

UNITED STATES
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF FAIR HOUSING AND EQUAL OPPORTUNITY

VOLUNTARY COMPLIANCE AGREEMENT

BETWEEN

THE U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

AND

THE BOSTON HOUSING AUTHORITY

I. INTRODUCTION

The Boston Housing Authority (BHA or Authority) owns, operates, or controls a public housing program consisting of more than 13,000 dwelling units and other related programs that include common entrances, management offices, laundry rooms, common areas, corridors, hallways, elevators, community programs, and day-care facilities. In addition to properties owned and managed by BHA, there are a number of developments owned by BHA and managed by Private Management Companies (PMC) and other properties developed by the BHA with Hope VI funds owned by private developers but located on BHA property pursuant to a below-market-value lease. (List of Properties attached as Appendix A). BHA receives various Federal funds to operate, maintain, and make capital improvements to these developments. The U.S. Department of Housing and Urban Development (HUD or Department) has funded BHA's developments, in part, through the provision of operating subsidies, capital funding including the Comprehensive Grant Program (CGP), the Comprehensive Improvement Assistance Program (CIAP), Capital Fund Program, Public Housing Drug Elimination Program (PHDEP), and the HOPE VI revitalization grants and other housing and housing-related funding. Also, BHA operates a Section 8 Voucher program that receives financial assistance from HUD.

BHA is subject to Federal civil rights laws and regulations. See Section 504 of the Rehabilitation Act of 1973 (Section 504)¹; Section 109 of Title I of the Housing and Community Development Act of 1974 (Section 109)²; Title II of the Americans with Disabilities Act of 1990 (ADA)³; the Fair Housing Act of 1968, as amended (Fair Housing Act)⁴; the Architectural Barriers Act of 1968⁵, and the respective implementing regulations for each Act. See also HUD's implementing regulations at 24 C.F.R. §§ 960.103 and 982.53, as well as the relevant contractual provisions of BHA's Annual Contributions Contract (ACC) with HUD.

On September 11, 2000, the Department opened a review to ascertain BHA's compliance with applicable civil rights statutes and regulations. At that time the Department was made aware the BHA had issued a Request for Proposal (RFP) to conduct a comprehensive update of its Section 504 Needs Analysis of the Authority's policies and procedures and physical inventory. After review of the RFP and following the selection by the BHA of well-qualified contractors to conduct the Needs Analysis, the Department deferred action on the portions of its review that would duplicate the work of the contractors.

The Department worked cooperatively with the BHA during this period in identifying, and in some cases remedying, areas of concerns including certain provisions

¹ 29 U.S.C. § 794; 24 C.F.R. Part 8.

² 42 U.S.C. §§ 5301 et seq.; 24 C.F.R. §§ 570.601 and 570.602.

³ 42 U.S.C. §§ 12101 et seq.

⁴ 42 U.S.C. §§ 3601-20; 24 C.F.R. Part 100.

⁵ 42 U.S.C. §§ 4151-4157.

of the Admissions and Continued Occupancy Policy, Transfer Procedures and Reasonable Accommodation Procedures. HUD acknowledges that the BHA has undertaken a number of reforms on its own initiative to improve service to persons with disabilities. The evaluation contractors have completed their comprehensive reviews and the Department has conducted interviews with BHA staff, consulted with disability advocacy groups, reviewed BHA files and observed and measured a sample of units that the BHA asserts are accessible at various developments. The Department acknowledges that the BHA has in its current inventory several hundred units that have been modified to provide varying degrees of accessibility to persons with mobility impairments. Nevertheless, BHA and HUD agree that the self-analysis and HUD review have revealed several programmatic areas where further modification is required in order to afford persons with disabilities an equal opportunity to participate in the Authority's programs and for the Authority to achieve full compliance with the applicable civil rights statutes.

Further, HUD and the BHA concur that the Authority's initial (1993) assessment of the need for accessible units is no longer accurate in light of current available data and that the need for accessible units for persons with mobility impairments requiring a wheelchair is not currently being met despite the Authority's efforts to provide special features for persons with disabilities when accessible units were not available. For these reasons, HUD and BHA agree to enter into the following Voluntary Compliance Agreement (VCA) to provide a structured framework for the Authority to achieve compliance and provide for HUD monitoring of the progress made to achieve compliance.

