



APPLICATION FORM
Housing Rehabilitation Grant
Sherman County
PO Box 365
Moro, OR 97039

Applicant/Property Owner Name(s): _____

Mailing Address: _____

Phone: _____ Email: _____

Non-Owner-Occupied Dwelling Information

Site Address: _____

Total Estimated Project Cost: \$ _____

Grant Request (Not to exceed 20% of project cost; \$20,000 max): \$ _____

Application Checklist: In order for your application to be complete, please attach a written statement and supporting documents that provide the following:

- Description of the proposed improvements to the dwelling, noting whether the applicant will complete the work or a contractor. Include contractor bid(s) and material costs.
- Pictures of the condition prior to beginning improvements. Pictures included in the whole home inspection may satisfy this requirement if they cover all proposed improvements. Improvements must be "Eligible Projects" as listed on Page 2.
- A copy of a deed instrument, sales contract, title, or accepted purchase and sale agreement demonstrating ownership of the subject property and thereby authority to make improvements to the subject property. *Note: With a purchase and sale agreement in place, a project can be approved contingent upon closing. The funds will be committed for 90 days after approval.*
- A copy of a professional whole house inspection (electronic submittals are permitted).
- Completed Housing Habitability Standards Self-Certification and U.S. Department of Housing and Urban Development's (HUD) Office of Public and Indian Housing's Inspection Form verifying that dwelling will meet HUD habitability standards outlined in the Inspection Form upon completion of the project.

I (we) have reviewed the attached Sherman County Housing Rehabilitation Grant program description listed on pages 2 and 3 and understand that disbursement of grant funds is subject to the terms and conditions listed therein. I (we) certify that I am (we are) authorized to make improvements to the subject property.

Property Owner Signature(s)

Date

For more information, contact Jacque Schei, jacque@mcedd.org, 541-296-2266 x 1006.

Sherman County Housing Rehabilitation Grant Program Description

This program is sponsored by Sherman County. Sherman County invites applications from owners with property located in Sherman County; hereafter "Applicant". Funding is not guaranteed, and awards will be limited by availability of funds budgeted by Sherman County. The program may be amended to meet community needs.

Purpose: Offer property owners grant opportunities to rehabilitate rental units or newly purchased homes by improving or fixing aging or broken structures in order to increase the amount of habitable housing in Sherman County. Grant awards may be up to 20% of the Eligible Project Budget, not to exceed \$20,000.

Eligible Projects: Projects that improve the habitability of a dwelling, such as fixing or improving aging structures, removing lead-based paint and/or repainting peeling surfaces, replacing broken or energy consuming appliances. At a minimum, the dwelling must meet HUD habitability inspection standards after the project is complete.

Projects may include, but are not limited to, improvements to:

- building structures, including roofing and insulation
- HVAC systems
- Plumbing
- Electrical systems
- Flooring
- Interior and exterior finishing

The need for improvements must be documented either with photos showing the deteriorated condition (i.e., peeling paint) or in the home inspection report.

If the project involves improvements to a manufactured dwelling, additional stipulations apply.

- a. The dwelling must be at least a double-wide on a permanent foundation and be less than 20 years old at the time of application.
- b. Improvements cannot cost more than half the assessed value of the dwelling.
- c. Owner must have a single "real property title".

Eligible Project Budget: Eligible project budget items may consist of improvement construction costs incurred after application to the program, including:

- a. costs incurred by a licensed contractor.
- b. costs necessary to purchase local and/or state permits for the described rehabilitation.
- c. cost of materials purchased by the Applicant.

NOTE: Labor hours for work completed by Applicant is not an eligible expense under this program.

Terms and Conditions: Grants shall be awarded based on the availability of funds and according to the following terms and conditions:

- a. Project must be within Sherman County.
- b. Project must be a non-owner-occupied dwelling and cannot be a second home.
- c. Applicants must submit a complete application to program staff prior to beginning work. Applicants purchasing a home have up to 30 days after they close on the purchase of the home to submit a complete application to program staff. If the home will be occupied as the applicant's primary residence, applicants cannot move into the home before submitting a complete application in order for the project to remain eligible for the program.
- d. Applicants will be responsible for obtaining bids for their project from qualified, licensed contractors, if necessary, and include this documentation as part of the proposed budget.
- e. Applicants shall self-certify that the dwelling will meet minimum HUD habitability standards when complete.

- f. The cost of the project will be determined through Sherman County Court's evaluation of eligible costs included in the Applicant's project budget that may include estimates for contracted labor, permitting, and materials.
- g. Grants may be up to 20% of the Eligible Project Budget, not to exceed \$20,000. Applicants will be responsible for any costs over the approved grant award amount.
- h. Applicants may apply to multiple grant programs for the same property/dwelling unit, but the maximum combined grant award shall not exceed \$30,000 for one property/dwelling unit.
- i. Applicant shall obtain all necessary required development permits including, but not limited to: planning, building, electrical, plumbing, and mechanical permits.
- j. Projects shall be completed within one year from the date that Sherman County Court issues their approval of the grant application. Project extensions may be granted from time to time by the County Court or program staff.
- k. Applicant shall record a Notice of Completion with the Sherman County Clerk when the project is complete and post the Notice of Completion at the property.
- l. Grant funds shall be paid on a reimbursement basis once the project is complete. Documentation verifying that terms and conditions have been met must be provided to program staff before the County will issue funds. This includes, but is not limited to the following:
 - o All invoices for work completed, permit fees, disposal fees and proof of payment (canceled checks, bank statements, receipt from contractor noting the invoice was paid).
 - o Copy of approved permits, if applicable
 - o Construction lien waivers for all products and services in which a subcontractor is used (typically hired by a general contractor).
 - o After photos showing improvements that were completed
 - o Copy of recorded the Notice of Completion and a photo of the Notice of Completion posted at the property.
- m. If the completed project does not meet the conditions of the grant agreement, all grant funds paid by Sherman County shall be repaid in full. Failure to repay these funds within 90 days may result in a lien and foreclosure on the subject property.
- n. Should it become necessary to initiate legal proceedings to enforce the terms of this agreement, the County, in addition to any other award, shall be entitled to its reasonable attorney fees and costs.

Application Review Process:

- a. The Sherman County Court shall review complete grant applications, determine whether the project meets eligibility requirements, approve a budget (if applicable), and make a decision regarding approval of the application.
- b. Applications that are approved will be conditional upon meeting all terms and conditions of the program and submitting all required documentation at the end of the project.
- c. The Sherman County Court shall be assisted by Mid-Columbia Economic Development District (Program Staff) in administration of this program. Program staff shall:
 - i. Prepare and revise, when necessary, the grant application that gathers the information needed to review proposals under this program.
 - ii. Answer general questions from applicants and inform grant applicants of the Terms and Conditions of grant programs.
 - iii. Review submitted applications to ensure they are complete and request additional information from the applicant as necessary.
 - iv. Resolve questions and issues that arise after an application is conditionally approved or after grant payment.
 - v. Collect final documentation from Applicant once project is complete and submit to Sherman County for approval and payment.



Sherman County
Housing Rehabilitation Grant Program
Housing Habitability Standards Self Certification

Instructions

Please fill out the U.S. Department of Housing and Urban Development's Office of Public and Indian Housing's (HUD) Inspection Form attached. The completed form is intended to inform the applicant and the Housing Review Committee as to the habitability of the housing unit being rehabilitated with the Sherman County Housing Rehabilitation Grant Program. If there are deficiencies identified through completing this form, the applicant must include addressing them in their proposed grant projects.

Self-completion of this form does not confirm the property meets housing quality standards for the Section 8 rental assistance program nor does it qualify your property for inclusion in the rental assistance program. The form will only be used as part of the grant approval process for the Sherman County Housing Rehabilitation Grant Program to determine if the home meets habitability standards.

Please ignore all references to the Housing Choice Voucher program. You do not need to fill out page one.

Certification

I certify that I have completed the U.S. Department of Housing and Urban Development's Office of Public and Indian Housing's Inspection Checklist accurately and once the projects described in my Sherman County Housing Rehabilitation Grant Application dated _____
(*application date*) are complete, the property _____
(*property address*) will meet the housing habitability standards outlined by HUD in the Inspection Form.

Applicant Name: _____

Date: _____

Applicant Signature: _____

NOTE: By accepting this certification, Sherman County does not certify that this unit meets HUD Habitability standards as they pertain to housing vouchers or livability of the home. Sherman County is not liable for any damages or injury incurred during use of the property.

Inspection Form

Housing Choice Voucher Program

**U.S. Department of Housing
and Urban Development**
Office of Public and Indian Housing

OMB Approval No. 2577-0169
(exp. 9/30/2012)

Public reporting burden for this collection of information is estimated to average 0.25 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Privacy Act Statement. The Department of Housing and Urban Development (HUD) is authorized to collect the information required on this form by Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). Collection of the name and address of both the family and the owner is mandatory. The information is used to determine if a unit meets the housing quality standards of the section 8 rental assistance program. HUD may disclose this information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as permitted or required by law. Failure to provide any of the information may result in delay or rejection of family participation.

Assurances of confidentiality are not provided under this collection.

This collection of information is authorized under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). The information is used to determine if a unit meets the housing quality standards of the section 8 rental assistance program.

The information is used to determine if

PHA		Tenant ID Number	Date of Request (mm/dd/yyyy)
Inspector		Date Last Inspection (mm/dd/yyyy)	Date of Inspection (mm/dd/yyyy)
Neighborhood/Census Tract	Type of Inspection <input type="checkbox"/> Initial <input type="checkbox"/> Special <input type="checkbox"/> Reinspection		Project Number

A. General Information

Street Address of Inspected Unit

City	County	State	Zip
Name of Family		Current Telephone of Family	
Current Street Address of Family			
City	County	State	Zip
Number of Children in Family Under 6			
Name of Owner or Agent Authorized to Lease Unit Inspected		Telephone of Owner or Agent	
Address of Owner or Agent			

- Housing Type (check as appropriate)
- Single Family Detached
 - Duplex or Two Family Row
 - House or Town House
 - Low Rise: 3,4 Stories, Including Garden Apartment
 - High Rise; 5 or More Stories
 - Manufactured Home
 - Congregate
 - Cooperative
 - Independent Group Residence
 - Single Room Occupancy
 - Shared Housing
 - Other:(Specify)

B. Summary Decision on the Unit

(to be completed after the form has been filled in)

Housing Quality Standard Pass or Fail

1. **Fail** If there are any checks under the column headed "Fail" the unit fails the minimum housing quality standards. Discuss with the owner the repairs noted that would be necessary to bring the unit up to the standard.

