



MONACAN INDIAN NATION HOUSING DEPARTMENT
PO BOX 960 AMHERST, VA 24521
RENTAL ASSISTANCE
POLICY & PROCEDURES

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Policy Statement

The governing body of the MIN recognize the need to develop a program that provides assistance to low income tribal members whose needs cannot be met through the existing housing programs. This program is created to supplement existing MIN housing stock by providing rental assistance to eligible families. The MIN will implement the Rental Assistance Program in a manner consistent with the overall mission of the Monacan Indian Nation.

1. **Definitions**

A. **Adjusted Income.** The term '*adjusted income*' means the annual income that remains after excluding the following amounts:

- (1) **YOUTHS, STUDENTS, AND PERSONS WITH DISABILITIES-** \$480 for each member of the family residing in the household (other than the head of the household or the spouse of the head of the household)-
 - (a) who is under 18 years of age; or
 - (b) who is 18 years of age or older and a person with disabilities or a full-time student.
- (2) **ELDERLY AND DISABLED FAMILIES-** \$400 for an elderly or disabled family.
- (3) **MEDICAL AND ATTENDANT EXPENSES-** The amount by which 3 percent of the annual income of the family is exceeded by the aggregate of-
 - (a) medical expenses, in the case of an elderly or disabled family; and
 - (b) reasonable attendant care and auxiliary apparatus expenses for each family member who is a person with disabilities, to the extent necessary to enable any member of the family (including a member who is a person with disabilities) to be employed.
- (4) **CHILD CARE EXPENSES-** Child care expenses for the care of children under the age of 13 to the extent necessary to enable another member of the family to be employed or to further his or her education.
- (5) **EARNED INCOME OF MINORS-** The amount of any earned income of any member of the family who is less than 18 years of age.
- (6) **TRAVEL EXPENSES-** Excessive travel expenses, not to exceed \$25 per family per week for employment or education related travel.

- B. **Annual Income.** Annual income shall be the adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 series for individual Federal annual income tax purposes.*
- C. **Drug Related Criminal Activity.** The term '***drug-related criminal activity***' means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as such term is defined in section 102 of the Controlled Substances Act).
- D. **Elderly and Near-elderly Families.** The terms '***elderly family***' and '***near elderly families***' means a family whose head (or his or her spouse), or whose sole member, is an elderly or near-elderly person, respectively. Such terms include two or more elderly persons or near elderly persons living together, and one or more such persons living with one or more persons determined by the MIN to be essential to their care or well-being.
- E. **Elderly Person.** The term '***elderly person***' means a person who is at least 62 years of age.
- F. **Family.** ***Family*** is defined as a family with or without children, an elderly family, a near-elderly family, a disabled family, and a single person. *
- G. **Full Time Student.** A person who is enrolled in a certified educational institution, such as a vocational school with a certificate or diploma program or an institution offering a college degree, and is carrying a subject load that is considered full-time for students under the standards and practices of the institution attended.
- H. **HUD.** The U.S. Department of Housing and Urban Development.
- I. **Indian.** Any person recognized as being an Indian or Alaska Native by an Indian Tribe, the Federal government or any state.
- J. **Indian Area.** **The area within which the tribe operates affordable housing programs or the area in which the MIN has been authorized by one of more tribes to operate affordable housing programs.**
- K. **Indian Tribe.**
- (1) The term '***Indian tribe***' means a tribe that is a federally recognized tribe or a State recognized tribe.
 - (2) The term '***federally recognized tribe***' means any Indian tribe, band, nation, or other organized group or community of Indians, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement

Act, that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians pursuant to the Indian Self-Determination and Education Assistance Act of 1975.

(3) The term '**State recognized tribe**' means any tribe, band, nation, pueblo, village, or community that has been recognized as an Indian tribe by any State and for which an Indian Housing has, before the effective date under section 705 of NAHASDA, entered into a contract with HUD pursuant to the United States Housing Act of 1937 for housing for Indian families and has received funding pursuant to such contract within the 5-year period ending upon such effective date.