II. DEFINITIONS

- Accessible – When used with respect to the design, construction, or alteration of housing and non-housing programs, “accessible” means that the program or portion of the program when designed, constructed, altered or adapted, can be approached, entered, and used by individuals who use wheelchairs. A program that is designed, constructed, altered or adapted to be in compliance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. § 8.32, Appendix A to 24 C.F.R. § 40, and, where applicable, the Americans with Disabilities Act Standards for Accessible Design (ADA Standards), Appendix A to 28 C.F.R. § 36, meets the minimum standards for compliance and is accessible. Alterations of facilities designed before July 11, 1988 shall conform to the provisions of the UFAS to the maximum extent practicable. See Appendix B for the UFAS and ADA Standards.
- Accessible Route – A continuous, unobstructed UFAS-compliant path as prescribed in 24 C.F.R. §§ 8.3 and 8.32 and 28 C.F.R. § 35.151. An accessible route must connect accessible dwelling units and essential non-housing programs. (See definition of “Dwelling Unit” and “Essential Non-Housing Programs” below. See also Appendix C, Usability Standards for Elevators.)
- Adaptable – Certain elements of a dwelling unit, such as kitchen counters, sinks and grab bars, are adaptable if they can be readily added to, raised, lowered, or otherwise

altered, to accommodate the needs of persons with disabilities or to accommodate the needs of persons with different types or degrees of disability.

- Agency Units – Units used for non-dwelling purposes such as Tenant Task Force offices, social service programs, management offices and similar purposes.
- ANSI Units- Dwelling units built or modified to adhere to accessibility guidelines established by the American National Standards Institute (ANSI). ANSI units generally provide for less accessible features than UFAS. Such units were constructed or modified in accordance with the then-applicable standards, prior to the establishment of the UFAS standards for compliance with Section 504.
- BHA – The officers, directors, agents (including contractors), employees, and successors or assigns of the Boston Housing Authority.
- Commenced – Modification of a unit is deemed to have commenced when a specific unit has been identified and design activity for alteration of that unit is underway.
- Completed – Unit modification is considered complete when construction activity for alteration of that unit is underway.
- Development – The whole of one or more BHA-owned residential structures and appurtenant structures, equipment, roads, walks, and parking lots that are covered by a single contract for Federal assistance or application for assistance, or are treated as a whole for processing purposes, whether or not located on a common site.
- Dwelling Unit – A single unit of residence that provides a kitchen or food preparation area, in addition to rooms and spaces for living, bathing, and sleeping.
- Essential Non-Housing Services – The receipt of mail, trash disposal, access to management office and laundry facility, to the extent provided at a particular project or building, are for the purposes of this Agreement deemed essential, non-housing services and must be accessible.
- Family- For the purposes of this agreement shall mean one or more persons living or intending to live in a single household.
- Family needing an accessible unit – Shall mean a family with at least one household member intending to live in the unit who meets the definition of a person with disabilities and who would benefit from the special features of an accessible unit.
- Housing-Related Areas, Programs and Services - All or any BHA-owned portions of buildings, structures, sites, complexes, equipment, rolling stock or other conveyances, roads, walks, passageways, parking lots, or other real or personal property including the site where the building, property, or structure is located. These include, but are not limited to, common areas, entrances, elevators, the BHA offices, administrative

and site management offices, community centers, day care facilities, corridors, hallways, meeting rooms, recreation rooms, senior-citizen centers, social-service offices, mail delivery, and trash disposal. Furthermore, these include any aid, benefit or service provided by BHA, its policies, administrative procedures, services, and non-tangible matters the operation of which contribute to the application for housing, full enjoyment of housing, and full participation in BHA's housing programs. To the extent that entrances, elevators, and common areas provide accessible routes and connect dwelling units and non-housing programs, they fall within the provisions of this Agreement.

- Person With a Disability – For purposes of this Agreement, a person with a disability is any person who has a physical or mental impairment that substantially limits one or more major life activity such as caring for oneself, doing manual tasks, walking, seeing, hearing, speaking, breathing or learning; has a record of such impairment, or is regarded as having such an impairment. 24 C.F.R. § 8.3.
- Private Management Companies (PMC) – A private property management company or tenant management group that oversees general management of specific BHA Developments pursuant to a contract with BHA.
- Reasonable Accommodation – A reasonable accommodation is a change, modification, alteration, or adaptation in a policy, procedure, practice, program, or facility that provides a person with a disability the opportunity to participate in, or benefit from, a housing or non-housing program, service or activity.
- Special Feature Units – dwelling units with particular accessible features that meet the accessibility needs of the current tenant, although the dwelling unit is otherwise not compliant with either ANSI or UFAS.
- Structural Impracticability – Changes having little likelihood of being accomplished without removing or altering a load-bearing structural member and/or incurring an increased cost of fifty percent (50%) or more of the value of the element of the building or facility involved. UFAS § 3.5.

