistance Programs allow private owners to enter into Housing Assistance Payments Contracts with the Washington County Department of Housing Services to pay rent on behalf of participating, eligible, low income families.

A family cannot be assisted unless they have applied, been determined eligible, and issued a Certificate or Voucher. **Remember**, the DHS **does not** check references or screen families based on rental history. We only provide financial assistance to help low income families pay rent.

An eligible family who wishes to rent a dwelling will ask an owner to complete a Request for Tenancy Approval. Once it is completed and returned to the DHS, an inspection is scheduled.

When the unit passes the Housing Quality Standards Inspection and the rent is established, the DHS will prepare the Tenancy Addendum and HAP Contract for signatures. This authorizes the issuance of Housing Assistance Payment checks, which the DHS mails directly to the owner each month during the term of the Contract.

***Appendix:
Housing Quality Standards
Landlord Inspection***

The following guide is provided for your use in performing your own inspections for Housing Quality Standards. Please call if you have any questions about the standards.

LIVING ROOM	Yes/Pass	No/Fail
1. Does the unit have a living room?		
2. Are there at least two working electrical outlets, or one working outlet and one permanently installed light fixture?		
3. Is the room free from electrical hazards, such as: missing or broken coverplates, non-functional electrical outlets, any exposed wiring (not including telephone or cable wires), any inappropriate or inadequate wiring, missing knobs on heaters or thermostats?		
4. Are all windows and doors which are accessible from the outside lockable and secure?		
5. Is there at least one window? Is the window free from hazards such as severe deterioration, missing panes, broken panes, large cracks, or small cracks that may pose a cutting hazard?		
6. Is the ceiling sound and free from hazardous defects such as falling ceiling tiles, moist spots or leaks?		
7. Are the walls sound and free from hazardous defects such as leaning or falling sheetrock, holes larger than 8" X 11", small holes which have any wiring visible in them, moist spots, heavy mould, or leaks?		
8. Is the floor sound and free from hazardous defects such as holes, areas which are in danger of falling through, floor coverings which are lifting and cause a tripping hazard?		
9. Are all interior surfaces either free of cracking, scaling, peeling, chipping and/or loose paint or adequately treated and covered to prevent exposure of the occupants to lead based paint hazard? (Note, this applies only to dwelling built before 1978 where children under 6 reside).		

KITCHEN	Yes/Pass	No/Fail
1. Does the unit have a kitchen?		
2. Are there at least one working outlet and one permanently installed light fixture?		
3. Is the room free from electrical hazards, such as: missing or broken coverplates, non-functional electrical outlets, any exposed wiring (not including telephone or cable wires), any inappropriate/inadequate wiring, missing knobs on thermostats or heaters? Does the garbage disposal have a restraint clamp on the wiring?		
4. Are all windows and doors which are accessible from the outside lockable and secure?		
5. Are any windows free from hazards such as severe deterioration, missing panes, broken panes, large cracks or small cracks which may pose a cutting hazard?		
6. Is the ceiling sound and free from hazardous defects, such as falling ceiling tiles, moist spots, or leaks?		
7. Are the walls sound and free from hazardous defects such as leaning or falling sheetrock, holes larger than 8" X 11", small holes which have any wiring visible in them, moist spots, heavy mould, or leaks?		
8. Is the floor sound and free from hazards such as holes, areas in danger of falling through, floor coverings which are lifting and create a tripping hazard?		
9. Are all interior surfaces either free of cracking, scaling, peeling, chipping, and/or loose paint or adequately treated and covered to prevent exposure of the occupants to lead based paint hazard? (Note, this applies only to dwelling built before 1978 where children under 6 reside).		
10. Is there a working oven and stove with all burners and elements in a safe, working condition? Does the stove have all appropriate drip pans? Do the oven and stove have all control knobs?		
11. Is there a refrigerator that works and maintains a temperature low enough so that food does not spoil over a reasonable period of time? Is the door gasket intact? Does the freezer have a door? Is the refrigerator of a size appropriate to meet the needs of the family?		
12. Is there a kitchen sink that works with hot and cold running water? Is the sink free of leaks at the faucet or drain pipes? Does the sink drain? Does the sink have a P-trap on the drain pipe to prevent sewer gas from entering the unit?		
13. Is there a space to store and prepare food?		