L. **Low Income Family.** The term '**low-income family**' means a family whose income does not exceed 80 percent of the median income for the area, as determined by HUD with adjustments for smaller and larger families.

M. **Median Income.** The term '**median income**' means the greater of- the median income for MIN Indian area, which the Secretary shall determine; **or** the median income for the United States that shall be an addendum to these procedures.

N. **NAHASDA.** The Native American Housing Assistance and Self-Determination Act passed by the U.S. Congress in 1996.

O. **Payment assistance.**

(1) The factors used to determine the amount of assistance to be paid to the owner on behalf of the participant are:

(a) Annual income of the family

(b) Fair Market Rent for counties in the Monacan Indian Nation) service area as determined by HUD. The Fair Market Rent figures for each respective county shall be attached as appendices to this policy and shall be updated when published by HUD.

- (2) The assistance amount a family will be eligible to receive will be the lesser of the actual rent or the fair market rent minus 30 percent. Under no circumstances will the housing authority enter into an agreement where the family is required to pay 30 percent of the family's adjusted monthly. Rent cannot exceed the fair market rent.

Example:

FMR	Rent	30% of Adjusted Income	Assistance
1000	800	200	600
1000	1000	200	800
1000	1200	200	Rent too High

P. Persons with Disabilities. Is a person who

- (1) Has a disability as defined in section 223 of the Social Security Act;
- (2) Has a developmental disability as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act;
- (3) Has a physical, mental, or emotional impairment which-
- (i) Is expected to be of long-continued and indefinite duration;
 - (ii) Substantially impedes his or her ability to live independently; and
 - (iii) Is of such a nature that such ability could be improved by more suitable housing conditions.
- (4) The term "person with disabilities" includes persons who have the disease of acquired immunodeficiency syndrome or any condition arising from the etiologic agent for acquired immunodeficiency syndrome.
- (5) Notwithstanding any other provision of law, no individual shall be considered a person with disabilities, for purposes of eligibility for housing assisted under this part, solely on the basis of any drug or alcohol dependence. MINHD will reference the Americans Disability Act and any amendments pertaining to such and follow all guidelines for defining substance abuse disabilities.
- (6) For purposes of this definition, the term "*physical, mental or emotional impairment*" includes, but is not limited to:

(i) Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological, musculoskeletal, special sense organs, respiratory, including speech organs; cardiovascular; reproductive; digestive; genitourinary; hemic and lymphatic; skin; and endocrine; or

(ii) Any mental or psychological condition, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

(iii) The term "*physical, mental, or emotional impairment*" includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, human immunodeficiency virus infection, mental retardation, and emotional illness.

2. General Information

A. Eligibility & Admission

- (1) The eligibility and admission criteria for assistance utilizing this program shall be the same as those described in the MIN adopted Eligibility, Admission & Occupancy Policies & Procedures. The Occupancy requirements described in the MIN adopted Eligibility, Admission & Occupancy Policies do not apply to this program.
- (2) Applications received from any family or person(s) not meeting the established criteria will be referred to other state or local agencies for housing assistance.
- (3) Applicants who owe the MIN money are not eligible to receive assistance.
- (4) Applicants who have been previously terminated or evicted from any program administered by the MIN are not eligible to receive assistance.
- (5) A participant may not receive rental assistance while receiving the benefit of any other form of housing subsidy for the same dwelling unit.

B. Term

- (1) Rental assistance may be provided for up to one year for an elderly family, family with a disability, or fulltime student, providing the household still qualifies, which will be determined when conducting the required annual recertification. For all other participants, a six-

month interim will be required to determine if modifications are needed to the amount of rental assistance, due to a change in income and/or household members. Please note, due to limited funds for the rental assistance program, if there is an increase to income, which will remain constant, which can cause a reduction of the benefit, or the rental assistance is no longer a need, during anytime of receiving assistance, it is the responsibility of the participant to report the change to the Monacan Indian Nation Housing Department (MINHD), so rent can be adjusted accordingly. Failure to do so could result in the overpayment of rental assistance and require the funds to be reimbursed to the MINHD.