III. GENERAL PROVISIONS

- A. This Agreement applies to all federally funded projects, related facilities, and programs or activities that BHA owns, controls, operates or sponsors, as well as BHA's administration of the Housing Choice Voucher Program. This Agreement applies also to the portions of HOPE VI revitalization projects under BHA's control, public housing units in mixed financing developments, and to public housing managed by Resident Management Corporations and Private Management Companies.

- B. The effective date of this Agreement is the date of the last signature in Section IX. This Agreement shall be binding on all of the officers, trustees, directors, agents, employees, and successors or assigns of BHA and HUD. This Agreement shall remain in effect until BHA has satisfactorily completed the provisions set forth in this Agreement. The Department will monitor BHA's implementation of this Agreement and may amend the Agreement if the Department determines that it is in the best interests of the parties.
- C. This Agreement does not increase or diminish the ability of any person or class of persons to exercise their rights under Section 504, Section 109, the ADA, and/or the Fair Housing Act. This Agreement does not create any private right of action for any person or class of persons not a party to this Agreement.
- D. This Agreement does not affect the ability of HUD or BHA to take action under appropriate statutory or regulatory authorities unrelated to the specific issues covered by this VCA.
- E. Upon execution, this Agreement is a public document. A copy of this Agreement shall be made available to any person for their review in accordance with the law. BHA shall provide a copy of this Agreement to any person upon request. BHA shall also provide a copy of this Agreement to each Project Manager, PMC and duly elected Resident Council, Resident Management Corporation, or agency-wide resident organization.
- F. BHA shall provide a copy of reporting data it generates to comply with this Agreement to any person upon request in accordance with BHA's Freedom of Information Act and Privacy Act procedures, except that no individual or organization shall be charged any amount for the data nor will any part of the reports be considered privileged material. In no event will public disclosure include personally identifiable information regarding applicants or residents.
- F. Except as set forth in Section VIII, this Agreement is the controlling document concerning BHA compliance from the effective date of this Agreement without regard to any prior HUD guidance, waivers, administrative decisions, letters, opinions, or similar guidance regarding BHA's obligations, responsibilities, or technical requirements under Section 504, the ADA, the Architectural Barriers Act, UFAS, the Fair Housing Act, and/or Section 109.
- G. This Agreement does not supersede or in any manner change the rights, obligations, and responsibilities of the parties under any and all court orders, or settlements of other controversies involving compliance with civil rights statutes.
- H. This Agreement does not affect any requirement for BHA to comply with all requirements of Section 504 and the Fair Housing Act not addressed in this Agreement.

I.

IV. SPECIFIC PROVISIONS

- A. Compliance Monitor.** No later than seven days from the effective date of this Agreement, BHA will appoint the Director of its Office of Civil Rights as Compliance Monitor to assist the BHA to implement and comply with this VCA and to monitor all other aspects of BHA's obligations to provide housing and housing-related services for persons with disabilities. The Compliance Monitor will report directly to the Administrator of the BHA, will meet semi-annually with HUD's Office of Fair Housing and Equal Opportunity to review and discuss the progress of implementing this VCA, and will compile the reports described in Part VI of this VCA. BHA shall notify HUD in the event of a vacancy in the position during the term of this VCA and of its plans to fill the position and arrangements for interim coverage.
- B. Accessible-Unit Construction Coordinator** -Within 45 days after the execution of this agreement the Authority shall hire or assign an individual for the duration of the VCA and HUD monitoring period to oversee the completion of accessible dwelling units at BHA properties as specified in this agreement.
- C. Consultation with Disability Advocates**

The Authority shall regularly consult with and update its Monitoring Committee established pursuant to Massachusetts General Laws Chapter 121B, its Resident Advisory Committee established pursuant to the Quality Housing and Work Responsibility Act, and its local tenant task forces established pursuant to federal regulations at 24 C.F.R. 964, on its implementation of the provisions of this VCA. Appropriate BHA staff shall continue to be available to meet with disability advocates semi-annually for a period of three years beginning with the effective date of this VCA to discuss compliance with this VCA and to discuss other BHA policies and procedures that affect the disabled. Following its semi-annual meeting with the Compliance Monitor HUD may require that the BHA convene a meeting with disability advocates to discuss the Authority's progress in implementing the VCA.