2. **Inconclusive** If there are no checks under the column headed "Fail" and there are checks under the column headed "Inconclusive," obtain additional information necessary for a decision (question owner or tenant as indicated in the item instructions given in this checklist). Once additional information is obtained, change the rating for the item and record the date of verification at the far right of the form.

3. **Pass** If neither (1) nor (2) above is checked, the unit passes the minimum housing quality standards. Any additional conditions described in the right hand column of the form should serve to (a) establish the precondition of the unit, (b) indicate possible additional areas to negotiate with the owner, (c) aid in assessing the reasonableness of the rent of the unit, and (d) aid the tenant in deciding among possible units to be rented. The tenant is responsible for deciding whether he or she finds these conditions acceptable.

Unit Size: Count the number of bedrooms for purposes of the FMR or Payment Standard. Record in the box provided.

Year Constructed: Enter from Line 5 of the Request for Tenancy Approval form. Record in the box provided.

Number of Sleeping Rooms: Count the number of rooms which could be used for sleeping, as identified on the checklist. Record in the box provided.

C. How to Fill Out This Checklist

Complete the checklist on the unit to be occupied (or currently occupied) by the tenant. Proceed through the inspection as follows:

Area	Checklist Category
room by room	1. Living Room 2. Kitchen 3. Bathroom 4. All Other Rooms Used for Living 5. All Secondary Rooms Not Used for Living
basement or utility room	6. Heating & Plumbing
outside	7. Building Exterior
overall	8. General Health & Safety

Each part of the checklist will be accompanied by an explanation of the item to be inspected.

Important: For each item numbered on the checklist, **check one box only** (e.g., check one box only for item 1.4 "Security" in the Living Room.)

In the space to the right of the description of the item, if the decision on the item is: "Fail" write what repairs are necessary; If "Inconclusive" write in details.

Also, if "Pass" but there are some conditions present that need to be brought to the attention of the owner or the tenant, write these in the space to the right.

If it is an annual inspection, record to the right of the form any repairs made since the last inspection. If possible, record reason for repair (e.g., ordinary maintenance, tenant damage).

If it is a complaint inspection, fill out only those checklist items for which complaint is lodged. Determine, if possible, tenant or owner cause.

Once the checklist has been completed, return to Part B (Summary Decision on the Unit).

Previous editions are obsolete

1. Living Room

1.1 Living Room Present

Note: If the unit is an efficiency apartment, consider the living room present.

1.2 Electricity

In order to qualify, the outlets must be present and properly installed in the baseboard, wall or floor of the room. Do not count a single duplex receptacle as two outlets, i.e., there must be **two** of these in the room, or **one** of these **plus a permanently installed ceiling or wall light fixture**.

Both the outlets and/or the light must be working. Usually, a room will have sufficient lights or electrical appliances plugged into outlets to determine workability. Be sure light fixture does not fail just because the bulb is burned out.

Do not count any of the following items or fixtures as outlets/fixtures: Table or floor lamps (these are **not** permanent light fixtures); ceiling lamps plugged into socket; extension cords.

If the electric service to the unit has been temporarily turned off check "Inconclusive." Contact owner or manager after inspection to verify that electricity functions properly when service is turned on. Record this information on the checklist.

1.3 Electrical Hazards

Examples of what this means: broken wiring; non-insulated wiring; frayed wiring; improper types of wiring, connections or insulation; wires lying in or located near standing water or other unsafe places; light fixture hanging from electric wiring without other firm support or fixture; missing cover plates on switches or outlets; badly cracked outlets; exposed fuse box connections; overloaded circuits evidenced by frequently "blown" fuses (ask the tenant).

Check "Inconclusive" if you are uncertain about severity of the problem and seek expert advice.

1.4 Security

"Accessible to outside" means: doors open to the outside or to a common public hall; windows accessible from the outside (e.g. basement and first floor); windows or doors leading onto a fire escape, porch or other outside place that can be reached from the ground.

"Lockable" means: the window or door has a properly working lock, or is nailed shut, or the window is not designed to be opened. A storm window lock that is working properly is acceptable. 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.

1.5 Window Condition

Rate the windows in the room (including windows in doors).

"Severe deterioration" means that the window no longer has the capacity to keep out the wind and the rain or is a cutting hazard. Examples are: missing or broken-out panes; dangerously loose cracked panes; windows that will not close; windows that, when closed, do not form a reasonably tight seal.

If more than one window in the room is in this condition, give details in the space provided on the right of the form.

If there is only "moderate deterioration" of the windows the item should "Pass." "Moderate deterioration" means windows which are reasonably weather-tight, but show evidence of some aging, abuse, or lack of repair. Signs of deterioration are: minor crack in window pane; splintered sill; signs of some minor rotting in the window frame or the window itself; window panes loose because of missing window putty. Also for deteriorated and peeling paint see 1.9. If more than one window is in this condition, give details in the space provided on the right of the form.

1.6 Ceiling Condition

“Unsound or hazardous” means the presence of such serious defects that either a potential exists for structural collapse or that large cracks or holes allow significant drafts to enter the unit. The condition includes: severe bulging or buckling; large holes; missing parts; falling or in danger of falling loose surface materials (other than paper or paint).

Pass ceilings that are basically sound but have some nonhazardous defects, including: small holes or cracks; missing or broken ceiling tiles; water stains; soiled surfaces; unpainted surfaces; peeling paint (for peeling paint see item 1.9).

1.7 Wall Condition

“Unsound or hazardous” includes: serious defects such that the structural safety of the building is threatened, such as severe buckling, bulging or leaning; damaged or loose structural members; large holes; air infiltration.

Pass walls that are basically sound but have some nonhazardous defects, including: small or shallow holes; cracks; loose or missing parts; unpainted surfaces; peeling paint (for peeling paint see item 1.9).

1.8 Floor Condition

“Unsound or hazardous” means the presence of such serious defects that a potential exists for structural collapse or other threats to safety (e.g., stripping) or large cracks or holes allow substantial drafts from below the floor. The condition includes: severe buckling or major movements under walking stress; damaged or missing parts.

Pass floors that are basically sound but have some nonhazardous defects, including: heavily worn or damaged floor surface (for example, scratches or gouges in surface, missing portions of tile or linoleum, previous water damage). If there is a floor covering, also note the condition, especially if badly worn or soiled. If there is a floor covering, including paint or sealant, also note the conditions, specially if badly worn, soiled or peeling (for peeling paint, see 1.9).

1.9 Lead-Based Paint

Housing Choice Voucher Units If the unit was built January 1, 1978, or after, no child under age six will occupy or currently occupies it, is a 0-BR, elderly or handicapped unit with no children under age six on the lease or expected, has been certified lead-based paint free by a certified lead-based paint inspector (no lead-based paint present or no lead-based paint present after removal of lead-based paint.), check NA and do not inspect painted surfaces.

This requirement applies to all painted surfaces (building components) within the unit. (Do not include tenant belongings). Surfaces to receive a visual assessment for deteriorated paint include walls, floors, ceilings, built in cabinets (sink bases), baseboards, doors, door frames, windows systems including mullions, sills, or frames and any other painted building component within the unit. Deteriorated paint includes any painted surface that is peeling, chipping, chalking, cracking, damaged or otherwise separated from the substrate.

All deteriorated paint surfaces **more than 2 sq. ft. in any one interior room or space, or more than 10% of the total surface area of an interior type of component with a small surface area (i.e., window sills, baseboards, and trim)** must be stabilized (corrected) in accordance with all safe work practice requirements and clearance is required. **If the deteriorated painted surface is less than 2 sq. ft. or less than 10% of the component, only stabilization is required. Clearance testing is not required.** Stabilization means removal of deteriorated paint, repair of the substrate, and application of a new protective coating or paint. Lead-Based Paint Owner Certification is required following stabilization activities, except for *de minimis level* repairs.

1. Living Room

For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
1.1 Living Room Present	Is there a living room?	<input type="checkbox"/>	<input type="checkbox"/>			
1.2 Electricity	Are there at least two working outlets or one working outlet and one working light fixture?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
1.3 Electrical Hazards	Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
1.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
1.5 Window Condition	Is there at least one window, and are all windows free of signs of severe deterioration or missing or broken out panes?	<input type="checkbox"/>	<input type="checkbox"/>			
1.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
1.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
1.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
1.9 Lead-Based Paint	Are all painted surfaces free of deteriorated paint?	<input type="checkbox"/>	<input type="checkbox"/>			
	If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Not Applicable	

Additional Comments: (Give Item Number)

Comments continued on a separate page Yes No

2. Kitchen

2.1 Kitchen Area Present

Note: A kitchen is an area used for preparation of meals. It may be either a separate room or an area of a larger room (for example, a kitchen area in an efficiency apartment).

2.2 - 2.9 Explanation for these items is the same as that provided for "Living Room" with the following modifications:

2.2 Electricity

Note: The requirement is that at least one outlet and one permanent light fixture are present and working.

2.5 Window Condition

Note: The absence of a window does not fail this item in the kitchen. If there is no window, check "Pass."

2.10 Stove or Range with Oven

Both an oven and a stove (or range) with top burners must be present and working. If either is missing and you know that the owner is responsible for supplying these appliances, check "Fail." Put check in "Inconclusive" column if the tenant is responsible for supplying the appliances and he or she has not yet moved in. Contact tenant or prospective tenant to gain verification that facility will be supplied and is in working condition. Hot plates are not acceptable substitutes for these facilities.