- (2) Elderly families, families with a disability, and fulltime students may be provided rental assistance for as long as they comply with the terms of this program. Annual recertifications will be conducted to determine continued program eligibility. In addition to proof of income, students must also provide proof of enrollment at an accredited academic institution.

3. Leases - Approval of.

- A.** All lease terms must be for a term of one year automatically renewed at the end of the year unless a 30-day notice is provided by the participant or owner of intent not to renew the lease. Such notice must be provided by the party giving notice to Monacan Indian Nation. The owner is not required to continue with a one-year lease after the initial lease period and may opt to change to a month-to-month lease after the first year.
- B.** The MIN will provide the participant a copy of the applicable landlord and tenant laws along with and housing discrimination laws and a list of NAHASDA requirements, to give to potential owners, to assist them in submitting an acceptable lease.
- C.** Upon receipt of the proposed lease, the MIN will review it and determine if there are any unlawful provisions in the lease and that all the necessary provisions as defined in Section 207 of NAHASDA are included.
- D.** If any unlawful provisions are found, the MIN will require the landlord to strike them. If the owner is not willing to strike them, the lease will be disapproved.
- E.** If there is any necessary information missing from the lease in accordance with NAHASDA, the MIN will require the landlord to put these items in writing as an addendum to the lease. If the landlord refuses to add the necessary lease information to the lease, the lease will be disapproved.

- F. If the lease covers all necessary provisions required and are determined to have no unlawful provisions, the MIN will approve the lease.
- G. The MIN is not a party to the lease and assumes no responsibility in its enforcement.
- H. If the owner of the property is related to the applicant, the request for assistance will be denied.

4. **Housing Standards**

A. **Minimum Housing Quality Standards (HQS)**

- (1) The MIN will utilize the adopted housing quality standards in determining if the unit is a decent, healthy and safe environment to live.
- (2) The MIN will provide the participant with information to assist them in finding housing that meets the minimum requirements.

B. **Inspections**

- (1) The MINHD will conduct, or arrange to have conducted, a pre-occupancy inspection utilizing the adopted HQS and inspection form to ensure the unit is a healthy, safe, and decent place to reside prior to approval of assistance payments. If the unit does not pass the inspection, assistance can be approved if the landlord is willing to make necessary repairs to bring the unit up to the minimum requirements. If the landlord is not willing to make the repairs assistance cannot be approved.
- (2) The MIN will also conduct special inspections if it is reported that the dwelling no longer meets the minimum requirements and the owner is unwilling to make the necessary repairs. If it is determined that the unit no longer meets the minimum requirement, the MIN will request the necessary repairs in writing to the landlord. If the landlord is unwilling to make the repairs, the MIN will allow the tenant to transfer to a unit that does meet the requirements.
- (3) If the participant causes damage to the unit, it is the owner's responsibility to take appropriate action in accordance with the lease and state and local law.

5. Payments - Execution of agreements for assistance.

- A. Once the lease and the unit have been approved, and the owner has signed the agreement to abide by the owner obligation statement, the MIN will sign a contract with the owner for the assistance payment amount showing the effective date of payments and the amount of the monthly payment.
- B. If a participant moves into a unit during the month rather than at the beginning of the month, the assistance payment will be pro-rated for the remaining days left in the month and a check will be issued within three working days. The assistance payment will be made thereafter on or before the first day of each month. The participant is not responsible for the approved assistance payment made by the Monacan Indian Nation.

6. Transfers - When allowed

- A. Transfers will not be allowed during the initial lease period unless both parties are willing to break the lease and there is good cause to break the lease as determined by the Monacan Indian Nation.
- B. Transfer requests after the initial lease period will be approved only under the following conditions:
 - (1) The dwelling no longer meets HQS standards (not caused by the participant) and the owner refuses to make the necessary repairs.
 - (2) The family needs a smaller or larger unit in accordance with occupancy standards
 - (3) The family needs to relocate closer to work or school, or medical facilities, or for safety reasons such as an act or threat of violence against the family (transfer for these reasons, must be verifiable).
 - (4) The owner does not wish to renew the lease.