V. BHA Compliance Obligations

1. Need for Accessible Units

HUD and BHA agree that the BHA will make at least 5% of the units in its inventory accessible.⁶

⁶ Current stock is 13,799 dwelling units; 5% of this total is 690 units.

2. Accurate list of accessible units

Within 30 days of the execution of this agreement the BHA shall submit to HUD a current list of all units known to the BHA that meet the ANSI or UFAS guidelines along with a list of other units with special accessibility features. The list will include development name, development number, management agent (BHA or name of PMC), unit address, unit number, and unit classification (ANSI, UFAS, or SF). Any unit classified as a Special Feature (SF) Unit shall specify the feature(s) deemed to be the special accessibility feature(s). HUD acknowledges that the list will change from time to time as the BHA makes reasonable accommodations and installs special features.

3. Plan for construction of accessible units

Within 60 days of the execution of this agreement the BHA shall submit to HUD a detailed plan for construction or renovation of units needed to fulfill the need established pursuant to item #1. Structural modifications identified in the plan shall commence not later than 7/1/02 and be completed not later than 12/30/05. The plan must include detailed cost estimates. HUD will review the Authority's progress each six months to determine if satisfactory progress has been made. HUD will negotiate in good faith any reasonable request for an adjustment of the modification schedule based on operational exigencies.

4. Plan for common areas

Within 60 days of the execution of this agreement the BHA shall submit to HUD a detailed plan for completion of the modifications to common areas needed to comply with the statutes. The plan shall commence not later than 7/1/02 and be completed not later than 12/30/05.

5. Procedure for unit assignments

On April 1, 2002 BHA will begin to utilize provisions of its recently HUD-approved Admissions and Continued Occupancy Policy for placement of households with a person with a disability requiring an accessible unit. In brief, such units shall be offered initially to current BHA residents requiring a transfer to such a unit and if there is no such resident transfer applicant, then to a household on the waiting list. If there is no such household on the transfer or waiting list the BHA will provide notice of the availability of the unit and its features to MassAccess. Only if no eligible household with a person with a disability has been located 45 days after notice to MassAccess will the unit be offered to a household not requiring

an accessible unit. The ability of MassAccess to meet the need to identify potential tenants will be reviewed at each semi-annual VCA review. In the event that MassAccess ceases operation or HUD or the BHA determines that MassAccess is not providing sufficient referrals, the parties shall develop an alternative process.

6. Communication protocol

Within 60 days of the execution of this agreement, BHA shall adopt procedures and protocols to ensure that all communications are compliant with Section 504/ADA. The protocol shall address notification of the availability of reasonable accommodations and alternative formats, font size and style, TDD/TTY numbers, and accessibility of posted notices.

7. Reasonable-accommodation procedure

As of April 1, 2002 BHA will begin to utilize provisions of its recently HUD-approved Admissions and Continued Occupancy Policy that, among other provisions, provides a new procedure for processing of transfers based upon requests for reasonable accommodation. BHA agrees to develop, within 120 days of the effective date of this VCA, a procedure for determining “undue financial and administrative burden” consistent with its current Reasonable Accommodation in Housing and Reasonable Accommodation in Leased Housing Programs policies. Notwithstanding the specific requirements of its Reasonable Accommodation Policy, the BHA shall expedite requests from tenants or applicants to modify a unit to accommodate a vision or hearing impairment.

8. Staff training

Not later than October 1, 2002, BHA shall begin further training of management staff, maintenance superintendents, occupancy department staff, and Grievance Panel members on the Authority’s obligations to persons with disabilities under Section 504, the ADA and other applicable federal, state and municipal statutes and ordinances. New staff hired and new Panel members beginning service subsequent to this training round shall receive comparable training within 90 days of hire or beginning service. No panel members or staff may participate in any decisions regarding disability issues prior to receipt of training. HUD and BHA agree that current Panel members have been trained. Training will be designed and implemented by the Director of Civil Rights and BHA staff in consultation with OnSight/InSight and Debbie Piltch Associates. BHA shall submit to HUD for comment 21 days prior to the first training, the name and qualifications of the trainer, training outline and schedule of training.

