

Resident Advisory Board Meeting
August 7, 2025 at 2pm

Online via Teams or In Person
Facilitator: Molly Link

Agenda

1. HUD Funding 10/1/2025-9/30/26
 - President's proposed budget vs House and Senate budgets
2. Inspection Criteria Changes for October 1, 2025
 - NSPIRE housing quality standards begin 10/1/2025
3. Administrative Plan Changes for January 1, 2026
 - Other CDA Proposed Changes
4. Reminder: CDA is Moving in August of 2025! 100 5th Ave in Shakopee!

Proposed Administrative Plan Changes for October 1, 2025

Chapter 8: Inspections

The existing HUD approved inspection standards, called Housing Quality Standards (HQS) are ending on 9/30/2025. HUD is requiring a new standard be implementing no later then 10/1/25 called, National Standards for the Physical Inspection of Real Estate (NSPIRE). Chapter 8 explains HUD and PHA requirements related to these new standards.

Even once the HQS inspection standard has sunset, the regulations at 24 CFR Part 982 and 983 governing the HCV and PBV programs will continue to use the terms HQS and housing quality standards rather than NSPIRE. This is because the definition of housing quality standards (HQS) at 24 CFR 982.4 means the minimum quality standards developed by HUD in accordance with 24 CFR 5.703 for the HCV program, including any variations approved by HUD for the PHA. As such, the model policy uses the term housing quality standards whenever applicable regulations use this term.

Below is a summary of the changes to NSPIRE standards in chapter 8:

8-I.A Inspectable Areas; Page 228;

HUD Describes new NSPIRE Standards:

- NSPIRE defines the inspectable areas for inspection under the standards as **inside, outside and unit**. However, the inspection requirement for the HCV and PBV programs only applies to units occupied or to be occupied by HCV or PBV participants and common areas and exterior areas which either service or are associated with such units

8-I.B. Affirmative Habitability Requirements; Page 230

HUD Describes new NSPIRE Standards:

- NSPIRE provides for minimum, or affirmative, habitability requirements for each area (unit, inside, outside).
- The inside, outside and unit must be free of health and safety hazards that pose a danger to residents. Types of health and safety concerns include, but are not limited to carbon monoxide, electrical hazards, extreme temperature, flammable materials or other fire hazards, garbage and debris, handrail hazards, infestation, lead-based paint, mold, and structural soundness [24 CFR 5.703(e).
- The NSPIRE Smoke Alarm Standard does not require that smoke alarms have a sealed battery; however, upon the effective date of the Public and Federally Assisted Housing Fire Safety Act of 2022 on December 29, 2024, sealed batteries *will* be required

8-I.C. Modifications to Provide Accessibility; Page 230

HUD added language:

- Owners cannot refuse the request of a family that contains a person with a disability to make necessary and reasonable modifications to the unit if the modification is necessary but that owners can require restoration of the unit to the original condition if the modification would interfere with the owner or next occupant's use of the premises. This can be done through a negotiated restoration agreement and may include an interest-bearing escrow account.

8-I-E. Life Threatening Deficiencies; Page 233

HUD Describes new NSPIRE Standards:

- NSPIRE conditions listed below are considered life-threatening and must be corrected within 24 hours:

Inspectable Item	Deficiency
Call-for-Aid System	System is blocked, or pull cord is higher than 6 inches off the floor.
	System does not function properly
Carbon Monoxide Alarm	Carbon monoxide alarm is missing, not installed, or not installed in a proper location.
	Carbon monoxide alarm is obstructed.
	Carbon monoxide alarm does not produce an audio or visual alarm when tested.
Chimney	A visually accessible chimney, flue, or firebox connected to a fireplace or wood-burning appliance is incomplete or damaged such that it may not safely contain fire and convey smoke and combustion gases to the exterior.
	Chimney exhibits signs of structural failure.
Clothes Dryer Exhaust Ventilation	Electric dryer transition duct is detached or missing.
	Gas dryer transition duct is detached or missing.
	Electric dryer exhaust ventilation system has restricted airflow.
	Dryer transition duct is constructed of unsuitable material.
	Gas dryer exhaust ventilation system has restricted airflow.
Dorr – Entry	Entry door is missing.
Door – Fire Labeled	Fire labeled door is missing.
Egress	Obstructed means of egress.
	Sleeping room is located on the third floor or below and has an obstructed rescue opening.
	Fire escape is obstructed.
Electrical – Conductor, Outlet, and Switch	Outlet or switch is damaged.
	Exposed electrical conductor.
	Water is currently in contact with an electrical conductor.
Electrical – Service Panel	The overcurrent protection device is damaged.
Exit Sign	Exit sign is damaged, missing, obstructed, or not adequately illuminated.
Fire Escape	Fire extinguisher is damaged or missing.