BATHROOM	Yes/Pass	No/Fail
1. Does the unit have a bathroom?		
2. Is there at least one permanently installed light fixture?		
3. Is the room free from electrical hazards, such as: missing or broken coverplates, non-functional electrical outlets, any exposed wiring (not including telephone or cable wires), any inappropriate/inadequate wiring, missing knobs on thermostats or heater?		
4. Are all windows and doors which are accessible from the outside lockable and secure?		
5. Are any windows free from hazards such as severe deterioration, missing panes, broken panes, large cracks or small cracks which may pose a cutting hazard?		
6. Is the ceiling sound and free from hazardous defects, such as falling ceiling tiles, moist spots, or leaks?		
7. Are the walls sound and free from hazardous defects such as leaning or falling sheetrock, holes larger than 8" X 11", small holes which have any wiring visible in them, moist spots, heavy mould, or leaks?		
8. Is the floor sound and free from hazards such as holes, areas in danger of falling through, floor coverings which are lifting and create a tripping hazard?		
9. Are all interior surfaces either free of cracking, scaling, peeling, chipping, and/or loose paint or adequately treated and covered to prevent exposure of the occupants to lead based paint hazard? (Note, this applies only to dwelling built before 1978 where children under 6 reside).		
10. Is there a working toilet installed in the unit for the exclusive and private use of the tenant? Is the toilet free from leaks and secure at the base? Does the toilet flush completely?		
11. Is there a working, permanently installed wash basin with hot and cold running water in the unit? Is the wash basin free from leaks at the faucet or drain pipes? Does the basin have a P-trap installed on the drain pipe to prevent sewer gas from entering the unit?		
12. Is there a working tub or shower with hot and cold running water in the unit? Does the tub or shower drain?		
13. Is there an openable window or a working vent system?		

In the bathroom, check for mould on the ceiling and walls. If the tenant has been using the fan while bathing and mould still appears, the fan may not be running properly. A heavy mould problem will rate as a "fail."

OTHER ROOMS USED FOR LIVING	Yes/Pass	No/Fail
<p>1. Circle the appropriate room code:</p> <ul style="list-style-type: none"> 1 Bedroom or other room used for sleeping 2 Dining room or dining area 3 Second living room, family room, den, playroom, TV room 4 Entrance halls, corridors, halls, staircases 5 Additional bathroom 6 Other <p>Room location: RIGHT/LEFT FRONT/REAR</p>		
<p>2. If room code 1 - Are there at least two working electrical outlets, or one working outlet and one permanently installed light fixture? If not room code 1 - is there a means of illumination?</p>		
<p>3. Is the room free from electrical hazards, such as: missing or broken coverplates, non-functional electrical outlets, any exposed wiring (not including telephone or cable wires), any inappropriate/inadequate wiring, missing knobs on thermostats or heaters?</p>		
<p>4. Are all windows and doors which are accessible from the outside lockable and secure?</p>		
<p>5. Are any windows free from hazards such as severe deterioration, missing panes, broken panes, large cracks or small cracks which may pose a cutting hazard?</p>		
<p>6. Is the ceiling sound and free from hazardous defects, such as falling ceiling tiles, moist spots, or leaks?</p>		
<p>7. Are the walls sound and free from hazardous defects such as leaning or falling sheetrock, holes larger than 8" X 11", small holes which have any wiring visible in them, moist spots, heavy mould, or leaks?</p>		
<p>8. Is the floor sound and free from hazards such as holes, areas in danger of falling through, floor coverings which are lifting and create a tripping hazard?</p>		
<p>9. Are all interior surfaces either free of cracking, scaling, peeling, chipping, and/or loose paint or adequately treated and covered to prevent exposure of the occupants to lead based paint hazard? (Note, this applies only to dwelling built before 1978 where children under 6 reside).</p>		