7. Certification Requirements.

All elderly, families with disabilities and fulltime students will be required to be recertified annually in accordance with the adopted Eligibility, Admission & Occupancy Policy to determine if they are still eligible for the program and if the assistance amount needs to be adjusted. All other participants will be required to recertify semi-annually, to determine eligibility and continued assistance amounts, for the remainder of the year. After one year, the assistance will be discontinued unless otherwise approved by MINHD, for an extension. If applicable, other housing arrangements may be recommended at this time.

All participants who are over income for the program at the time of recertification will be given at least 30- day notice of termination. The owner will also receive a copy of this notice.

8. Obligations.

A. Participant Obligations

- (1) When the participant's lease and unit are approved, the participant must sign an agreement to fulfill and abide by the required obligations for participation in the program as shown below. Any breach of the participant obligations is grounds for termination of assistance.
- (2) The family must:
 - (a) Supply the MIN with any information that the MIN determines to be necessary for use in a regularly scheduled re-examination or interim re-examination of family composition and income.
 - (b) Disclose and verify social security numbers.
 - (c) Supply any information requested by the MIN to verify the family is living in the unit or information related to family absence from the unit.
 - (d) Promptly notify the MIN if the family will be away from the unit for more than 14 days.
 - (e) Notify the MIN and the owner in writing at least 30 days prior to moving out of the unit or terminating the lease.
 - (f) Use the assisted unit for residence by the family only. The unit must be the family's only residence.
 - (g) Request MIN and landlord approval to add any other family members as occupants of the unit.
 - (h) Give the MIN a copy of any owner eviction notice or notice of lease termination.
 - (i) Pay all utility bills and the portion of the rent the participant is responsible for (if any).

- (3) The family must not:
 - (a) Own or have any interest in the unit.
 - (b) Commit any serious or repeated violation of the lease.
 - (c) Commit fraud, bribery or any other corrupt criminal act in connection with the program.
 - (d) Participate in illegal drug activity or violent criminal activity.
 - (e) Sublease or let the unit or assign the lease or transfer the unit.
 - (f) Receive any other housing subsidy for the same unit or a different unit from any state, federal or local housing program.
 - (g) Damage the unit or premises (other than normal wear and tear) or permit any guest to damage the unit or premises.
- (4) When a family breaks up
 - (a) If there are children included in the household, the assistance will remain with the parent who has custody and control of the children.
 - (b) If children are split between the parents, the tribal member parent will retain the assistance.
 - (c) If there are no children in the household, the assistance will remain with the participant who signed the lease if he/she is a tribal member.
 - (d) Family members who are forced to leave as a result of violence will retain the assistance.
 - (e) Refer to Eligibility Admissions and Occupancy Policy.

B. Owner Obligations. Prior to execution of the contract for assistance payment by the MIN to the owner on behalf of the family, the owner must agree to the following obligations in the program and must sign a statement that they are willing to adhere to these obligations before assistance can be approved.

- (1) The owner is responsible for conducting background checks and contacting references to determine the participant's suitability as a renter. The MIN does not screen the tenants.
- (2) The owner is responsible for compliance issues concerning any and all conditions of the lease.
- (3) The owner is responsible for providing the MIN with a copy of any eviction or lease termination.
- (4) The owner must notify the MIN if any participant vacates a unit.
- (5) The owner must provide the MIN with a copy for approval of any changes to the lease during the tenancy of a participant of this program.

C. Monacan Indian Nation Obligations

- (1) The MIN is responsible for payment of the assistance amount to the owner each month by the first of each month.
 - (2) The MIN is responsible for conducting an inspection prior to approval of the unit, and for special inspections if the participant reports it that the unit no longer meets the minimum required standards and the damages were caused by maintenance neglect of the owner.
 - (3) The MIN is responsible for conducting the initial income verification to determine eligibility and conducting recertifications for continued eligibility of participants at least annually.
- (4) The MIN is responsible for providing notice to the landlord and participant if Assistance amounts change or cease.