An oven is not working if it will not heat up. To be working a stove or range must have all burners working and knobs to turn them off and on. Under "working condition," also look for hazardous gas hook-ups evidenced by strong gas smells; these should fail. (Be sure that this condition is not confused with an unlit pilot light -a condition that should be noted, but does not fail.)

If both an oven and a stove or range are present, but the gas or electricity are turned off, check "Inconclusive." Contact owner or manager to get verification that facility works when gas is turned on. If both an oven and a stove or range are present and working, but defects exist, check "Pass" and note these to the right of the form. Possible defects are marked, dented, or scratched surfaces; cracked burner ring; limited size relative to family needs.

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 ovens and stoves (or ranges) to both subsidized and unsubsidized tenants in the building or premises.

2.11 Refrigerator

If no refrigerator is present, use the same criteria for marking either "Fail" or "Inconclusive" as were used for the oven and stove or range.

A refrigerator is not working if it will not maintain a temperature low enough to keep food from spoiling over a reasonable period of time. If the electricity is turned off, mark "Inconclusive." Contact owner (or tenant if unit is occupied) to get verification of working condition.

If the refrigerator is present and working but defects exist, note these to the right of the form. Possible minor defects include: broken or missing interior shelving; dented or scratched interior or exterior surfaces; minor deterioration of door seal; loose door handle.

2.12 Sink

If a permanently attached kitchen sink is not present in the kitchen or kitchen area, mark "Fail." A sink in a bathroom or a portable basin will not satisfy this requirement. A sink is not working unless it has running hot and cold water from the faucets and a properly connected and properly working drain (with a "gas trap"). In a vacant apartment, the hot water may have been turned off and there will be no hot water. Mark this "Inconclusive." Check with owner or manager to verify that hot water is available when service is turned on.

If a working sink has defects, note this to the right of the item. Possible minor defects include: dripping faucet; marked, dented, or scratched surface; slow drain; missing or broken drain stopper.

2.13 Space for Storage, Preparation, and Serving of Food

Some space must be available for the storage, preparation, and serving of food. If there is no built-in space for food storage and preparation, a table used for food preparation and a portable storage cabinet will satisfy the requirement. If there is no built-in space, and no room for a table and portable cabinet, check "Inconclusive" and discuss with the tenant. The tenant makes the final determination as to whether or not this space is acceptable.

If there are some minor defects, check "Pass" and make notes to the right. Possible defects include: marked, dented, or scratched surfaces; broken shelving or cabinet doors; broken drawers or cabinet hardware; limited size relative to family needs.

2. Kitchen

For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
2.1 Kitchen Area Present	Is there a kitchen?	<input type="checkbox"/>	<input type="checkbox"/>			
2.2 Electricity	Are there at least one working outlet and one working, permanently installed light fixture?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.3 Electrical Hazards	Is the kitchen free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
2.5 Window Condition	Are all windows free of signs of deterioration or missing or broken out panes?	<input type="checkbox"/>	<input type="checkbox"/>			
2.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
2.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
2.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
2.9 Lead-Based Paint	Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or less than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable	
2.10 Stove or Range with Oven	Is there a working oven, and a stove (or range) with top burners that work? If no oven and stove (or range) are present, is there a microwave oven and, if microwave is owner-supplied, do other tenants have microwaves instead of an oven and stove (or range)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.11 Refrigerator	Is there a refrigerator that works and maintains a temperature low enough so that food does not spoil over a reasonable period of time?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.12 Sink	Is there a kitchen sink that works with hot and cold running water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
2.13 Space for Storage, Preparation, and Serving of Food	Is there space to store, prepare, and serve food?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes No

3. Bathroom

3.1 Bathroom Present

Most units have easily identifiable bathrooms (i.e., a separate room with toilet, washbasin and tub or shower). In some cases, however, you will encounter units with scattered bathroom facilities (i.e., toilet, washbasin and tub or shower located in separate parts of the unit). At a minimum, there must be an enclosure around the toilet. In this case, count the enclosure around the toilet as the bathroom and proceed with 3.2-3.9 below, with respect to this enclosure. If there is more than one bathroom that is normally used, rate the one that is in best condition for Part 3. If there is a second bathroom that is also used, complete Part 4 of the checklist for this room. (See Inspection Manual for additional notes on rating the second bathroom.)

3.2 - 3.9 Explanation for these items is the same as that provided for "Living Room" with the following modifications:

3.2 Electricity

Note: The requirement is that at least one permanent light fixture is present and working

3.3 Electrical Hazards

Note: In addition to the previously mentioned hazards, outlets that are located where water might splash or collect are considered an electrical hazard.

3.5 Window Condition

Note: The absence of a window does not fail this item in the bathroom (see item 3.13, Ventilation, for relevance of window with respect to ventilation). If there is no window, but a working vent system is present, check "Pass."

3.7 Wall Condition

Note: Include under nonhazardous defects (that would pass, but should be noted) the following: broken or loose tile; deteriorated grouting at tub/wall and tub/floor joints, or tiled surfaces; water stains.

3.8 Floor Condition

Note: Include under nonhazardous defects (that would pass, but should be noted) the following: missing floor tiles; water stains.

3.10 Flush Toilet in Enclosed Room in Unit

The toilet must be contained within the unit, be in proper operating condition, and be available for the exclusive use of the occupants of the unit (i.e., outhouses or facilities shared by occupants of other units are not acceptable). It must allow for privacy.

Not working means: the toilet is not connected to a water supply; it is not connected to a sewer drain; it is clogged; it does not have a trap; the connections, vents or traps are faulty to the extent that severe leakage of water or escape of gases occurs; the flushing mechanism does not function properly. If the water to the unit has been turned off, check "Inconclusive." Obtain verification from owner or manager that facility works properly when water is turned on.

Comment to the right of the form if the toilet is "present, exclusive, and working," but has the following types of defects: constant running; chipped or broken porcelain; slow draining.

If drain blockage is more serious and occurs further in the sewer line, causing backup, check item 7.6, "Fail," under the plumbing and heating part of the checklist. A sign of serious sewer blockage is the presence of numerous backed-up drains.

3.11 Fixed Wash Basin or Lavatory in Unit

The wash basin must be permanently installed (i.e., a portable wash basin does not satisfy the requirement). Also, a kitchen sink used to pass the requirements under Part 2 of the checklist (kitchen facilities) cannot also serve as the bathroom wash basin. The wash basin may be located separate from the other bathroom facilities (e.g., in a hallway).

Not working means: the wash basin is not connected to a system that will deliver hot and cold running water; it is not connected to a properly operating drain; the connectors (or vents or traps) are faulty to the extent that severe leakage of water or escape of sewer gases occurs. If the water to the unit or the hot water unit has been turned off, check "Inconclusive." Obtain verification from owner or manager that the system is in working condition.

Comment to the right of the form if the wash basin is "present and working," but has the following types of minor defects: insufficient water pressure; dripping faucets; minor leaks; cracked or chipped porcelain; slow drain (see discussion above under 3.10).

3.12 Tub or Shower in Unit

Not present means that neither a tub nor shower is present in the unit. Again, these facilities need not be in the same room with the rest of the bathroom facilities. They must, however, be private.

Not working covers the same requirements detailed above for wash basin (3.11).

Comment to the right of the form if the tub or shower is present and working, but has the following types of defects: dripping faucet; minor leaks; cracked porcelain; slow drain (see discussion under 3.10); absent or broken support rod for shower curtain.

3.13 Ventilation

Working vent systems include: ventilation shafts (non-mechanical vents) and electric fans. Electric vent fans must function when switch is turned on. (Make sure that any malfunctions are not due to the fan not being plugged in.) If electric current to the unit has not been turned on (and there is no operable window), check "Inconclusive." Obtain verification from owner or manager that system works. Note: exhaust vents must be vented to the outside, attic, or crawlspace.

3. Bathroom

For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
3.1 Bathroom Present (See description)	Is there a bathroom?	<input type="checkbox"/>	<input type="checkbox"/>			
3.2 Electricity	Is there at least one permanently installed light fixture?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.3 Electrical Hazards	Is the bathroom free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
3.5 Window Condition	Are all windows free of signs of deterioration or missing or broken out panes?	<input type="checkbox"/>	<input type="checkbox"/>			
3.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
3.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
3.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
3.9 Lead-Based Paint	Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable	
3.10 Flush Toilet in Enclosed Room in Unit	Is there a working toilet in the unit for the exclusive private use of the tenant?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.11 Fixed Wash Basin or Lavatory in Unit	Is there a working, permanently installed wash basin with hot and cold running water in the unit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.12 Tub or Shower	Is there a working tub or shower with hot and cold running water in the unit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
3.13 Ventilation	Are there operable windows or a working vent system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes No

4. Other Room Used for Living and Halls

Complete an "Other Room" checklist for as many "other rooms used for living" as are present in the unit and not already noted in Parts 1, 2, and 3 of the checklist. See the discussion below for definition of "used for living." Also complete an "Other Room" checklist for all entrance halls, corridors, and staircases that are located within the unit and are part of the area used for living. If a hall, entry and/or stairway are contiguous, rate them as a whole (i.e., as part of one space).

Additional forms for rating "Other Rooms" are provided in the check-list.

Definition of "used for living." Rooms "used for living" are areas of the unit that are walked through or lived in on a regular basis. Do not include rooms or other areas that have been permanently, or near permanently, closed off or areas that are infrequently entered. For example, do not include a utility room, attached shed, attached closed-in porch, basement, or garage if they are closed off from the main living area or are infrequently entered. Do include any of these areas if they are frequently used (e.g., a finished basement/play-room, a closed-in porch that is used as a bedroom during summer months). Occasional use of a washer or dryer in an otherwise unused room does not constitute regular use.

If the unit is vacant and you do not know the eventual use of a particular room, complete an "Other Room" checklist if there is any chance that the room will be used on a regular basis. If there is no chance that the room will be used on a regular basis, do not include it (e.g., an unfinished basement) since it will be checked under Part 5, All Secondary Rooms (Rooms not used for living).