Inspectable Item	Deficiency
Fire Extinguisher	Fire extinguisher pressure gauge reads over or under-charged.
	Fire extinguisher service tag is missing, illegible, or expired.
	Fire extinguisher is damaged or missing.
Flammable and Combustible Items	Flammable or combustible item is on or within 3 feet of an appliance that provides heat for thermal comfort or a fuel-burning water heater; OR Improperly stored chemicals.
Guardrail	Guardrail is missing or not installed.
	Guardrail is not functionally adequate.
Heating, Ventilation, and Air Conditioning (HVAC)	The inspection date is on or between October 1 and March 31 and the permanently installed heating source is not working or the permanently installed heating source is working and the interior temperature is below 64 degrees Fahrenheit.
	Unvented space heater that burns gas, oil, or kerosene is present.
	Combustion chamber cover or gas shutoff valve is missing from a fuel burning heating appliance.
	Fuel burning heating system or device exhaust vent is misaligned, blocked, disconnected, improperly connected, damaged, or missing.
Leak – Gas or Oil	Natural gas, propane, or oil leak.
Mold-like Substance	Presence of mold-like substance at extremely high levels is observed visually.
Smoke Alarm	Smoke alarm is not installed where required.
	Smoke alarm is obstructed.
	Smoke alarm does not produce an audio or visual alarm when tested.
Sprinkler Assembly	Sprinkler head assembly is encased or obstructed by an item or object that is within 18 inches of the sprinkler head.
	Sprinkler assembly component is damaged, inoperable, or missing and it is detrimental to performance.
	Sprinkler assembly has evidence of corrosion.
	Sprinkler assembly has evidence of foreign material that is detrimental to performance.
Structural System	Structural system exhibits signs of serious failure.
Toilet	Only 1 toilet was installed, and it is missing.

Inspectable Item	Deficiency
Water Heater	Chimney or flue piping is blocked, misaligned, or missing.
	Gas shutoff valve is damaged, missing, or not installed.
Other	Utilities not in service, including no running hot water

8-I-F. Owner and Family Responsibilities; Page 237

HUD adds more detailed language to this section:

- If a family fails to correct a family-caused life-threatening condition as required by the PHA, the PHA will enforce the family obligations. See 8-II.H.
- If an owner fails to correct life-threatening conditions as required by the PHA, the PHA will enforce the NSPIRE standards in accordance with HUD requirements. See 8-II.G.
- The owner will be required to repair an inoperable smoke detector unless the PHA determines that the family has intentionally disconnected it (by removing batteries or other means). In this case, the family will be required to repair the smoke detector within 24 hours

The CDA added language to their PHA policy:

- The PHA may waive the owner's responsibility for NSPIRE standards deficiencies that have been determined to have been caused by the tenant, any member of the household, or any guest or other person under the tenant's control, to the extent the tenant can be held responsible for ensuring that the deficiencies are corrected: the tenant must take all necessary steps permissible under the lease and state and local law to remedy the deficiency. This may include paying the owner for the cost of the necessary repairs in accordance with the lease.

8-I-H. Violation of Space Standards; Page 241

HUD gives more guidance on space and habitability standards.

