

MAINTENANCE POLICY
For The
LOW RENT AND MUTUAL HELP HOUSING PROGRAMS

SILETZ TRIBAL HOUSING DEPARTMENT

Section 1. INTRODUCTION

A. Purpose

The primary objective of this policy is to provide for and maintain a safe and healthy environment for tenants and homebuyers residing in the Tribe's housing developments. Intent is to provide a clear definition of the key elements of a well-run and fully integrated maintenance system through inspections, follow-up, and enforcement to ensure required maintenance obligations are upheld.

The STHD and Siletz Tribe will ensure the continued maintenance of existing 1937 housing Act units under management and also the maintenance of units developed with NAHASDA Block Grant funding in future years.

Maintaining housing units is a focal concern of housing department staff. Firm, consistent and fair lease enforcement becomes a critical element of the maintenance delivery system, and having information about previous spending patterns, current needs, future concerns and long-range goals will serve as an effective management tool. The maintenance of units will be performed in compliance with local code and quality standards. Inspections will be conducted utilizing Housing Quality Standards (HQS) that HUD implemented nationwide to ensure units meet minimum health and safety standards.

Low Rent (Rentals) and **Mutual Help** (Homeownership) policies are consolidated here with specific responsibilities for each program spelled out in Sections II and III respectively.

B. Objectives

The Siletz Tribal Housing Department's (STHD) maintenance policy objectives are:

1. Maintain units in a decent, safe and sanitary condition including related facilities and equipment in a safe and workable condition that fulfills their intended functions and life expectancy.

2. Identify and correct conditions that may lead to an injury or accident to residents or employees.
3. Conduct timely inspections, regular and preventive maintenance, timely repairs and replacements to ensure the structural integrity of the development and proper functioning of all equipment.

Section II. LOW RENT (Rentals)

A. Responsibility of STHD/Tribe

The STHD/Tribe will be responsible for maintaining its rental units in a safe condition by performing regular inspections, preventive maintenance and conducting all necessary repairs in a timely manner to ensure the productive and useful life of the units.

The STHD/Tribe are also responsible for the long-term planning of major renovations and modernizations. All operations will be done in an efficient and prudent manner for prompt renovation of vacant units and for proper control of manpower and materials. The housing department will coordinate and maintain standards for customer service through communication and publication of its policy to rental occupants.

B. Responsibility of the tenant

The tenant is obligated to the terms of the lease agreement including maintaining the rental unit in good condition and appearance through proper housekeeping and ensuring continuous service of utilities (electricity and gas). This responsibility includes the landscape/grounds of the unit, the proper care for pets (elders only), and doing your part to maintain a peaceful and enjoyable neighborhood.

Tenants will not neglect or damage assigned rental units. Tenants are responsible for all damages. If repair are needed, STHD will coordinate with Maintenance staff to make the repairs or procure a contracting firm for the work and bill the tenant for charges. The tenant shall be responsible for all damages to the unit and premises, including damages caused by guests or third parties.

C. Preventive and Routine Maintenance Procedures

Based on the analysis of new construction and inspections of units under management, preventive and routine maintenance will be provided to minimize the need for costly maintenance in future years. On an annual basis the Maintenance staff will plan the service schedule for heaters, ceiling fans, furnaces, fire extinguishers, smoke alarms, refrigerators, stoves, other appliances, water heaters, water/gas line inspections, exterior paint monitoring and other sealed surfaces, inspecting for condensation, dampness and fungus in wood,

inspecting and patching paved surfaces, weatherization items and/or corrections to the dwelling units or grounds.

Management will require and monitor the efficient and effective implementation of the preventive maintenance plan.

Advance planning and scheduling by Maintenance staff is necessary for orderly procurement. In the stocking of materials, equipment, and supplies, Maintenance Staff will utilize STHD's Procurement Quote Sheet and Procurement Policy. They will also conduct an annual physical inventory to comply with Tribal and auditing requirements. The following will be part of routine maintenance scheduling:

1. **Routine maintenance items**
Maintenance staff shall perform routine, recurring maintenance tasks including minor repairs and replacements that are not a result of damage caused by the tenant.
2. **New construction**
During construction of new units, STHD may assign maintenance staff to assist with inspections at various phases of construction including the schematic review. The purpose is to standardize equipment and parts so the maintenance program can monitor the warranty items and maintain adequate stock for replacement and/or repairs. Additionally, it will eliminate the use of discontinued parts on the units. This will assist the Maintenance Program in maintaining "as-built" specifications and drawings for future references.
3. **After hour response plans**
Emergency standby coverage will be scheduled and posted. After normal working hours, the STHD/Tribe will assign a maintenance staff to serve on standby status to respond to emergency calls by tenants. Such calls may be for broken windows, broken water lines, power outages, furnace problems, sewer or plumbing problems, or other emergencies threatening the health and safety of tenants or situations that may create a liability for the property.

