

**Northern Circle Indian Housing Authority**  
**RENTAL**  
**MAINTENANCE POLICY**

**1. POLICY INTRODUCTION**

**A. Purpose of Policy**

The primary objective of this policy will be to provide and maintain a safe and healthy environment for the rental occupants of the current assisted housing stock of the Northern Circle Indian Housing Authority (NCIHA) a Tribally Designated Housing Entity (TDHE) and for occupants of housing developed pursuant to the block grant under PL 104-330, Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA). The maintenance of the dwelling units will be performed in compliance with applicable housing codes and quality standards. For purposes of this policy, occupants will be referred to as Tenants.

**B. Responsibility of the TDHE (See Sec. 203(b) ) of NAHASDA**

The TDHE will be responsible for maintaining the dwelling units in a safe condition by performing regular inspections, preventive maintenance, conducting all necessary repairs and ensuring the productive and useful life of the units. The TDHE is 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 entity will coordinate and maintain standards for customer service through communication and publication of its policy to the rental occupants.

**C. Responsibility of the Tenant**

The tenant is obligated to the terms of the lease agreement including maintaining the dwelling unit in good condition and appearance through proper housekeeping and ensuring continuous service of utilities (water, electricity and/or gas). This responsibility includes the landscape/grounds of the unit, the proper care for pets and the peaceful enjoyment of neighbors. Tenants will not neglect or damage assigned dwelling units. Tenants are responsible for repairing all damages at their own expense. If the tenant fails to make needed repairs, the TDHE shall make the repairs and bill the charges to the tenant.

- a. Housekeeping- **In order to maintain clean, safe and sanitary conditions for all tenants, these** shall represent, but are not limited to the type of items to be addressed: Cleaning stove area, hood fan, oven, refrigerator, toilet, tub, basin; sweep and or mop floors, shampoo carpet; remove cobwebs and wash walls, remove debris from exterior of unit, (cobwebs, dust and or dirt) and keep exterior of unit in an uncluttered manner free of debris.
- b. If tenant is determined to not be in compliance with the Rental Maintenance Policy and or Rental Lease Agreement the tenant will be notified in writing and tenant will have a time allowance of two (2) weeks to restore unit/grounds to a clean and sanitary condition.

## **2. PREVENTATIVE AND ROUTINE MAINTENANCE PROCEDURES**

Based on the analysis of new construction and inspections of units under management, preventative and routine maintenance will be provided to minimize the need for costly maintenance at some future time.

Maintenance will annually plan the service schedule for coolers, furnaces, fire extinguishers, smoke alarms, refrigerators and appliances, water heaters, water/gas line inspections, weatherization items or corrections to the dwelling units or grounds. Efficient and effective implementation of the preventative maintenance plan will be required by management.

In the stocking of materials, equipment and supplies, the Maintenance Department will utilize the TDHE's Procurement Policy. In accordance with audit requirements, the TDHE will conduct an annual physical inventory. These procedures will be part of the routine maintenance scheduling.

### **A. Routine Maintenance Items**

The TDHE shall provide for and perform routine, recurring maintenance tasks which include minor repairs and replacements, which are not, a result of damage caused by the tenant.

### **B. New Construction**

During construction of new units, the TDHE may assign maintenance staff to inspect the various phases of construction including the schematic review. The purpose is to standardize equipment and parts so the maintenance program monitors the

warranty and maintains stock for replacement and/or repairs. Further, it will also eliminate the use of discontinued parts on the dwelling units, which hinders the maintenance program in procuring replacements. This will assist the Maintenance Program in maintaining as-built specifications and drawings for future references.

**C. Emergency Standby Coverage**

After the normal working hours, the TDHE will assign the maintenance manager to serve on standby status to respond to emergency calls by tenants. Such calls may be for broken windows, busted water lines, power outage, and furnace problems during winter, sewer backup, or other emergencies threatening the health and safety of the tenants.