Units assisted under the HCV or PBV programs must have at least one bedroom or living/sleeping room for each two persons. A living room may be used as sleeping (bedroom) space, but no more than two persons may occupy the space [HCV GB p. 10-6]. Each habitable room must have two working outlets or one working outlet and a permanent light. HUD defines a *habitable room* as a room in a building for living, sleeping, eating, or cooking, but excluding bathrooms, toilet rooms, closets, hallways, storage or utility spaces, and similar areas [FR Notice 5/11/23].

A unit that does not meet these space standards is defined as *overcrowded*.

8-II.B. Initial Inspection Page 244

Inspection Results and Reinspections

HUD Added Language regarding life threatening deficiencies:

For new units proposed for the HCV program, life-threatening deficiencies must be resolved before the HAP contract is executed and the family moves into the unit.

Utilities:

CDA added a PHA policy related to utilities ready for testing before move-in:

Generally, at initial lease-up the owner is responsible for demonstrating that all utilities are in working order including those utilities that the family will be responsible for paying.

PHA Policy:

Utility service must be available for testing at the time of initial inspection.

8-II.F. Inspection Results and Reinspections for Units Under HAP Contract, Page 249

HUD clarified language and HAP Contract timelines based on corrective actions:

Correction Timeframes

Each deficiency is identified in the NPSIRE standards as either life-threatening, severe, moderate, or low. For units under HAP contract, life-threatening deficiencies must be corrected within 24 hours after notice has been provided. All other non-life-threatening deficiencies (severe and moderate) must be corrected within 30 days (or a PHA-approved extension) after notice has been provided. If low deficiencies are present in a unit, these deficiencies result in a pass and would only be noted by the inspector for informational purposes

Exhibit 8-1 Affirmative Habitability Requirements for Inside, Outside, and Unit for new NSPIRE standards, Page 258.**EXHIBIT 8-1: AFFIRMATIVE HABITABILITY REQUIREMENTS**

Affirmative Habitability Requirements: Inside
Must include at least 1 battery-operated or hard-wired smoke detector, in proper working condition, on each level of the property.
Must meet or exceed the carbon monoxide detection standards set by the Secretary through <i>Federal Register</i> notification.
Any outlet installed within 6 feet of a water source must be GFCI protected.
Must have a guardrail when there is an elevated walking surface with a drop off of 30 inches or greater measured vertically.
Must have permanently mounted light fixtures in any kitchens and each bathroom.
May not contain unvented space heaters that burn gas, oil or kerosene.

Affirmative Habitability Requirements: Outside
Any outlet installed within 6 feet of a water source must be GFCI-protected.
Must have a guardrail when there is an elevated walking surface with a drop off of 30 inches or greater measured vertically.

Affirmative Habitability Requirements: Unit
Must have hot and cold running water in the bathroom and kitchen, including an adequate source of safe drinking water in the bathroom and kitchen.
Must include its own bathroom or sanitary facility that is in proper operating condition and usable in privacy. It must contain a sink, a bathtub or shower, and an interior flushable toilet.
<p>Must have at least one battery-operated or hard-wired smoke detector, in proper working condition, in the following locations:</p> <ul style="list-style-type: none"> • On each level of the unit AND • Inside each bedroom or sleeping area AND • With 21 feet of any door to a bedroom measured along a path of travel AND • Where a smoke detector is installed outside a bedroom is separated from an adjacent living area by a door, a smoke detector must also be installed in the living area side of the door.
If the unit is occupied by a hearing-impaired person, the smoke detectors must have an alarm system designed for hearing-impaired persons.
Must have a living room and a kitchen area with a sink, cooking appliance, refrigerator, food preparation area and food storage area.
Must have two working outlets or one working outlet and one permanent light fixture within all habitable rooms.
Must have a permanently mounted light fixture in each bathroom and in the kitchen.
Outlets within 6 feet of water source must be GFCI-protected.
Must have permanently installed heating source.
No units may contain unvented space heaters that burn gas, oil or kerosene.
Must have a guard rail when there is an elevated walking surface with a drop off of 30 inches or greater measured vertically.
Must have at least one bedroom or living/sleeping room for each two persons.