Maintenance staff will notify their immediate supervisor in each instance and will determine personnel needed to help perform any work. STHD will make available a listing of qualified contractors – listed by skills, their phone numbers and written guidelines on contracting policies. In addition, STHD will have purchase orders available for acquisition of material, supplies and or equipment.

Purchase Orders and information will be maintained in an "Emergency Response Service Directory" with information updated quarterly. This

will readily assist on-call staff that has been assigned to handle the abatement of emergencies during off-hours (nights, weekends and holidays). Depending on the nature or severity of the emergency, maintenance staff should prepare a work order or a report – which can later be converted to a work order. Records should indicate “who, what, where and when”, time and material costs and the status, i.e., work performed was either completed or not completed.

4. **Landscaping and grounds maintenance**

Tenants will be responsible for cleaning the surrounding grounds of their rental unit if they plant landscaping shrubs, trees or other plants and flowers. This becomes a tenant responsibility for watering, pruning and weeding. Garbage and/or other debris will not be allowed to accumulate in or around the unit.

Maintenance has push lawn mowers available for check out should you prefer to mow your own grass.

5. **Pest control service**

All rental units will be treated for pest control annually as part of routine maintenance services. Pest control treatment will be scheduled with tenants notified 2 weeks and again within 48 hours prior to initial application of service. If units become badly infested, tenants may be required to temporarily relocate and participate in preventive training. During the routine inspection, Maintenance staff will note the need for additional attention. Any need to temporarily remove furniture, plants, food, or pets will be the responsibility of the tenant.

6. **Sanitation service**

All rental tenants are required to dispose of garbage in the provided dumpsters. Tenants are additionally responsible for proper bagging and discarding in the dumpsters. Burning trash and other debris in yards or wooded area is not allowed. Compliance with local environmental health regulations will be enforced.

7. **Pets and animal control**

Elders only may have pets in the rental units. If STHD determines the pet threatens the safety of the neighborhood or is creating an unsafe and/or unsanitary condition for the unit or the grounds, the tenant will be required to remove the pet from the premises. (Refer to *PET CONTROL POLICY*).

Maintenance staff will avail their services should pets and animal control become a nuisance or problem in the housing developments.

D. Non-Routine Maintenance

This category encompasses tasks that entail major repairs and/or improvements to units or equipment or the replacement at a substantial cost to housing operations.

1. **Damaged units/Emergency**

If a unit is extensively damaged, through no fault of the tenant, Maintenance staff will coordinate with Management to relocate the family, if necessary and immediately schedule the unit for renovation. Such damages may occur as a result of fire, floods, wind, damage by vehicles, explosions, storms, vandalism or other uncontrollable situations.

Maintenance staff will assess damages with the assistance of the Housing Improvement Program Coordinator and take appropriate protective action. A written report with recommendation will be prepared for Management's review in determining the appropriate process for repairing the unit. If damages are determined to be the fault of the tenant, the tenant will be charged for damages and STHD may initiate termination of the Rental Dwelling Lease.

2. **Insurance claims**

STHD will be responsible for filing all insurance claims that are covered in the insurance policy. STHD will insure the dwelling unit only, as tenants are responsible for securing personal property insurance. It is the responsibility of the tenant to notify STHD of any damage that could result in an insurance claim.

3. **Renovations**

STHD will maintain major renovation schedules. This may include roof repairs, siding, replacement of floors and vinyl, gas or electric conversions, installation of new tubs, sink basins, plumbing fixtures, kitchen cabinet replacements, or other major work. Comprehensive planning for such modernization may be coordinated with other Tribal departments. Tenants will be provided advance notification of any planned renovation including the possible need for temporary relocation.

4. **Structural changes**

STHD may change the structure of a rental unit/s if extensive work or major renovation is already planned or if it determines that the structural changes would be beneficial to the Tribe's plan of operations, such as disabled accessibility improvements, conversion to adult foster care facility, etc.). Tenants shall not make any structural changes.

E. Inspections

Inspections are the foundation of any solid maintenance program and will be completed utilizing maintenance and other housing operations staff to assure objectivity, which should improve the accuracy of information gathered. STHD

shall have the right to inspect any rental unit upon at least forty-eight (48) hours notice to the renter for the purpose of determining if they are fulfilling their obligations to maintain the unit.