9. Marketing

Part IV.A of this agreement provides that the BHA's Compliance Monitor will meet with HUD semi-annually to review and discuss progress under this agreement. In the event that the percentage of on-line accessible units that are occupied by families needing an accessible unit averages less than 90% during the six months preceding any of these meetings, the BHA shall, within 30 days thereafter, submit for HUD approval a plan to market accessible units to persons who need the features. Such marketing efforts may include press releases, radio Public Service Announcements, increased co-ordination with disability groups and other efforts reasonably intended to attract eligible applicants.

10. Notice to contractors

BHA will provide its present contractors with a copy of PIH Notice 2002-1 (and any subsequent Notices extending its provisions) and incorporate this Notice in all BHA contracts.

11. Publication and Notice

BHA will continue to send residents an annual statement of its policy to provide reasonable accommodation to persons with a disability and how to obtain further information, request a reasonable accommodation and of the availability of the Office of Civil Rights and the 504 Coordinator, together with their phone and TDD/TTY numbers.

VI. REPORTING REQUIREMENTS

1. For the purpose of this Agreement, if the reporting day falls on a weekend or a government recognized holiday, the report will be due the first business day after the weekend or holiday.

2. For the purpose of this Agreement, the reporting materials should be directed to the following: Robert Buzza, FHEO, and Donna Ayala, Public and Indian Housing, U.S. Department of Housing and Urban Development, 10 Causeway St., Boston, MA 02222.

3. Plans, Policies, Reports & Documents

The BHA shall submit to HUD in accordance with dates specified elsewhere in this agreement:

a. Revised job description for Director of Office of Civil Rights incorporating duties specified in Part IV.A.

- b. Job description and name for Accessible-Unit Construction Coordinator
- c. Copy of Needs Assessment completed pursuant to Part V.1
- d. Plan for Construction of Accessible Units (Part V.3)
- e. List of accessible units and features as of April 1, 2002 (Part V.2)
- f. Plan for Common Areas (Part V.4)
- g. BHA communication protocol (Part V.6)
- h. Schedule of training and training outline (Part V.8)
- i. List of contractors notified pursuant to Part V.10)

The BHA shall submit to HUD semi-annually, beginning October 1, 2002:

- a. Updated list of accessible units and features, including those modified to accommodate vision and hearing impairments (Part V.2)
- b. List of accessible units showing which are occupied by a family needing an accessible unit (Parts V.2 and V.9)
- c. Progress report on construction of accessible units (Part V.3)
- d. Progress report on common-area construction (Part V.4)
- e. Progress report on training (Part V.8)
- f. Marketing Plan, if required (Part V.9)
- g. Names and affiliations of persons representing persons with disabilities consulted (Part IV.C)

VII. IMPLEMENTATION, MONITORING AND ENFORCEMENT

- A. HUD will monitor BHA's implementation of this Agreement. At its discretion, HUD may convene meetings with BHA's Administrator or, by means of a request to the Administrator, with other designated staff, to discuss progress in implementing the Agreement, propose modifications, or conduct other business with respect to this Agreement.
- B. In the event that BHA fails to comply in a timely fashion with any requirement of this Agreement without obtaining advance written agreement from HUD, the Department may enforce that provision by any contractual, statutory or regulatory remedy available to HUD.
- C. Failure by HUD to enforce this entire Agreement or any provision in the Agreement with regard to any deadline or any other provision herein shall not be construed as a waiver of its right to do so with regard to other deadlines and provisions of this Agreement. Furthermore, failure by HUD to enforce this entire Agreement or any provision thereof shall not be construed as a waiver of any obligation of BHA under this Agreement.