9. Terminations

A. Terminations by the owner. During the term of the lease the owner may not terminate tenancy except for:

- (1) Serious or repeated violations of the terms of the lease.
- (2) Violations of state, federal or local law that relate to occupancy or use of the unit.

- (3) The owner desires to use the unit for personal use, or desires to sell or renovate the property.
- (4) The owner may not terminate tenancy for non-payment of the MIN assistance payment.
- (5) The owner must give the tenant written notice of the grounds for the termination and provide a copy of any such notice to the Monacan Indian Nation. Any such notice must be in conformance with local or state law.

B. Termination of Tenancy by the Participant.

- (1) The family may terminate tenancy after the first year of the lease.
- (2) Terminations during the first year are allowed only if the owner agrees to release the family from the lease in writing and the participant meets the requirements for a transfer.
- (3) The family must provide the owner and the MIN with a copy of the notice of termination in accordance with the lease.
- (4) The family may also terminate the lease if the owner breaches HQS standards and refuses to repair unit after notification in writing of the necessary repairs.

C. Termination of Assistance by the Monacan Indian Nation. The MIN may terminate family assistance for any of the following reasons:

- (1) Any violation of family obligations.
- (2) Suspicion of illegal drug activity or violent criminal activity.
- (3) Failure of family to sign and submit verification documents for re-certification.
- (4) If the family abandons the unit.
- (5) If the family breaks up and results in a non-qualifying household.
- (6) If the owner fails to maintain unit in accordance with HQS standards.
- (7) If available program funding is insufficient to support continued assistance for the families.



Enacted, on this day, 11 of MAY, 2020, in Amherst, Virginia.

Kenneth Branham 5-11-20
Chief Kenneth Branham Date

Appendix A

**HUD established Fair Market Rents &
HUD established Income Limits**

<http://www.huduser.org/datasets/il.html>

Appendix B

HUD established Housing Quality Standards

Housing Quality Standards (24CFR 982.401)

1. **Performance and acceptability requirements.**
 - A. This section states the housing quality standards (HQS) for housing assisted in the programs.
 - B. The HQS consist of:
 - (1) Performance requirements; and
 - (2) Acceptability criteria or HUD approved variations in the acceptability criteria.
 - C. This section states performance and acceptability criteria for these key aspects of housing quality:
 - (1) Sanitary facilities;
 - (2) Food preparation and refuse disposal;
 - (3) Space and security;
 - (4) Thermal environment;
 - (5) Illumination and electricity;
 - (6) Structure and materials;
 - (7) Interior air quality;
 - (8) Water supply;
 - (9) Lead-based paint;
 - (10) Access;
 - (11) Site and neighborhood;
 - (12) Sanitary condition; and
 - (13) Smoke detectors.

- D. All program housing must meet the HQS performance requirements both at commencement of assisted occupancy, and throughout the assisted tenancy.
- E. In addition to meeting HQS performance requirements, the housing must meet the acceptability criteria stated in this section, unless variations are approved by HUD.
- F. HUD may approve acceptability criteria variations for the following purposes:
 - (1) Variations which apply standards in local housing codes or other codes adopted by the PHA; or
 - (2) Variations because of local climatic or geographic conditions.
- G. Acceptability criteria variations may only be approved by HUD pursuant to paragraph (a)(4)(ii) of this section if such variations either:
 - (1) Meet or exceed the performance requirements; or
 - (2) Significantly expand affordable housing opportunities for families assisted under the program.
- H. HUD will not approve any acceptability criteria variation if HUD believes that such variation is likely to adversely affect the health or safety of participant families, or severely restrict housing choice.

2. **Sanitary facilities.**

- A. **Performance requirements.** The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition, and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.
- B. **Acceptability criteria.**
 - (1) The bathroom must be located in a separate private room and have a flush toilet in proper operating condition.
 - (2) The dwelling unit must have a fixed basin in proper operating condition, with a sink trap and hot and cold running water.
 - (3) The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water.