1. **Annual inspections**

The purpose of ongoing Annual inspections is to ensure that all occupied units in each housing development meet basic minimum standards for habitability. Tenants will be given 15 days notice of scheduled inspections and shall participate in the inspections. Upon completion of the inspection, STHD staff will review findings with the tenant and establish a plan to correct deficiencies. Tenants will be charged for all damages and anything beyond normal wear and tear.

If the unit is damaged due to negligence and determined to be unsafe and unsanitary for continued occupancy, STHD may require counseling for the tenants along with temporary relocation. If major repairs are necessary and to be charged to the tenant, the cost estimate and proposed payment plan will be discussed and settled prior to commencement of work.

2. **Emergency/unscheduled inspections**

Emergency maintenance is any maintenance task performed in response to an unanticipated defect endangering life or property. Emergency situations have the highest priority of all maintenance related work.

Typical examples might include, but are not limited to:

- a. Fires
- b. Gas leaks
- c. Electrical hazards
- d. Individual unit power failure
- e. No heat
- f. Water leaks or breakage of water supply lines
- g. Sewage problems

In the event of an emergency situation, it may be necessary for STHD/Maintenance staff to enter units without notice. Should this be the case, a follow-up written notice shall be attached to the front door explaining the reason for entry, a list of staff entering the apartment and a reference to this policy as authority.

STHD and maintenance staff shall have the right to enter the rental unit without notice for suspected abandonment, when utility service has been discontinued or when sever damage is evident. The STHD/Maintenance staff shall leave a written notice on the front door at the time any such entry is made referencing this policy and the Selection, Admission and Continued Occupancy policy as authority.

Unscheduled inspections may include coordination with Law Enforcement, Child Protective Services, Social Services, or any other agency that has obtained prior approval from the housing department for such inspection. Entry will not be made without notifying the tenant and this may be accomplished through written communication to their mailing address. If this method of contact is used, a response is not necessary to proceed with the inspection.

3. **Move-In inspection**

Although move-in and move-out inspections are not elaborated on in the Selection, Admission and Continued Occupancy policy, the STHD/Tribe is responsible for unit maintenance with procedures noted here and in item #4. Tenants must agree to regular inspections and notify STHD of any maintenance problems that arise. Each unit must be decent, safe and sanitary before it is becomes occupied.

Once a family has been selected and assigned to a unit, a move-in inspection shall be scheduled to ensure that the unit is in satisfactory condition when the tenant moves in. This inspection is very thorough to ensure that the unit is properly equipped with working appliances, and that both the interior and exterior are in good repair.

A staff member of the STHD, maintenance staff, and the renter should conduct the inspection. If the tenant is participating in a counseling program, the counselor might also be present. All parties shall sign the inspection report thereby agreeing to any deficiencies. Maintenance staff will complete any required repairs in a timely manner. Inspection records must be maintained in the tenants file

4. **Move-Out inspection**

Any move-out inspection will be conducted between Management, Maintenance staff, and tenant. Repairs that are not normal wear and tear will be charged to the tenant terminating the Rental Dwelling Lease. If possible, the outgoing tenant should participate in the inspection and sign the inspection form. The form shall note all necessary repair work with Maintenance staff using a copy of this report to initiate a service work order.

Maintenance staff shall complete the work within a reasonable time frame. STHD will use three to five working days as a general standard in preparing a unit ready for occupancy. Following completion of work requirements, Maintenance staff shall inform Resident Services Staff and the Housing Programs Supervisor of unit availability. The Housing Programs Supervisor will perform a quality control inspection before a unit is offered to a prospective resident.

F. Work Order Procedure

1. Work orders

Maintenance staff shall perform all required maintenance by an approved work order. Tenants request a work order either in person or by phone and provide the name of head of household, unit number, project number and a description of work needing completed. Providing this information to STHD or Maintenance verbally or in person will constitute permission by tenant for the STHD/Maintenance staff to enter the unit.

Maintenance will determine the status/priority of the work order (emergency, vacancy prep, routine, etc.), and assign appropriate maintenance staff to do the work. Emergency work orders take precedence and must be performed immediately to prevent any injury or additional damages. Emergencies are those situations that may threaten the life, health or safety, of the occupants or severely affect the unit. Maintenance staff shall report all labor and materials used.

A copy of each completed work order will be placed in the resident's file when the work affects a resident's unit. Tenants can contact the Housing Office, should they need a copy. The Maintenance Supervisor will be responsible for quality control and will review and sign off on 10% of all completed resident requested work orders each month to check the performance of materials and personnel.