4.1 Room Code and Room Location

Enter the appropriate room code given below:

Room Codes:

- 1 = Bedroom or any other room used for sleeping (regardless of type of room)
- 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 (also check presence of sink trap and clogged toilet)
- 6 = Other

Room Location: Write on the line provided the location of the room with respect to the unit's width, length and floor level as if you were standing outside the unit facing the entrance to the unit:

right/left/center: record whether the room is situated to the right, left, or center of the unit.

front/rear/center: record whether the room is situated to the back, front or center of the unit.

floor level: identify the floor level on which the room is located.

If the unit is vacant, you may have some difficulty predicting the eventual use of a room. Before giving any room a code of 1 (bedroom), the room must meet all of the requirements for a "room used for sleeping" (see items 4.2 and 4.5).

4.2 - 4.9 Explanations of these items are the same as those provided for "Living Room" with the following modifications:

4.2 Electricity/Illumination

If the room code is not a "1," the room must have a means of natural or artificial illumination such as a permanent light fixture, wall outlet present, or light from a window in the room or near the room. If any required item is missing, check "Fail." If the electricity is turned off, check "Inconclusive."

4.5 Window Condition

Any room used for sleeping must have at least one window. If the windows in sleeping rooms are designed to be opened, at least one window must be operable. The minimum standards do not require a window in "other rooms." Therefore, if there is no window in another room not used for sleeping, check "Pass," and note "no window" in the area for comments.

4.6 Smoke Detectors

At least one battery-operated or hard-wired smoke detector must be present and working on each level of the unit, including the basement, but not the crawl spaces and unfinished attic.

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).

If the unit was under HAP contract prior to April 24, 1993, owners who installed battery-operated or hard-wired smoke detectors 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). In this case, check "Pass" and note under comments.

Additional Notes

For staircases, the adequacy of light and condition of the stair rails and railings is covered under Part 8 of the checklist (General Health and Safety)

4. Other Rooms Used for Living and Halls For each numbered item, check one box only.

4.1 Room Location

_____ right/left/center: the room is situated to the right, left, or center of the unit.
 _____ front/rear/center: the room is situated to the back, front or center of the unit.
 _____ floor level: the floor level on which the room is located.

Room Code

- 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room)
- 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 (also check presence of sink trap and clogged toilet)
- 6 = Other:

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
4.2	Electricity/Illumination If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If Room Code is not a 1, is there a means of illumination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.3	Electrical Hazards Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.4	Security Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
4.5	Window Condition If Room Code is a 1, is there at least one window? And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	<input type="checkbox"/>	<input type="checkbox"/>			
4.6	Ceiling Condition Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.7	Wall Condition Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.8	Floor Condition Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.9	Lead-Based Paint Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Not Applicable	
4.10	Smoke Detectors Is there a working smoke detector on each level? Do the smoke detectors meet the requirements of NFPA 74? In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes No

4. Supplemental for Other Rooms Used for Living and Halls

For each numbered item, check one box only.

4.1 Room Location

_____ right/left/center: the room is situated to the right, left, or center of the unit.
 _____ front/rear/center: the room is situated to the back, front or center of the unit.
 _____ floor level: the floor level on which the room is located.

Room Code

- 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room)
- 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 (also check presence of sink trap and clogged toilet)
- 6 = Other:

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
4.2 Electricity/Illumination	If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If Room Code is not a 1, is there a means of illumination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.3 Electrical Hazards	Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
4.5 Window Condition	If Room Code is a 1, is there at least one window? And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.9 Lead-Based Paint	Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable	
4.10 Smoke Detectors	Is there a working smoke detector on each level? Do the smoke detectors meet the requirements of NFPA 74? In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes No

4. Supplemental for Other Rooms Used for Living and Halls

For each numbered item, check one box only.

4.1 Room Location

- _____ right/left/center: the room is situated to the right, left, or center of the unit.
- _____ front/rear/center: the room is situated to the back, front or center of the unit.
- _____ floor level: the floor level on which the room is located.

Room Code

- 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room)
- 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 (also check presence of sink trap and clogged toilet)
- 6 = Other:

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
4.2 Electricity/Illumination	If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If Room Code is not a 1, is there a means of illumination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.3 Electrical Hazards	Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
4.5 Window Condition	If Room Code is a 1, is there at least one window? And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.9 Lead-Based Paint	Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable	
4.10 Smoke Detectors	Is there a working smoke detector on each level? Do the smoke detectors meet the requirements of NFPA 74? In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes No

4. Supplemental for Other Rooms Used for Living and Halls

For each numbered item, check one box only.

4.1 Room Location

_____ right/left/center: the room is situated to the right, left, or center of the unit.
 _____ front/rear/center: the room is situated to the back, front or center of the unit.
 _____ floor level: the floor level on which the room is located.

Room Code

- 1 = Bedroom or Any Other Room Used for Sleeping (regardless of type of room)
- 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 (also check presence of sink trap and clogged toilet)
- 6 = Other:

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
4.2 Electricity/Illumination	If Room Code is a 1, are there at least two working outlets or one working outlet and one working, permanently installed light fixture? If Room Code is not a 1, is there a means of illumination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.3 Electrical Hazards	Is the room free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.4 Security	Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
4.5 Window Condition	If Room Code is a 1, is there at least one window? And, regardless of Room Code, are all windows free of signs of severe deterioration or missing or broken-out panes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
4.6 Ceiling Condition	Is the ceiling sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.7 Wall Condition	Are the walls sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.8 Floor Condition	Is the floor sound and free from hazardous defects?	<input type="checkbox"/>	<input type="checkbox"/>			
4.9 Lead-Based Paint	Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed two square feet and/or more than 10% of a component?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable	
4.10 Smoke Detectors	Is there a working smoke detector on each level? Do the smoke detectors meet the requirements of NFPA 74? In units occupied by the hearing impaired, is there an alarm system connected to the smoke detector?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes No

5. All Secondary Rooms (Rooms not used for living)

5. Secondary Rooms (Rooms not used for living)

If any room in the unit did not meet the requirements for "other room used for living" in Part 4, it is to be considered a "secondary room (not used for living)." Rate all of these rooms together (i.e., a single Part 5 checklist for all secondary rooms in the unit).

Inspection is required of the following two items since hazardous defects under these items could jeopardize the rest of the unit, even if present in rooms not used for living: 5.2 Security, 5.3 Electrical Hazards. Also, be observant of any other potentially hazardous features in these rooms and record under 5.4

5.1 None

If there are no "Secondary Rooms (rooms not used for living)," check "None" and go on to Part 6.

5.2 - 5.4 Explanations of these items is the same as those provided for "Living Room"

Additional Note

In recording "other potentially hazardous features," note (in the space provided) the means of access to the room with the hazard and check the box under "Inconclusive." Discuss the hazard with the HA inspection supervisor to determine "Pass" or "Fail." Include defects like: large holes in floor, walls or ceilings; evidence of structural collapse; windows in condition of severe deterioration; and deteriorated paint surfaces.

6. Building Exterior

6.1 Condition of Foundation

"Unsound or hazardous" means foundations with severe structural defects indicating the potential for structural collapse; or foundations that allow significant entry of ground water (for example, evidenced by flooding of basement).

6.2 Condition of Stairs, Rails, and Porches

"Unsound or hazardous" means: stairs, porches, balconies, or decks with severe structural defects; broken, rotting, or missing steps; absence of a handrail when there are extended lengths of steps (generally four or more consecutive steps); absence of or insecure railings around a porch or balcony which is approximately 30 inches or more above the ground.

6.3 Condition of Roof and Gutters

"Unsound and hazardous" means: The roof has serious defects such as serious buckling or sagging, indicating the potential of structural collapse; large holes or other defects that would result in significant air or water infiltration (in most cases severe exterior defects will be reflected in equally serious surface defects within the unit, e.g., buckling, water damage). The gutters, downspouts and soffits (area under eaves) shows serious decay and have allowed the entry of significant air or water into the interior of the structure. Gutters and downspouts are, however, not required to pass. If the roof is not observable and there is no sign of interior water damage, check "Pass."

6.4 Condition of Exterior Surfaces

See definition above for roof, item 6.3.

6.5 Condition of Chimney

The chimney should not be seriously leaning or showing evidence of significant disintegration (i.e., many missing bricks).

6.6 Lead-Based Paint: Exterior Surfaces

Housing Choice Voucher Units If the unit was built January 1, 1978 or after, no child under age six will occupy or currently occupies, is a 0-BR, elderly or handicapped unit with no children under age six on the lease or expected, has been certified lead-based paint free by a certified lead-based paint inspector (no lead-based paint present or no lead-based paint present after removal of lead), check NA and do not inspect painted surfaces. Visual assessment for deteriorated paint applies to all exterior painted surfaces (building components) associated with the assisted unit including windows, window sills, exterior walls, floors, porches, railings, doors, decks, stairs, play areas, garages, fences or other areas if frequented by children under age six. All deteriorated paint surfaces **more than 20 sq. ft. on exterior surfaces** must be stabilized (corrected) in accordance with all safe work practice requirements. **If the painted surface is less than 20 sq. ft., only stabilization is required. Clearance testing is not required.** Stabilization means removal of deteriorated paint, repair of the substrate, and application of a new protective coating or paint. Lead-Based Paint Owner Certification is required following stabilization activities except for *de minimis level* repairs.

6.7 Manufactured Homes: Tie Downs

Manufactured homes must be placed on a site in a stable manner and be free from hazards such as sliding and wind damage. Manufactured homes must be securely anchored by a tie down device which distributes and transfers the loads imposed by the unit to appropriate ground anchors so as to resist wind overturning and sliding, unless a variation has been approved by the HUD Field Office.