- (4) The facilities must utilize an approvable public or private disposal system (including a locally approvable septic system).

4. Food preparation and refuse disposal.

A. Performance requirement.

- (1) The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner.
- (2) There must be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage where necessary (e.g., garbage cans).

B. Acceptability criteria.

- (1) The dwelling unit must have an oven, and a stove or range, and a refrigerator of appropriate size for the family. All the equipment must be in proper operating condition. The equipment may be supplied by either the owner or the family. A microwave oven may be substituted for a tenant-supplied oven and stove or range. A microwave oven may be substituted for an owner-supplied oven and stove or range if the tenant agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.
- (2) The dwelling unit must have a kitchen sink in proper operating condition, with a sink trap and hot and cold running water. The sink must drain into an approvable public or private system.
- (3) The dwelling unit must have space for the storage, preparation, and serving of food.
- (4) There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary storage facilities where necessary (e.g., garbage cans).

5. **Space and security**

A. **Performance requirement.** The dwelling unit must provide adequate space and security for the family.

B. **Acceptability criteria.**

- (1) At a minimum, the dwelling unit must have a living room, a kitchen area, and a bathroom.
- (2) The dwelling unit must have at least one bedroom or living/sleeping room for each two persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.
- (3) Dwelling unit windows that are accessible from the outside, such as basement, first floor, and fire escape windows, must be lockable (such as window units with sash pins or sash locks, and combination windows with latches). Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.
- (4) The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

6. **Thermal environment.**

A. **Performance requirement.** The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body.

B. **Acceptability criteria.**

- (1) There must be a safe system for heating the dwelling unit (and a safe cooling system, where present). The system must be in proper operating condition. The system must be able to provide adequate heat (and cooling, if applicable), either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the climate.
- (2) The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable.

7. **Illumination and electricity.**

A. **Performance requirement.** Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire.

B. **Acceptability criteria.**

- (1) There must be at least one window in the living room and in each sleeping room.
- (2) The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one electrical outlet in proper operating condition.
- (3) The living room and each bedroom must have at least two electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

8. **Structure and materials.**

A. **Performance requirement.** The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment.

B. **Acceptability criteria.**

- (1) Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.
- (2) The roof must be structurally sound and weathertight.
- (3) The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation.
- (4) The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable.
- (5) Elevators must be working and safe.

9. **Interior air quality.**

A. **Performance requirement.** The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants.

B. **Acceptability criteria.**

(1) The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.

(2) There must be adequate air circulation in the dwelling unit.

(3) Bathroom areas must have one openable window or other adequate exhaust ventilation.

(4) Any room used for sleeping must have at least one window. If the window is designed to be openable, the window must work.

10. **Water supply.**

A. **Performance requirement.** The water supply must be free from contamination.

B. **Acceptability criteria.** The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.

11. **Lead-based paint performance requirement.** The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, M, and R of this title apply to units assisted under this part.

12. **Access performance requirement.** The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

13. **Site and Neighborhood.**

A. **Performance requirement.** The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants.

B. **Acceptability criteria.** The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as

dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

14. **Sanitary condition.**

- A. **Performance requirement.** The dwelling unit and its equipment must be in sanitary condition.
- B. **Acceptability criteria.** The dwelling unit and its equipment must be free of vermin and rodent infestation.

15. **Smoke detectors performance requirement.**

- A. Except as provided in paragraph (n)(2) of this section, each dwelling unit must have at least one battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, - smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).
- B. For units assisted prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors prior to April 24, 1993 in compliance with HUD's smoke detector requirements, including the regulations published on July 30, 1992, (57 FR 33846), will not be required subsequently to comply with any additional requirements mandated by NFPA 74 (i.e., the owner would not be required to install a smoke detector in a basement not used for living purposes, nor would the owner be required to change the location of the smoke detectors that have already been installed on the other floors of the unit).