Work orders will be scheduled on the basis of the following priorities:

Emergency	Life threatening, or extreme property damage
Urgent	Major inconvenience to resident, property damage
Vacancy Prep	Prepare unit for occupancy
Routine	Resident or management request
Preventive Maint	Planned and seasonal maintenance
Special Project	Any type of deferred maintenance

The following service response times are established:

Emergency	Immediate
Urgent	Same day
Vacancy Prep	Within 48 hours
Routine	Within 72 hours
Preventive Maint	Within 2 weeks
Special Projects	Within 30 days

2. **Charges**

The TDHE/Tribe will charge tenants for all work orders that are determined to be the fault of the tenant. Such charges will include the labor and cost of materials used. At the request of the tenant, estimates may be provided. Tenants will be responsible for payment of any work order determined to be their fault.

Normal wear and tear of rental units will not be charged to the tenant. A schedule of charges shall be posted at the STHD office and provided to the tenant upon request.

G. Demolition and Disposition

1. **Destruction of units**

As a last alternative, Maintenance staff may recommend demolition/destruction of unit(s) if determined unsafe, and if demolition/destruction is in the best interest of the STHD/Tribe.

Factors for determining unsafe conditions may include, but are not limited to, foundation problems, serious contamination, or other infectious bacteria related contamination. Maintenance staff shall document justification for recommending demolition.

H. Donation of units

1. If the STHD/Tribe decides to convert or donate a unit/s to other service providers/entities within the Tribe, the Maintenance staff may be responsible for continued maintenance. Additionally, Maintenance staff may be called on to assist with minor or major repairs in preparing the unit/s for occupancy.

Section III. MUTUAL HELP (Homeownership)

A. Responsibility of STHD/Tribe

1. STHD will enforce the Mutual Help and Occupancy Agreement (MHOA) for homebuyers in the housing developments. Failure of a homebuyer to meet their maintenance obligations shall not relieve the STHD/Tribe of this responsibility.
2. STHD shall inspect the interior and exterior of a home upon occupancy, annually thereafter, and upon move-out to ensure that the home is maintained in a decent, safe, and sanitary condition. The homebuyer shall participate in these inspections and be given a written report of the results of the inspection.

3. STHD shall also have the right to inspect the home upon at least forty-eight (48) hours notice to the homebuyer for the purpose of determining if the homebuyer is fulfilling the obligation to maintain the home.
4. In emergency cases such as suspected abandonment, damage to the unit or discontinuance of utilities, STHD shall have the right to enter a home without notice. In such event, STHD shall leave a written notice on the front door of the home.
5. If a homebuyer requires advice or technical assistance to enable them to meet their maintenance responsibilities, they may contact the STHD office for advice or assistance. STHD shall offer such services as counseling, referrals to, or special arrangements with outside workers or contractors.

B. Responsibility of the homebuyer

1. ~~1.~~—The homebuyer shall be responsible for all maintenance of the home including all previous repairs and renovations with exception of structural deficiencies that are not tenant-caused. Repair of a structural defect is limited to:

- The repair of damage to designated load-bearing portions of the home which is necessary to restore their load-bearing ability;
- The repair of designated non-load-bearing portions, items or systems of the home, damaged by the structural defect, which make the home unsafe, unsanitary or otherwise unlivable (such as the repair of inoperable windows, doors and the restoration of functionality of damaged electrical, plumbing, heating, cooling, and ventilating systems); and
- the repair and cosmetic correction of only those surfaces, finishes and coverings, original with the home, damaged by the structural defect, or which require removal and replacement attendant to repair of the structural defect, or to repair other damage directly attributable to the structural defect.
- ~~It is the intent of this section to ensure the repair of a home to a condition approximating the condition just prior to the defect, not to a like new condition. It does not require refinishing of all interior or exterior surfaces if only one or two surfaces are damaged. It excludes damage covered by a homeowner’s casualty insurance policy.~~

2. STHD shall not be obligated to pay for or provide any maintenance to the home except as noted in C2 below.

C. Failure of Homebuyer to Perform Maintenance

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1. Failure of the homebuyer to perform maintenance obligations is a breach of the MHOA and is grounds for termination.
2. If STHD determines that the condition of the property creates a hazard to the life, health, or safety of the occupants, or if there is a risk of damage to the property, and the condition is not corrected, the corrective work shall be done promptly by the homebuyer, Maintenance staff or through procured contract services using the homebuyer's equity account. If the homebuyer has no equity account, STHD and homebuyer shall immediately enter into a payback agreement. Failure to comply with the terms of the payback agreement shall be grounds for immediate termination of the MHOA.
3. Any work performed by Maintenance staff to a home shall be accounted for through use of a work order with a description of work performed and a record of labor and all materials used. Maintenance shall provide the homebuyer with a copy of all work orders. A schedule of charges shall be posted at the STHD office and provided to the homebuyer upon request.