5. All Secondary Rooms (Rooms not used for living) For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
5.1	None <input type="checkbox"/> Go to Part 6					
5.2	Security Are all windows and doors that are accessible from the outside lockable?	<input type="checkbox"/>	<input type="checkbox"/>			
5.3	Electrical Hazards Are all these rooms free from electrical hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
5.4	Other Potentially Hazardous Features Are all of these rooms free of any other potentially hazardous features? For each room with an "other potentially hazardous feature," explain the hazard and the means of control of interior access to the room.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
6.0 Building Exterior						
6.1	Condition of Foundation Is the foundation sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.2	Condition of Stairs, Rails, and Porches Are all the exterior stairs, rails, and porches sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.3	Condition of Roof and Gutters Are the roof, gutters, and downspouts sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.4	Condition of Exterior Surfaces Are exterior surfaces sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.5	Condition of Chimney Is the chimney sound and free from hazards?	<input type="checkbox"/>	<input type="checkbox"/>			
6.6	Lead-Based Paint: Exterior Surfaces Are all painted surfaces free of deteriorated paint? If no, does deteriorated surfaces exceed 20 sq. ft. of total exterior surface area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable	
6.7	Manufactured Homes: Tie Downs If the unit is a manufactured home, is it properly placed and tied down? If not a manufactured home, check "Not Applicable."	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable	

Additional Comments: (Give Item Number)(Use an additional page if necessary)

Comments continued on a separate page Yes No

7. Heating and Plumbing

7.1 Adequacy of Heating Equipment

"Adequate heat" means that the heating system is capable of delivering enough heat to assure a healthy environment in the unit (appropriate to the climate). The HA is responsible for defining what constitutes a healthy living environment in the area of the country in which it operates. Local codes (city or state codes) should be instructive in arriving at a reasonable local definition. For example, for heat adequacy, local codes often require that the unit's heating facility be capable of maintaining a given temperature level during a designated time period. Portable electric room heaters or kitchen stoves or ranges with a built-in heat unit are not acceptable as a primary source of heat for units located in areas where climate conditions require regular heating.

"Directly or indirectly to all rooms used for living" means:

"Directly" means that each room used for living has a heat source (e.g., working radiator; working hot air register; baseboard heat)

"Indirectly" means that, if there is no heat source present in the room, heat can enter the room easily from a heated adjacent room (e.g. a dining room may not have a radiator, but would receive heat from the heated living room through a large open archway).

If the heating system in the unit works, but there is some question whether a room without a heat source would receive adequate indirect heat, check "Inconclusive" and verify adequacy from tenant or owner (e.g., unheated bedroom at the end of a long hallway).

How to determine the capability of the heating system: If the unit is occupied, usually the quickest way to determine the capability of the heating system over time is to question the tenant. If the unit is not occupied, or the tenant has not lived in the unit during the months when heat would be needed, check "Inclusive." It will be necessary to question the owner on this point after the inspection has been completed and, if possible, to question other tenants (if it is a multi-unit structure) about the adequacy of heat provided. Under some circumstances, the adequacy of heat can be determined by a simple comparison of the size of the heating system to the area to be heated. For example, a small permanently installed space heater in a living room is probably inadequate for heating anything larger than a relatively small apartment.

7.2 Safety of Heating Equipment

Examples of "unvented fuel burning space heaters" are: portable kerosene units; unvented open flame portable units.

"Other unsafe conditions" include: breakage or damage to heating system such that there is a potential for fire or other threats to safety; improper connection of flues allowing exhaust gases to enter the living area; improper installation of equipment (e.g., proximity of fuel tank to heat source, absence of safety devices); indications of improper use of equipment (e.g., evidence of heavy build-up of soot, creosote, or other substance in the chimney); disintegrating equipment; combustible materials near heat source or flue. See Inspection Manual for a more detailed discussion of the inspection of safety aspects of the heating systems.

If you are unable to gain access to the primary heating system in the unit check "Inconclusive." Contact the owner or manager for verification of safety of the system. If the system has passed a recent local inspection, check "Pass." This applies especially to units in which heat is provided by a large scale, complex central heating system that serves multiple units (e.g., a boiler in the basement of a large apartment building). In most cases, a large scale heating system for a multi-unit building will be subject to periodic safety inspections by a local public agency. Check with the owner or manager to determine the date and outcome of the last such inspection, or look for an inspection certificate posted on the heating system.

7.3 Ventilation and Adequacy of Cooling

If the tenant is present and has occupied the unit during the summer months, inquire about the adequacy of air flow. If the tenant is not present or has not occupied the unit during the summer months, test a sample of windows to see that they open (see Inspection Manual for instruction).

"Working cooling equipment" includes: central (fan) ventilation system; evaporative cooling system; room or central air conditioning.

Check "Inconclusive" if there are no operable windows and it is impossible, or inappropriate, to test whether a cooling system works. Check with other tenants in the building (in a multi-unit structure) and with the owner or manager for verification of the adequacy of ventilation and cooling.

7.4 Water Heater

"Location presents hazard" means that the gas or oil water heater is located in living areas or closets where safety hazards may exist (e.g., water heater located in very cluttered closet with cloth and paper items stacked against it). Gas water heaters in bedrooms or other living areas must have safety dividers or shields.

Water heaters must have a temperature- pressure relief valve and discharge line (directed toward the floor or outside of the living area) as a safeguard against build up of steam if the water heater malfunctions. If not, they are not properly equipped and shall fail.

To pass, gas or oil fired water heaters must be vented into a properly installed chimney or flue leading outside. Electric water heaters do not require venting.

If it is impossible to view the water heater, check "Inconclusive."

Obtain verification of safety of system from owner or manager.

Check "Pass" if the water heater has passed a local inspection. This applies primarily to hot water that is supplied by a large scale complex water heating system that serves multiple units (e.g., water heating system in large apartment building). Check in the same manner described for heating system safety, item 7.2, above.

7.5 Water Supply

If the structure is connected to a city or town water system, check "Pass." If the structure has a private water supply (usually in rural areas) inquire into the nature of the supply (probably from the owner) and whether it is approvable by an appropriate public agency.

General note: If items 7.5, 7.6, or 7.7 are checked "Inconclusive," check with owner or manager for verification of adequacy.

7.6 Plumbing

"Major leaks" means that main water drain and feed pipes (often located in the basement) are seriously leaking. (Leaks present at specific facilities have already been evaluated under the checklist items for "Bathroom" and "Kitchen.")

"Corrosion" (causing serious and persistent levels of rust or contamination in the drinking water) can be determined by observing the color of the drinking water at several taps. Badly corroded pipes will produce noticeably brownish water. If the tenant is currently occupying the unit, he or she should be able to provide information about the persistence of this condition. (Make sure that the "rusty water" is not a temporary condition caused by city or town maintenance of main water lines.) See general note under 7.5.

7.7 Sewer Connection

If the structure is connected to the city or town sewer system, check "Pass." If the structure has its own private disposal system (e.g., septic field), inquire into the nature of the system and determine whether this type of system can meet appropriate health and safety regulations.

The following conditions constitute "evidence of sewer back up": strong sewer gas smell in the basement or outside of unit; numerous clogged or very slow drains; marshy areas outside of unit above septic field. See general note under 7.5.

7. Heating and Plumbing

For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
7.1 Adequacy of Heating Equipment	Is the heating equipment capable of providing adequate heat (either directly or indirectly) to all rooms used for living?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.2 Safety of Heating Equipment	Is the unit free from unvented fuel burning space heaters or any other types of unsafe heating conditions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.3 Ventilation and Adequacy of Cooling	Does the unit have adequate ventilation and cooling by means of openable windows or a working cooling system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.4 Water Heater	Is the water heater located, equipped, and installed in a safe manner?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.5 Water Supply	Is the unit served by an approvable public or private sanitary water supply?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.6 Plumbing	Is plumbing free from major leaks or corrosion that causes serious and persistent levels of rust or contamination of the drinking water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
7.7 Sewer Connection	Is plumbing connected to an approvable public or private disposal system, and is it free from sewer back-up?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

Additional Comments: (Give Item Number)

Comments continued on a separate page Yes No

8. General Health and Safety

8.1 Access to Unit

“Through another unit” means that access to the unit is only possible by means of passage through another dwelling unit.

8.2 Exits

“Acceptable fire exit” means that the building must have an alternative means of exit that meets local or State regulations in case of fire; this could include:

An openable window if the unit is on the first floor or second floor or easily accessible to the ground.

A back door opening on to a porch with a stairway leading to the ground.

Fire escape, fire ladder, or fire stairs.

“Blocked” means that the exit is not useable due to conditions such as debris, storage, door or window nailed shut, broken lock.

Important note: The HA has the final responsibility for deciding whether the type of emergency exit is acceptable, although the tenant should assist in making the decision.

8.3 Evidence of Infestation

“Presence of rats, or severe infestation by mice or vermin” (such as roaches) is evidenced by: rat holes; droppings; rat runs; numerous settings of rat poison. If the unit is occupied, ask the tenant,

8.4 Garbage and Debris

“Heavy accumulation” means large piles of trash and garbage, discarded furniture, and other debris (not temporarily stored awaiting removal) that might harbor rodents. This may occur inside the unit, in common areas, or outside. It usually means a level of accumulation beyond the capacity of an individual to pick up within an hour or two.

8.5 Refuse Disposal

“Adequate covered facilities” includes: trash cans with covers, garbage chutes, “dumpsters” (i.e., large scale refuse boxes with lids); trash bags (if approved by local public agency). “Approvable by local public agency” means that the local Health and Sanitation Department (city, town or county) approves the type of facility in use. Note: During the period when the HA is setting up its inspection program, it will check with the local health and sanitation department to determine which types of facilities are acceptable and include this in the inspection requirements.

If the unit is vacant and there are no adequate covered facilities present, check “Inconclusive.” Contact the owner or manager for verification of facilities provided when the unit is occupied.

8.6 Interior Stairs and Common Halls

“Loose, broken, or missing steps” should fail if they present a serious risk of tripping or falling.

A handrail is required on extended sections of stairs (generally four or more consecutive steps). A railing is required on unprotected heights such as around stairwells.

“Other hazards” would be conditions such as bare electrical wires and tripping hazards.

Housing Choice Voucher Units If the unit was built January 1, 1978, or after, no child under six will occupy or currently occupies it, is a 0-BR, elderly or handicapped unit with no children under six on the lease or expected, has been certified lead-based paint free by a certified lead-based paint inspector (no lead-based paint present or no lead-based paint present after removal of lead-based paint.), check NA and do not inspect painted surfaces.