**D. Landscaping and Grounds Maintenance**

Tenants will be responsible for cleaning the surrounding grounds of the dwelling unit. Weeds and other rubbish will not be allowed to accumulate. Inoperative junk cars will not be permitted on the grounds. Any landscaping shrubs, trees, lawns and other plants will be the responsibility of the tenant to maintain such as, watering, pruning, mowing and other work. If the unit is not fenced and the tenant desires fencing, the Maintenance Department will approve such requests and approve the proposed materials to be installed. All purchases and installations cost of the fence will be at the expense of the tenant and the improvement will become the property of the housing entity.

**E. Pest Control Service**

All rental units will be treated for pest control on an as needed basis. The Maintenance Department will be responsible for securing the services. Pest control treatment will be scheduled and tenants informed prior to services. If the units are badly infested, tenants may be required to relocate or participate in preventive training. During the routine inspection, maintenance will note the need for additional attention. Any need to temporarily remove furniture; plants, food or pets will be the responsibility of the tenant.

**F. Sanitation Services**

All rental tenants are required to dispose of garbage in provided receptacles or containers. The Maintenance Department will be responsible for securing trash pick-up services. The tenants are

responsible for proper bagging, discarding in the provided containers and placing the receptacles on street curbs on the regular scheduled pick-up service day. Burning trash in yards will not be allowed. Compliance with local environmental health regulation will be enforced.

### **3. NON-ROUTINE MAINTENANCE**

#### **A. Damaged Units/Emergency**

If a unit is extensively damaged, at no fault of the tenant, the Maintenance Department will coordinate with the Management Department to relocate the family and schedule the unit for renovation. Such damages may occur from fire, flood, wind, damages by vehicles, explosions, storms or other uncontrollable situation. Maintenance will determine the safety factor of the damage and take appropriate protective action. Written reports will be prepared by the Maintenance staff to assist in determining the appropriate process to repair the unit. If the damages are determined to be the fault of the tenant, the TDHE will decide on the appropriate charges and may initiate lease termination process.

#### **B. Insurance Claims**

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

#### **C. Renovations**

The TDHE will maintain major renovation schedules. This may include roof repairs, replacement of floors and tiles, gas or electric conversions, installations of new tubs, sink basins, plumbing fixtures, kitchen cabinet replacements, or other major work. Comprehensive planning for such modernization may be coordinated with other TDHE departments. Tenants will be provided advance notification of any planned renovation and possible relocation.

#### **D. Structural Changes**

The TDHE may change the structure of a rental unit if extensive work or major renovation is already planned or if it determines that

the structural changes would be beneficial to the TDHE's plan and operations (e.g. Disabled accessibility improvements, redesign of floor plan for practical purposes). Tenants shall not make any structural changes without TDHE approval.

**4. INPSECTIONS (See Sec. 403 (b) of NAHASDA)**

**A. Routine Inspection**

On at least an annual basis, the TDHE will conduct inspections to determine the condition of the dwelling unit and to schedule emergency, routine or extraordinary maintenance. Tenants will be given 14 days notice of scheduled inspections. Upon completion of inspection, the TDHE and staff will meet with the tenant to review findings and establish a plan for repairs. If the unit is damaged due to negligence and determined to be unsafe and unsanitary for continued occupancy, the TDHE may require counseling for the tenants in accordance with the NCIHA Policy. 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.

**B. Unscheduled Inspection**

In the event of an emergency situation, unscheduled maintenance inspections may be conducted. Tenants may not receive advanced notification in such cases. This may include coordination with the Law Enforcement, Child Protective Services, Social Services or other agencies, which will have obtained approval from the housing entity for an unscheduled inspection.

**C. Move-In and Move-Out Inspection**

Once a family has been selected and assigned to a unit, a move-in inspection shall be scheduled. The TDHE and tenant (and/or representative) shall sign the inspection report, which lists all deficiencies. The TDHE maintenance staff will complete any required repairs in a timely manner.