Proposed Administrative Plan Changes for January 1, 2026

Chapter 3: Eligibility

3-I.M Live-in Aide, Page 58:

CDA changed the language to let families certify the need for a live-in aide versus asking them to re-request it.

PHA Policy: A family's request for a live-in aide must be made in writing. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or case worker, that the live-in aide is essential for the care and well-being of the elderly, near elderly, or disabled family member. For continued approval, the family must certify to the PHA the continued necessity based on a disability for the live-in aide at each annual reexamination. The need for a live-in aide based on a disability may be subject to third party verification at the PHA's discretion.

Chapter 11: Reexaminations

11-II.D. Processing the Interim Reexamination, Page 310-311

The CDA adds clarity language to this section regarding delays in processing interims if documents by families are not turned in upon request or in a timely manner.

PHA Policy

If the family share of the rent is to *increase*:

The increase generally will be effective on the first of the month following 30 days' notice to the family.

If the family causes a delay in processing an interim reexamination, the PHA is not required to give a 30-day notice. Delays are considered to be caused by the family if the family fails to provide information requested by the PHA by the date specified, and this delay prevents the PHA from completing the interim reexamination as scheduled.

If a family fails to report a change within the required time frames or fails to provide all required information within the required time frames, the increase will be applied retroactively to the date it would have been effective had the information been provided on a timely basis. The family will be responsible for any overpaid subsidy and may be offered a repayment agreement in accordance with the policies in Chapter 16.

If the family share of the rent is to *decrease*:

The decrease will be effective on the first day of the month following the month in which the change was reported, as long as all required documentation was submitted no later than two business days prior to the end of the month. If submitted later than two business

days prior to the end of the month, the PHA would not guarantee the change processed prior to the start of the following month.

Chapter 12: Termination of Assistance

12-I.C. Family Chooses to Terminate Assistance – Page 315

The CDA removes the requirement to get both the HOH and Spouse/Co-Head signature and align the requirement for only HOH with the Voucher Issuance Process.

The family may request that the PHA terminate housing assistance payments on behalf of the family at any time.

PHA Policy: The request to terminate assistance must be made in writing and signed by the head of household and preferably the spouse/co-head if applicable. Families who voluntarily terminate their assistance are not entitled to an informal hearing. VAWA rights for household members, however, will still apply. Before terminating the family's assistance, the PHA will follow the notice requirements in Section 12-II.F.

Minutes:

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1. HUD Funding 10/1/2025-9/30/26

- President's proposed budget vs House and Senate budgets

Discussed proposed budgets from House and Senate and that we are hopeful the cuts to the program will be few based on the proposed budgets.

2. Inspection Criteria Changes for October 1, 2025

- NSPIRE housing quality standards begin 10/1/2025

Went through the NSPIRE changes beginning 10/1/2025. Discussion about the consequences to tenants if landlords struggle to meet the criteria (especially to the exterior). One comment was made that landlords will stop participating in the program if there is too hard of criteria as the current criteria is hard enough. A request was made by a few participants for the actual check-list that will be used by the inspector. Copies were handed out to participants. An electronic copy was sent to all participants. Suggestion was made to make tenants aware

of the criteria and provide inspection copies. CDA will look into the access to inspection results and whether can add language to the inspection notice to tenants that they can request the complete inspection.

3. Administrative Plan Changes for January 1, 2026

➤ Other CDA Proposed Changes

Discussed the additional changes CDA recommended that go in effect 1/1/26 (see below). There were no concerns or much discussion over these changes.

4. Reminder: CDA is Moving in August of 2025! 100 5th Ave in Shakope

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Chapter 12: Termination of Assistance

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Resident Advisory Board (RAB) Meeting Analysis

At the time of the RAB meeting on August 7, 2025 seven participants were in attendance. The participants had no concerns with any of the proposed changes. Therefore, comments have not been incorporated into the plan.

A handwritten signature in blue ink, appearing to read "Molly Link", followed by the date "8/7/25" also in blue ink.

Molly Link, Housing Director