This requirement applies to all painted surfaces (building components) within the unit. (Do not include tenant belongings).

Surfaces to receive a visual assessment for deteriorated paint include walls, floors, ceilings, built in cabinets (sink bases), baseboards, doors, door frames, windows systems including

mullions, sills, or frames and any other painted building component within the unit. Deteriorated paint includes any painted surface that is peeling, chipping, chalking, cracking, damaged or otherwise separated from the substrate.

All deteriorated paint surfaces **more than 2 sq. ft. in any one interior room or space, or more than 10% of the total surface area of an interior type of component with a small surface area (i.e., window sills, baseboards, and trim)** must be stabilized (corrected) in accordance with all safe work practice requirements and clearance is required. **If the deteriorated painted surface is less than 2 sq. ft. or less than 10% of the component, only stabilization is required. Clearance testing is not required.** Stabilization means removal of deteriorated paint, repair of the substrate, and application of a new protective coating or paint. Lead-Based Paint Owner Certification is required following stabilization activities, except for *de minimis level* repairs.

8.7 Other Interior Hazards

Examples of other hazards might be: a broken bathroom fixture with a sharp edge in a location where it represents a hazard; a protruding nail in a doorway.

8.8 Elevators

Note: At the time the HA is setting up its inspection program, it will determine local licensing practices for elevators. Inspectors should then be aware of these practices in evaluating this item (e.g., check inspection date). If no elevator check “Not Applicable.”

8.9 Interior Air Quality

If the inspector has any questions about whether an existing poor air quality condition should be considered dangerous, he or she should check with the local Health and Safety Department (city, town or county).

8.10 Site and Neighborhood Conditions

Examples of conditions that would “seriously and continuously endanger the health or safety of the residents” are:

- other buildings on, or near the property, that pose serious hazards (e.g., dilapidated shed or garage with potential for structural collapse),
- evidence of flooding or major drainage problems,
- evidence of mud slides or large land settlement or collapse,
- proximity to open sewage,
- unprotected heights (cliffs, quarries, mines, sandpits),
- fire hazards,
- abnormal air pollution or smoke which continues throughout the year and is determined to seriously endanger health, and
- continuous or excessive vibration of vehicular traffic (if the unit is occupied, ask the tenant).

8.11 Lead-Based Paint: Owner Certification

If the owner is required to correct any lead-based paint hazards at the property including deteriorated paint or other hazards identified by a visual assessor, a certified lead-based paint risk assessor, or certified lead-based paint inspector, the PHA must obtain certification that the work has been done in accordance with all applicable requirements of 24 CFR Part 35. The Lead-Based Paint Owner Certification must be received by the PHA before the execution of the HAP contract or within the time period stated by the PHA in the owner HQS violation notice. Receipt of the completed and signed Lead-Based Paint Owner Certification signifies that all HQS lead-based paint requirements have been met and no re-inspection by the HQS inspector is required.

8. General Health and Safety

For each numbered item, check one box only.

Item No.	Description	Decision			If Fail, what repairs are necessary? If Inconclusive, give details. If Pass with comments, give details.	If Fail or Inconclusive, date (mm/dd/yyyy) of final approval
		Yes, Pass	No, Fail	Inconclusive		
8.1 Access to Unit	Can the unit be entered without having to go through another unit?	<input type="checkbox"/>	<input type="checkbox"/>			
8.2 Exits	Is there an acceptable fire exit from this building that is not blocked?	<input type="checkbox"/>	<input type="checkbox"/>			
8.3 Evidence of Infestation	Is the unit free from rats or severe infestation by mice or vermin?	<input type="checkbox"/>	<input type="checkbox"/>			
8.4 Garbage and Debris	Is the unit free from heavy accumulation of garbage or debris inside and outside?	<input type="checkbox"/>	<input type="checkbox"/>			
8.5 Refuse Disposal	Are there adequate covered facilities for temporary storage and disposal of food wastes, and are they approvable by a local agency?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
8.6 Interior Stairs and Common Halls	Are interior stairs and common halls free from hazards to the occupant because of loose, broken, or missing steps on stairways; absent or insecure railings; inadequate lighting; or other hazards?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
8.7 Other Interior Hazards	Is the interior of the unit free from any other hazard not specifically identified previously?	<input type="checkbox"/>	<input type="checkbox"/>			
8.8 Elevators	Where local practice requires, do all elevators have a current inspection certificate? If local practice does not require this, are they working and safe?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Not Applicable	
8.9 Interior Air Quality	Is the unit free from abnormally high levels of air pollution from vehicular exhaust, sewer gas, fuel gas, dust, or other pollutants?	<input type="checkbox"/>	<input type="checkbox"/>			
8.10 Site and Neighborhood Conditions	Are the site and immediate neighborhood free from conditions which would seriously and continuously endanger the health or safety of the residents?	<input type="checkbox"/>	<input type="checkbox"/>			
8.11 Lead-Based Paint: Owner Certification	If the owner of the unit is required to correct any deteriorated paint or lead-based paint hazards at the property, has the Lead-Based Paint Owner's Certification been completed, and received by the PHA? If the owner was not required to correct any deteriorated paint or lead-based paint hazards, check NA.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/> Not Applicable	

Additional Comments: (Give Item Number)

Comments continued on a separate page Yes No

Construction Liens

- Explanation of construction liens
- Notices required
- How consumers can protect themselves
- Contractor responsibilities



Oregon Construction Contractors Board
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Salem, OR 97309-5052
503-378-4621, Fax: 503-373-2007

The purpose of this pamphlet is to inform contractors and consumers about Oregon's construction lien laws. The information in this pamphlet provides general answers to common questions about construction liens.

This pamphlet is divided into four sections: "Explanation of construction liens," "Notices required," "How consumers can protect themselves," and "Contractor responsibilities." Readers are encouraged to review all sections of the pamphlet to more fully understand Oregon's lien laws. This pamphlet should not be considered legal advice and is not a substitute for obtaining the advice of an attorney.

Contractors needing assistance providing notices, filing liens, or obtaining lien priority, should consult an attorney. Some attorneys specialize in construction law and may offer classes or publications relating to liens. To find a construction law attorney, contractors may contact construction industry associations, or the Oregon State Bar Attorney Referral Service at 1-800-452-7636 or www.osbar.org/public.



Explanation of construction liens



What is a construction lien?

Construction liens have been a part of Oregon's law for over 100 years. Under this law, anyone who constructs improvements on property, supplies materials, rents equipment, or provides services for improvements has a right to collect payment from the property if they are not paid. If the general contractor is not paid or does not pay the subcontractors, laborers, material suppliers, or equipment rental companies, those persons may claim a lien against the property.

What is the purpose of the construction lien law?

The purpose of the law is to ensure that people are paid for value that they add to someone's property. A bank can reclaim a car if payments are not made. Work done to real estate, however, is permanent and cannot be reclaimed. The lien laws protect those persons working on the property who do not have a contract directly with the property owner (who contracted only with the general contractor).

For purposes of the lien law, what is the difference between a general contractor and a subcontractor?

Usually, the property owner has a contract with a general, or original, contractor. The general contractor then contracts with subcontractors to provide services such as roofing, drywall, plumbing, electrical, painting, or window installation. The property owner does not usually hire the subcontractors.

Who can claim a lien?

General contractors, subcontractors, employees, material suppliers, and equipment rental companies that do not receive payment can claim liens. Even if the property owner pays the general contractor in full, the subcontractors, employees, material suppliers, and equipment rental companies may not be paid. These persons and companies may then claim a lien against the owner's property.

What are the property owner's responsibilities to a lien holder?

Property owners can be forced to pay the lien holder (the person claiming the lien) or face a potential court order to sell the property for payment.

Property owners can be liable if the general contractor does not pay subcontractors, employees, materials suppliers, and equipment rental companies.

Notices Required



What information or warnings must be given to the property owner by the general contractor?

Any contractor who contracts directly with a residential property owner or sells a new residence directly to the owner must provide an Information Notice to Owner about Construction Liens. Contractors can obtain the form on the CCB website under Contractor's Tools-Notices and Contracts.

What is the purpose of an Information Notice to Owner about Construction Liens?

The Information Notice to Owner about Construction Liens explains Oregon lien law and gives steps that property owners can take to protect themselves. It describes the rights and responsibilities of property owners and general contractors. If a contractor fails to deliver the notice as required under the law, the contractor loses the right to claim a lien against the property.

Who must provide and receive an Information Notice to Owner about Construction Liens?

A contractor who contracts to construct or improve residential property, or who constructs and sells a new residence, must give the owner or buyer the notice. The notice must be given if the construction contract is for more than \$2,000, or if the sale of a new residence occurs within 75 days of the completion of construction. If the property owner who contracts for construction work is a licensed contractor, the notice does not have to be given. Note: "residential property" may include property not occupied by the owner.

What if the contract price is less than \$2,000 but goes over \$2,000 during the job?

If the contract goes over \$2,000 during construction, the Information Notice to Owner about Construction Liens must be mailed or delivered no later than five days after the contractor knows that the contract exceeds \$2,000.

The Information Notice to Owner about Construction Liens explains Oregon lien law and gives steps that property owners can take to protect themselves.

When, and how does the Information Notice to Owner about Construction Liens need to be given?

If there is a requirement for a written contract for construction, the notice must be given on or before the date that the contract is signed. The notice contains signature lines for both the contractor and the property owner. Delivery must be made personally, by registered or certified mail, or by first class mail with a certificate of mailing.

If the general contractor is the builder-owner and sells the residence within 75 days of the completion of construction, the notice must be delivered to the **new** owner. It must be given at the time the builder-owner agrees to sell the property.

Is there other information that owner-builders must provide when they sell a house?

While not a notice requirement, under the 2003 Homebuyer Protection Act, a builder-owner must provide protection for the buyer against lien claims. The CCB provides a form that the builder-owner should complete to show how the builder-owner has complied with the law. The form, Notice of Compliance with the Homebuyer Protection Act (HPA), is available from the CCB at www.oregon.gov/ccb or 503-378-4621.

What information or warnings must be given to the property owner by persons other than general contractors who may claim a lien?