VIII. EFFECT OF NON-COMPLIANCE WITH THIS AGREEMENT

- A. The parties intend to resolve their disputes with respect to non-compliance with this Agreement in a timely and efficient manner. The Department may take any of the following actions for non-compliance, unless specifically noted otherwise in this Agreement.
1. Any act(s) or omission(s) of a BHA employee who violates the terms of this Agreement may serve as grounds for HUD imposing debarment, as set forth in 24 C.F.R. § 24.300; suspension, as set forth in 24 C.F.R. § 24.400; or limited denial of participation, as set forth in 24 C.F.R. § 24.705 for that employee.
 2. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for HUD declaring a breach of the annual contributions contract (ACC) with respect to some or all of BHA's functions.
 3. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for HUD withholding some or all of BHA's Capital Fund Program funding from HUD. 24 C.F.R. § 968.335.
 4. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the Department to deny BHA high-performer status. 24 C.F.R. § 901.115(e).
 5. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the United States to seek specific performance of any or all of the provisions of this Agreement in federal court.
 6. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the Department to conduct a compliance review under Section 504, the ADA, or other appropriate statutory or regulatory authority.
 7. Any act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the United States to pursue an action in federal court for failure to comply with civil rights authorities.
- B. The acts set forth in this Section VIII are not mutually exclusive and the Department has the right to pursue any or all of these remedies or any other remedies available under law.

IX. SIGNATURES

For the Boston Housing Authority:

Sandra B. Henriquez, Administrator

Date

For the U.S. Department of Housing and Urban Development:

Marcella O. Brown, Director
New England Hub
Office of Fair Housing & Equal Opportunity

Date

Appendix 1

Boston Housing Authority Properties

Appendix 2

Uniform Accessibility Standards

and

Americans With Disabilities Act Accessibility Guidelines

Appendix 3

Usability Standards for Elevators

Usability Standard – Appendix C
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These usability standards were developed after conferring with the Access Board and the Access Board contractor, KRW, Inc, who prepared “Requirements for Power Mobility Aids” for the Access Board, issued November 15, 1995. Additionally, information on wheelchair dimensions was obtained as a result of a study done to determine wheelchair-lift-platform compatibility for the University of Virginia during 1994. The information indicated that 90% of the wheelchair market was supplied by three (3) major manufacturers, comprising a universe of 42 wheelchairs of varying sizes. HUD also contracted with Borrell Technology Incorporated to test over 100 elevator configurations using testers with disabilities in wheelchairs that were 46” long and 28” wide.

Based on this information, minimum usability dimensions were developed to accommodate most of the 42 wheelchairs, including an allowance of an additional 2” for toe space. The wheelchairs that are not accommodated are wheelchairs that are larger than 46” by 28”. BHA will need to provide some level of fully UFAS-accessible elevators to accommodate persons using larger wheelchairs that are not accommodated by this standard. Any person or family with a disability offered an accessible unit in an elevator building where the dimensions of the elevator creates a functional difficulty due to the individual’s wheelchair or scooter size will be afforded first priority for placement into a unit where the accessible route accommodates their individual needs.

No elevators with swinging doors are usable. All UFAS requirements for elevators at Section 4.10, other than the dimensions, must be met. The only exception to this is that UFAS stipulates that “in elevator cars a visual position indicator shall be provided above the car control panel or over the door to show the position of the elevator in the hoist way.” BHA shall (1) provide gongs under the car platforms that will chime when elevators arrive at landings, and (2) install lights on both the top and bottom of the cabs and vision panels in the hoistway doors and cabs. HUD has agreed that such modifications are substantially equivalent to those required by UFAS.

The following minimum dimensions permit a person in a wheelchair to safely enter an elevator and as they are entering, turn either to the left or right (depending on the configuration of the elevator cab and door) and safely enter and exit the elevator. The depth of the elevator is measured from the interior back wall of the elevator to the interior front wall of the elevator. All of the clear opening and depth dimensions for the interior of elevators set forth below must be accompanied by a wall-to-wall width dimension of no less than 52.5”.

Usability Standard - Appendix C
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If the clear opening of the elevator door(s) is 32", the depth of the elevator must be no less than 45".

If the clear opening of the elevator door(s) is 33", the depth of the elevator must be no less than 44".

If the clear opening of the elevator door(s) is 34", the depth of the elevator must be no less than 43".

If the clear opening of the elevator door(s) is 35", the depth of the elevator must be no less than 39.5".

If the clear opening of the elevator door(s) is 36", the depth of the elevator must be no less than 39.25".

If the clear opening of the elevator door(s) is 37", the depth of the elevator must be no less than 43".

The BHA must ensure that all elevators on accessible routes are properly maintained to ensure that (1) doors open to the maximum extent possible and (2) elevator doors remain open for at least eight seconds to allowed sufficient time for a person in a wheelchair to enter or exit the elevator. Further, the Authority must establish or maintain repair and maintenance contracts for elevators on accessible routes that provide for same-day repair of any service disruption. The Authority may provide elevator repair and maintenance services through "in-house" staff with HUD's written approval.