Any move-out inspection will be coordinated between Management and Maintenance staff. Repairs needed that are not normal wear and tear will be charged to the current (previous) rental tenant. The Maintenance Department will determine the renovation work requirement and after completion, inform the Management Department of the availability of the unit. If the unit is abandoned,

the cost to put the unit in good condition will be charged to the account of the tenant.

## 5. WORK ORDER PURCEDURE

### A. Work Orders

The TDHE shall perform all required maintenance by an approved work order. Tenants can either call a work order in by telephone or come in person to the maintenance office and provide the following information: Project number, unit number, name of head of household and description of work to be performed. Maintenance will determine the status of the work order (emergency or routine), approve the request and assign appropriate maintenance staff to conduct repairs. Any emergency work orders must be immediately performed to prevent any injury or further damage. Emergencies will be determined by any condition that may threaten the life, safety or health of the occupants or severely affect the immediate premises of the unit. Assigned Maintenance Staff will report the labor hours plus materials used on the forms provided.

### B. Charges (See Appendix A)

The TDHE will charge 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. The tenant will be responsible for payment of the work order. Normal wear and tear of rental units will not be charged to the tenant. A schedule of charges shall be posted at the TDHE office and provided to the tenant upon request.

### C. Missed Appointments

The TDHE will charge tenants for scheduled missed appointments with a Service Provider. A tenant must cancel a scheduled appointment with an NCIHA Service Provider. Tenants are required to call at least 24 hours in advance for cancellation of a Service Provider. The TDHE is charged a travel fee for all missed appointments by tenants, depending upon the Service Provider, the amounts range from \$50.00 to \$120.00. Tenants who miss scheduled Service Provider appointments, who fail to cancel in advance, will be charged the Service Provider travel fee when the TDHE is charged.

The TDHE will charge tenants for scheduled missed appointments with a NCIHA Maintenance Worker. If a tenant cannot meet a scheduled appointment with an NCIHA Maintenance Worker, tenants are required to call the Maintenance Department at least 24 hours in advance, for cancellation. If a tenant fails to contact the TDHE and cancel the scheduled appointment, the work order that was scheduled for the appointment, shall be subject to being rescheduled at a later date, and can be considered a low priority.

The TDHE will charge tenants for a missed scheduled Safety/Emergency appointment, *(refer to definition of Safety/Emergency on Section 2 item (c) of the Rental Maintenance Policy.* If any Scheduled appointments for Safety/Emergency issues are missed, the tenant will be charged \$25.00 per missed scheduled appointment. Upon 3 three missed scheduled appointments, a tenant will be automatically referred to the Resident Issues Committee for violation of the Rental Lease Agreement. *(The TDHE reserves the right to arrive 15 minutes earlier for a scheduled inspection and or 15 minutes after a scheduled inspection.)*

When in instances the TDHE does not keep scheduled appointments with tenants, and does not cancel appointments in at least 24 hours in advance. The tenant should contact the TDHE's Maintenance Department immediately, and upon phone call and confirmation of missed appointment, the TDHE will reschedule your work order appointment in a timely manner, that should not exceed a 14 day timeframe.

## **6. DEMOLITION AND DISPOSITION**

### **A. Destruction of Units**

As a last alternative, Maintenance may recommend demolition/destruction of unit(s) if the unit(s) are unsafe and it is in the best interest of the TDHE. Factors for determining unsafe conditions may include, but are not limited to, foundation problems, asbestos materials, radiation contamination, lead poisoning or other infectious bacteria related contamination. Maintenance will document justification for recommending demolition.

### **B Donation of Units**

If the TDHE decides to donate a unit to other service providers because it is in the best interest of the TDHE and it's tenants, the Maintenance Department will be responsible for the logistics. Donation may be made to Head Start, Child Care, Resident

Councils, Teen Councils or other Tribal programs serving the tenants. Maintenance will make the minor or major repairs and prepare the unit for occupancy. Management will be responsible for securing the necessary management plan that will specify that the housing entity will no longer responsible for maintenance.