Subcontractors, employees, material suppliers, and equipment rental companies usually must provide a Notice of Right to a Lien to property owners in order to claim a valid lien if they are not paid. The Notice of Right to a Lien is available online at www.oregon.gov/ccb under Contractor Forms.

Subcontractors, employees, material suppliers, and equipment rental companies usually must provide a Notice of Right to a Lien to property owners.



What is the purpose of a Notice of Right to a Lien?

A Notice of Right to a Lien lets the property owner know of the possibility that a lien could be placed on their property by subcontractors, employees, material suppliers, and equipment rental companies who are not paid. A Notice of Right to a Lien gives the property owner the name of the person who ordered the services or materials. It also gives the name of the subcontractor, employee, material, equipment, or service provider and describes the materials, equipment, or services ordered.

Who must provide and receive a Notice of Right to a Lien?

Unless the material, equipment, services, or labor were requested by the property owner, the subcontractors, employees, material suppliers, and equipment rental companies provide a Notice of Right to a Lien to the property owner. If a person provides labor or labor and materials for a commercial improvement, a Notice of Right to a Lien does not need to be given. A "commercial improvement" is a structure or building that is not intended for occupancy as a residence.

When and how does the Notice of Right to a Lien need to be given?

The Notice of Right to a Lien may be given at any time during the construction, but **it should be given within eight working days of the start date of the work or the delivery date of the materials or equipment.** If the notice was delivered to the property owner on day nine, then the subcontractor or materials provider would not be entitled to payment for anything that occurred on the first day of the job. The Notice of Right to a Lien is considered given when it is personally delivered or mailed.

What is the difference between a Notice of **Right to a Lien and a filed lien?**

Sending a Notice of Right to a Lien is not the same as filing a lien claim. The notice protects the right of the person sending the notice to later file the lien. A construction lien should be filed with the recording officer in the county or counties where the construction occurred. A lien holder has 75 days after completing the construction, or ceasing work on the construction, in which to file the lien. Only liens that have been properly filed can be enforced by a lawsuit in court.

Sending a Notice of Right to a Lien is not the same as filing a lien claim.



How consumers can protect themselves



What can I do after receiving an Information Notice to Owner About Construction Liens or a Notice of Right to a Lien?

These notices list several ways to protect yourself from having a lien filed on your property:

- **One way is to issue joint checks.** A check can be written jointly payable to the contractor and to the subcontractor, material supplier, or any other party who gave the property owner a Notice of Right to a Lien. Be aware that many banks will not accept checks made payable to multiple parties unless each party appears at the bank with government-issued identification at the time of deposit.
- **Another way is to use lien waivers or releases.** Before you make any payments to your contractor, ask every person who gave you a Notice of Right to a Lien to provide you with a signed lien waiver or release. Contact an attorney for more information on using lien waivers or releases.

Do I have any additional rights when I receive a Notice of Right to a Lien?

Yes. A property owner who receives a Notice of Right to a Lien may send a letter to the person who delivered the notice demanding:

- a list of materials or equipment, or
- a description of labor or services supplied, or
- a statement of the contractual basis for the material, equipment or labor, including a percentage of the contract completed and the charges incurred.

The person who delivered the notice must respond within 15 days of receiving the letter (not including Saturdays, Sundays, or holidays). Failure to respond does not invalidate the lien, but will result in a loss of any claim for attorney fees or costs in a lawsuit to foreclose the lien.

The Information Notice to Owner About Construction Liens and the Notice of Right to a Lien, list ways for property owners to protect themselves.

Can someone file a lien if they have not provided an Information Notice to Owner About Construction Liens or a Notice of Right to a Lien?

Usually, a lien is not enforceable against your property unless you were given the proper notices. If you are buying a new or partly-built home, you may not receive lien notices because the work was done when the builder-seller still owned the property. It is the builder-seller who would have received the lien notices. In this case, a lien may be claimed against the property even though you did not receive any lien notices. The Homebuyer Protection Act passed in 2003 may provide protection in this type of situation (see next question).

Is there a law that protects new home buyers from liens?

Yes. In 2003, the Oregon legislature enacted a law, called the Homebuyer Protection Act, to protect new home buyers from liens filed related to construction work performed before the sale.

The law applies to the sale of a new single family home (or duplex, triplex, or condominium unit) or to an existing single family home (or duplex, triplex, or condominium unit) that was remodeled at a cost of \$50,000 or more.

To protect the buyer and comply with the law, the builder-seller must complete the Notice of Compliance with the Homebuyer Protection Act (HPA) of 2003 (a form available from the CCB website). Both seller and buyer must sign the form and retain copies for their records. As stated on the form:

The builder-seller must provide protection for the buyer against claims of lien by:

- Purchasing title insurance;
- Retaining at least 25% of the sales price in escrow;
- Obtaining lien waivers or releases;
- Obtaining a bond or letter of credit; or
- Waiting to complete the sale after the deadline for properly filing liens (usually 75 days).

The Homebuyer Protection Act protects new home buyers from liens related to construction performed before the sale.



Who is likely to file a lien against my property?

Liens are usually filed by one of your general contractor's subcontractors, employees, material suppliers, or equipment rental companies, because the general contractor did not pay for the work performed, materials supplied, or equipment rented. Your general contractor may file a lien if you have not paid him or her.

Is having a lien against my property a serious matter?

Yes, if the lien is valid and you do not pay the person filing the lien, you could be legally forced to sell your property to pay the lien holder.

But I already paid my general contractor. Does this mean that I will have to pay twice?

Yes, it could mean exactly that. Even though you paid your general contractor in full, the construction lien law says that you can still be responsible for bills for services, labor, material, and equipment rentals.

What should I do if a lien is filed against my property?

Consult an attorney. Lien laws are complicated and your attorney is your best source of advice.

Can a lien be invalid and, if so, under what circumstances?

It is possible that a filed lien is invalid. The contractor filing the lien may not have been licensed with the CCB when the work was done. The person filing the lien may have failed to provide you with the proper notices, or may not have provided the notices at the required time. These are just a few examples. Again, your attorney is your best source of advice.

If I find that the lien is valid, what do I do?

You may be able to file a complaint against your contractor for liens filed by subcontractors, employees, material suppliers, and equipment rental companies. Contact the CCB at www.oregon.gov/ccb or 503-378-4621 to obtain a form entitled Breach of Contract Complaint Form for Owners and Primary Contractors. Read and follow the instructions carefully. You must give the contractor written notice that you plan to file a complaint with the CCB. When you complete the form, be sure, on item number 4 (Nature of Complaint) to mark the box "Complaint by Owner – Construction Lien Filed." You will send the complaint form and other required documents to the CCB office. If the CCB determines it

If a valid lien is filed against your property, you should contact an attorney and also seek relief through the CCB complaint process.



can process the complaint, it will request that you pay a fee of \$50.

The CCB may be able to help you obtain money from the general contractor to pay all or part of the money owed. If the contractor is unable or unwilling to pay, the CCB may be able to request that the contractor's bonding company pay you. Filing the complaint form is the first step in getting help from the CCB.

What else does the CCB need besides a completed complaint form?

You should attach the following documents to your completed complaint form:

1. A copy of your contract
2. Records of payments made to your primary contractor
3. A copy of the Information Notice provided by your primary contractor
4. A copy of the Notice of Right to a Lien, if you received one from the subcontractor or others
5. A copy of the lien with the county recorder's seal
6. A copy of any foreclosure documents that you may have received, and
7. Copies of invoices from the company that filed the lien (the subcontractor, material supplier, or equipment rental company)
8. A copy of your pre-complaint notice letter to your contractor and a copy of the post office receipt showing that you sent the letter by certified mail, the date you sent the letter and the address you sent it to.

What happens after I send this information to the CCB?

Processing your complaint may involve an arbitration proceeding (including a hearing) or a contested case hearing. This process can take several weeks or months. Obtaining money from the surety bond for your complaint may be delayed by complaints filed by other homeowners.

Will the CCB automatically process my complaint?

The CCB cannot process your complaint if:

- Your general contractor was not licensed when the work was done.
- If the contractor's bond has already been paid

The CCB complaint process, if successful, can obtain money from the general contractor's surety bond to pay all or part of, the money owed.



out to others who filed complaints before you, the CCB cannot obtain bond funds for your complaint.

Suppose I am faced with a foreclosure of the lien while the complaint process is taking place – what can I do?

You may have the right to request a “stay” (delay) of the foreclosure proceedings from the court until the CCB has finished processing your complaint. The law governing the procedure is set forth at [ORS 87.058](#). Consult your attorney for assistance in preparing a petition to the court for a stay.

A contractor filed a lien on my home a year ago and is refusing to take it off. How can I get the lien removed?

Liens are invalid after 120 days if no lawsuit to foreclose on the lien has been filed and no extension of time has been awarded. Contact your attorney for further information.

My primary contractor did not pay the subcontractor because the subcontractor's work was of poor quality. Now, the subcontractor has filed a lien on my property. What can be done to get me out of **the dispute? Can I file a complaint against the subcontractor?**

You can request that the general contractor and subcontractor settle their differences in court or that they file CCB complaints against each other and let the CCB help resolve their dispute.

You can also file a complaint against your general contractor if the lien is not immediately released. You cannot file a complaint against the subcontractor because you must have a contract with someone in order to file a complaint against them. Your general contractor can file a complaint against the subcontractor.

Property owners cannot file complaints against subcontractors because there must be a contract with between the two parties in order for one party to file a complaint against the other.



Contractor responsibilities



Who sends what notice to property owners?

- If you contract directly with an owner of residential property, you must provide the Information Notice to Owner about Construction Liens.
- If you have no direct contract with an owner of property, and you wish to have a right to file a lien, you must send a Notice of Right to a Lien to the property owner.

There are some exceptions. Refer to pages 2 - 5 for the exceptions that may apply.

Are there any specific requirements for contractors that have built a house on their own property, or have rehabilitated an existing house that they own, and are now selling the house?