SECONDARY ROOMS NOT USED FOR LIVING	Yes/Pass	No/Fail
1. Are there any secondary rooms? If no, go on to EXTERIOR.		
2. Are all windows and doors accessible from the outside lockable in each room?		
3. Is the room free from electrical hazards, such as: missing or broken coverplates, non-functional electrical outlets, any exposed wiring (not including telephone or cable wires), any inappropriate/inadequate wiring, missing knobs on thermostats or heaters?		
4. Are all of these rooms free from any other potentially hazardous features? Hazards may include: tripping hazards, problems with furnace or water heater, any potential for explosion, fire or injury.		

BUILDING EXTERIOR		
1. Is the foundation sound and free from hazards?		
2. Are all exterior stairs, rails and porches sound and free from hazards such as loose or rotten boards on stairs or porches, nails protruding from wood that could cause injury? Are common walkways free from tripping hazards or marked to make any hazards more obvious and easier to avoid?		
3. Are the roof, gutters and downspouts sound and free from hazards? Is the roof free from leaks? Do gutters and downspouts work effectively so as not to cause water to soak into the exterior of the unit?		
4. Are exterior surfaces sound and free from hazards? Is all siding flat and free from cutting hazards? Are fences standing up sturdily and free from exposed nails?		
5. Is the chimney (if present) sound and free from hazards? Are all bricks present? Is the chimney standing straight and at a level high enough to prevent sparks from igniting the roof?		
6. Are all exterior surfaces which are accessible to children under the age of six free from scaling, chipping, peeling and/or loose paint or adequately treated to prevent exposure of such children to lead based paint hazards?		
7. If the unit is a mobile/manufactured home, is it properly tied down?		

HEATING AND PLUMBING		Yes/Pass	No/Fail
1.	Is the heating equipment capable of providing adequate heat (either directly or indirectly) to all rooms used for living?		
2.	Is the unit free from unvented fuel burning space heaters or any other types of unsafe heating conditions? Is all heating equipment properly and safely installed?		
3.	Does the unit have adequate ventilation and cooling by means of operable windows or a working cooling system? Do two out of three windows open?		
4.	Is water heater located, equipped and installed safely? Does water heater have a temperature/pressure relief valve with a discharge line aimed towards the floor? Are element covers secured? Is the water heater free from leaks? Does the water heater heat water sufficiently? Is the temperature of hot water 135 degrees or less?		
5.	Is the unit served by an appropriate public or private water supply?		
6.	Is plumbing free from major leaks or corrosion that causes serious or persistent levels of rust or contamination in the drinking water?		
7.	Is the plumbing system connected to an appropriate public or private septic system, and is it free from open sewer pipes?		

GENERAL HEALTH AND SAFETY			
1.	Can the unit be entered without going through another unit?		
2.	Is there an acceptable fire exit from the building that is not blocked?		
3.	Is the unit free from rats or infestation by mice or vermin?		
4.	Is the unit free from heavy accumulation of garbage or debris inside or outside?		
5.	Are there appropriate covered facilities for the disposal of food waste, approvable by a local agency?		
6.	Are interior stairs and common hallways free from hazards, such as loose, broken or missing steps, absent/insecure railings, inadequate lighting, torn carpet or other tripping hazards, exposed wiring?		
7.	Is the interior of the unit free from any other hazards?		
8.	If there is an elevator, does it have a current inspection certificate?		
9.	Is the unit free from high levels of air pollution, such as vehicular exhaust, sewer gas, fuel gas, dust, etc.?		
10.	Is the site and neighborhood free from conditions that would endanger the health or safety of the residents?		
11.	If the owner of the unit is required to treat or cover any interior/exterior surfaces for lead based paint, has the owner done so and certified that s/he has?		
12.	Does the unit have at least one working smoke detector on each level of the unit?		

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