Yes. Under the Homebuyer Protection Act, the builder-seller has certain obligations if the sale involves:

- A new single family home, duplex, triplex, condominium unit, or
- Remodeling an existing single family home, duplex, triplex, condominium unit for a cost of at least \$50,000 within three months prior to the sale

If so, the builder-seller must provide protection for the buyer against claims of lien by:

- Purchasing title insurance;
- Retaining at least 25% of the sales price in escrow;
- Obtaining lien waivers or releases;
- Obtaining a bond or letter of credit; or
- Waiting to complete the sale after the deadline for perfecting liens (usually 75 days).

The builder-seller must complete the Notice of Compliance with the Homebuyer Protection Act (HPA) of 2003 (a form available from the CCB website). Both seller and buyer must sign the form and retain copies for their records.

Contractors who have contracts with the property owner must give the Information Notice to Owner about Construction Liens.

Failure to provide the Notice of Compliance with the Homebuyer Protection Act (HPA) not later than the date of sale of residential property, is a Class "A" violation under Oregon law. In addition, if the builder-seller fails to provide the buyer with the protections required, and the buyer is damaged as a result, the buyer may seek recovery from the builder-seller for an amount up to twice the actual damages, plus attorney fees, costs, and disbursements.

Are there any residential property owners for whom general contractors do not need to provide an Information Notice To Owner About Construction Liens?

Yes. If the owner of the residential property is a licensed contractor, the notice is not required. This is also the case, for example, when a general contractor is constructing a house for a property owner who is also a licensed contractor. The general contractor does have lien rights against the property, but is not required to deliver an Information Notice To Owner About Construction Liens to the property owner.

Do I need to provide an Information Notice To Owner About Construction Liens when I bid a commercial job?

No. The notice is for residential construction only.

How important is the Information Notice To Owner About Construction Liens and what happens if a general contractor does not provide one to a residential property owner?

The notice is very important! If the general contractor fails to provide it to the property owner, the contractor loses lien rights, faces possible suspension of his or her license, and a civil penalty of up to \$5,000.

The notice has signature spaces for the general contractor's signature and the property owner's signature. The general contractor should either provide duplicate originals that are each signed, or provide a copy of the signed original to the property owner. The general contractor must keep an original or a copy as proof that the notice was provided to the property owner. CCB's rules require that you maintain proof of delivery of this notice for a period of two years after entering into the contract.

The general contractor must keep proof of delivery of the Information Notice to Owner About Construction Liens, for two years after entering into a contract.



Where can I get copies of the Information Notice To Owner About Construction Liens?

Licensed contractors may download and print copies from the CCB website, or call the CCB and request a copy.-

Suppose the general contractor fails to provide an Information Notice To Owner About Construction Liens to the residential property owner. Can a subcontractor, employee, material supplier, or equipment rental company still file a lien against the property owner?

Yes, as long as the subcontractor, employee, material supplier, or equipment rental company has given the property owner a Notice of Right to a Lien and has met all deadlines for sending the notice.

If I am a subcontractor, is it true that I cannot file a lien against a residential property owner unless I have previously sent a Notice of Right to a Lien?

That is correct. Since your contract is with the general contractor, you must provide a Notice of Right to a Lien to the property owner (with whom you have no contract).

The notice must be given within a required time period (see below).

When should a subcontractor or supplier send a Notice of Right to a Lien?

The Notice of Right to a Lien should be given within eight working days of the start date of the work provided, or the delivery date of materials or equipment. For example, if a subcontractor began work on December 12, 2007 (a Wednesday) the subcontractor would need to provide the Notice of Right to a Lien no later than December 24, 2007 (a Monday following two weekend days) in order to have a right to a lien on all work performed beginning the day the subcontractor started work. The Notice of Right to a Lien is considered given when it is personally delivered or mailed. (Also see explanation below.)

Subcontractors,
employees, material
suppliers, and
equipment rental
companies must give
the property owner a
Notice of Right to a
Lien if they want to
protect their lien rights.



Are there any other persons that I need to **notify about the possibility that I may file** a lien?

In order to obtain priority (preference) over a previously filed mortgage or trust deed on the property, persons providing materials or supplies must also provide the Notice of Right to a Lien to the holder of a recorded mortgage or trust deed. The notice should be given within eight working days of the delivery date of the materials or supplies. If the notice was delivered to the mortgage or trust deed holder on the ninth day after delivery of the materials or supplies, then the supplier would not be entitled to payment for the materials or supplies provided on the first day of the job. You may wish to contact an attorney for more specifics on this notice requirement.

What happens if I sent the Notice of Right to a Lien too late or to the wrong address, or if I had some other problem with its delivery?

You lose your lien rights. You may want to contact an attorney.

Where can I get Notice of Right to a Lien forms?

The form is available from the CCB website or by calling 503-378-4621.

How do I go about filing a lien?

Consult an attorney. A lien involves a notary, legal description, recording fee, several deadlines, and extensive paperwork. If anything in the process is not done correctly, the lien may be invalid, or you could lose your right to collect attorney fees should you have to foreclose on the lien.

What is the deadline for filing a lien? What if I file the lien after that deadline?

You have 75 days to file a lien from:

1. The date you last worked or delivered materials to the property or
2. The date of substantial completion of the construction,

whichever date came first.

The lien will be invalid and cannot be enforced if it is filed more than 75 days after the applicable date.

If you intend to file
a lien, you should
consult an attorney.
If anything in the
process is done
incorrectly, the lien
may be invalid.



The requirements for pursuing a lien are so strict. Why?

Foreclosure of a lien is a serious matter – someone can lose his or her property. The strict requirements are also intended to prevent abuses which may result in homeowners having to pay twice for the same materials, equipment, services, or labor.

What do I need to do after I file a lien and it is recorded?

Within 20 days after the lien is filed, the lien claimant must mail a written notice to the owner and any mortgage or trust deed holder, stating that the lien claim has been filed. A copy of the lien must be attached to the written notice. Failure to deliver this notice does not invalidate the lien, but you will be unable to recover costs, disbursements or attorney fees upon foreclosure of the lien.

What happens after a lien is filed and recorded?

Either the property owner pays the amount you are owed, or you may file a lawsuit to foreclose the lien. Within 120 days of the date you recorded the lien, you must bring a lawsuit to foreclose on the lien. The lien will become invalid after 120 days if a court action is not filed.

How do I initiate a foreclosure action?

The CCB cannot help you file a foreclosure action, which is a type of lawsuit filed in court. You will need to talk to an attorney.

As the general contractor, I just want to get the money that the property owner owes me. Is there an easier way for a general contractor to get paid?

If you are the general contractor and you improved property at the owner's request, you must file a lien to rightfully claim an interest in the property, to obtain your payment. However, if you prefer, you may file a claim in state small claims court (for amounts of \$7,500 or less), or in state circuit court (for larger amounts). The CCB has no authority to resolve contractor disputes against property owners. The CCB may get involved if the property owner requests the dispute resolution assistance.

If a general contractor has not been paid by the property owner, he or she can either file a lien claim, file a claim in state small claims court, or in state circuit court.



Can a subcontractor, laborer, material supplier, or equipment rental company file a lien against a licensed general contractor who did not pay them in full?

Usually, the answer is no. The only time that a lien can be filed against the general contractor is if the general contractor owns the property. In that case, subcontractors do have lien rights – without providing an Information Notice to Owner About Construction Liens.

Are there other ways that subcontractors, laborers, material suppliers, and equipment rental companies can get the money that they are owed by a general contractor?

Yes. A subcontractor, material supplier, or equipment rental company can file a complaint with the CCB or file a lawsuit in court. If either the CCB complaint process or lawsuit is successful, payment may be made from the contractor's bond. Bond payments to non-owner complainants is limited to \$3,000. If the person filing the complaint does not receive full payment from the bond, they can file the CCB order with any county clerk, where it will have the same effect as a court judgment. See an attorney for more information.

How does a subcontractor, employee, material supplier, or equipment rental company file a complaint with the CCB against the general contractor?

You should obtain the appropriate complaint form from the CCB website, or contact the CCB at 503-378-4621 and ask for a form. There are three forms that you may obtain online at www.oregon.gov/ccb:

- Breach of Contract Complaint Form for Subcontractors
- Breach of Contract Complaint Form for Employees
- Breach of Contract Complaint Form for Material/Equipment

You must file the complaint within one year of the date of the debt.

Suppose a property owner, who has had a valid lien filed against his or her property, files a complaint with the CCB. What does this mean?

If the general contractor was paid in full, a property owner may file a complaint with the CCB against the general contractor to obtain an award to pay all or part of the money owed to a subcontractor, material supplier, or equipment rental company.

If a general contractor has not paid subcontractors or other suppliers, those persons may file a complaint with the CCB.





Construction Contractors Board
PO Box 14140
Salem, OR 97309-5052
503-378-4621
www.oregon.gov/ccb

If the contractor is unable or unwilling to pay, the CCB may require that payment be made from the contractor's bond. The CCB will process the complaint if:

1. It is filed within the one-year filing period, and
2. If the general contractor was licensed when the work was done.

The processing of the complaint may involve an on-site investigation, arbitration, or a contested case hearing. This process can take several months.

What if the subcontractor, material supplier, or equipment rental company begins the process to foreclose their lien while the property owner's complaint is pending?

The property owner has the right to request that the court issue a stay. This will delay the foreclosure proceedings until the CCB finishes processing the complaint.

In summary, what are the most important things for a general contractor to do in order **to file a valid residential lien?**

1. The general contractor must be licensed with the CCB, and
2. The general contractor must give the property owner an Information Notice to Owner About Construction Liens if it is required, and
3. The lien must be filed within 75 days of the last day labor was provided or materials furnished.

In summary, what is important for a subcontractor, material supplier, or equipment rental company to do in order **to file a valid residential lien claim?**

Send the Notice of Right to a Lien by registered or certified mail, or deliver it in person within eight working days of starting the work or providing the materials or equipment.

Where can I get more information about Oregon's lien laws?

You may wish to contact an attorney or review Oregon's Lien Law, found in [ORS Chapter 87](#).

To protect their lien
rights, contractors
should be licensed,
and should provide
the required notices to
property owners.

