

# NORTHERN PONCA HOUSING AUTHORITY

## SECTION F MAINTENANCE POLICY

### SECTION F-1: RENTAL HOUSING:

1. Tenant Maintenance Responsibilities:
  - a. 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 and helping to maintain a peaceful neighborhood. Tenants will not neglect or damage assigned dwelling units. Tenants are responsible for repairing all damages at their own expense.
2. Failure To Maintain The Unit.
  - a. Failure of a tenant to maintain the unit in a decent, safe, and sanitary condition constitutes a breach of his/her lease. Upon determination by the Authority that a breach has occurred, it shall require the tenant to take appropriate remedial action and to assure future compliance. If the problem is not remedied within the required time period, the Authority shall take the necessary action to correct the defect and charge the tenant for actual costs incurred by the Authority.
3. Causes For Lease Termination.
  - a. Repeated failure to maintain the unit and grounds may be cause for lease termination and eviction.
4. Reporting Maintenance Needs.
  - a. After occupancy, the tenant is required to report promptly all maintenance and repair needs to the Authority.
5. Completion Of Preventive Maintenance Work.
  - a. All preventive maintenance work on rental units shall be completed by the Authority.

- b. Preventive maintenance work shall normally be completed on a priority basis as follows:
  - 1) First Priority: Emergency maintenance where the safety of the family or unit is threatened;
  - 2) Second Priority: Non emergency maintenance and repair needs reported by tenants;
  - 3) Third Priority: Preventative maintenance and refurbishment of vacated units;
  - 4) Fourth Priority: Courtesy services to tenants.
- c. Tenants will be notified if non-emergency maintenance work cannot be completed with seventy-two hours of Authority receipt of tenant request.
- d. The Authority staff shall be allowed to enter any unit to make emergency repairs where damages threaten the unit or safety of the Family.
- e. When maintenance is of a non-emergency nature, the Authority shall provide reasonable notice prior to scheduling work and may require that a member of the family be present.
- f. All maintenance work, which is the result of normal wear and tear, shall be completed at Authority expense.
- g. All maintenance work, which is the result of tenant abuse, neglect, or carelessness, shall be completed by the authority at tenant expense. Maintenance charges shall be determined by a set cost list that is approved by the Executive Director. Labor charges in addition to the set cost charge referenced above will include the following, which are accumulatively referenced as wage burden:
  - A) Gross wage
  - B) Matching FICA (7.65%)
  - C) Unemployment comp insurance rate
  - D) Workman's comp insurance rate
  - E) General liability rate (usually 1%)  
(Resolution 04-16)

- h. Additional services may be provided to tenants, charges for these services shall be based on a standard labor rate for the job, plus the cost for parts and materials.
- i. Work orders shall be prepared for each maintenance job. If the work order is for repair of damages caused by tenant abuse or for courtesy services, the tenant will sign and approve the work order upon completion of the work.
- j. Tenant charges for property abuse or courtesy services shall be collected according to the Rent and Payment Collection Policies of the Authority.
- k. The Authority shall provide twenty-four hour a day emergency services. These services may be requested only when there is a threat to the safety of the family or serious damage to the unit.
- l. NPHA maintenance techs are required to have cell phone service availability during normal "wake" hours of 7:00 a.m. and 9:30 p.m. seven days per week.

(Resolution 04-16)

#### 6. Annual Inspections.

- a. Annual inspections of each unit will be scheduled at the beginning of each year of residence in an NPHA unit.
- b. A written notification of findings shall be sent to the tenant and shall state the results of the inspection.
  - 1. Tenant damage found during the annual inspection will be corrected by maintenance department and will be charged back to the tenant in accordance with Section 5G of this policy.

#### 7. Required Notice Of Inspection.

- a. The Authority shall provide reasonable notice of at least (48) forty-eight hours prior to the start of any annual inspection. The tenant shall allow access to all parts of the unit at the scheduled time of inspection, but is not required to be present.

#### 8. Routine Maintenance By The Authority.

- a. The Authority shall provide the following routine and preventive maintenance services to all rental units.
  - 1. Furnace cleaning and repair - twice each year.
  - 2. Inspection of toilets, faucets, traps, and other plumbing - four times each year.
  - 3. Check exterior condition - once each year.
  
- 9. Move Out Inspection and Charges.
  - a. Maintenance following tenant move out shall be completed as follows:
    - 1. Unit inspections will be completed immediately upon vacancy of a unit.
    - 2. During the move out inspection, a complete listing of unit deficiencies and damages will be prepared, indicating the charges to the tenant.
    - 3. Charges to move out tenants will be based on standard labor fees plus cost of parts and materials.
    - 4. All charges for damages will be charged to the tenants security deposit.
  
- 10. Preventive Maintenance Following Move Out.
  - a. The Authority will make a thorough preventive maintenance check of a vacant unit and make required repairs and improvements. All unit deficiencies shall be repaired prior to occupancy by a new tenant. NPHA shall ensure completion of work for all Move-in/Move-outs with a scope of work that is estimated at less than \$4,000.00 gross within 14 working days of availability to start. However, the 14 working day guideline will not apply to those units with an estimated scope of work that exceeds \$4,000.00. (Resolution 04-16)

**SECTION F-2: MUTUAL HELP HOUSING:**

- 1. Home Buyer Maintenance Responsibilities.

- a. The homebuyer is responsible for all maintenance to his/her unit, utilities, grounds, rights of way, and utility easements. He shall be responsible for identifying maintenance needs, for completing or arranging for the completion of required maintenance, and for paying for the cost of maintenance.
- b. The homebuyer is required to keep the interior and exterior of the unit in a safe and sanitary condition and shall not by his/her actions or negligence cause the deterioration of the Unit.

## 2. Failure To Maintain The Unit.

- a. Failure of a homebuyer to adequately maintain his/her unit constitutes a breach of the Mutual Help and Occupancy Agreement. Upon determination by the Authority that a breach has occurred, the Authority shall require the homebuyer to take appropriate remedial action and assure future compliance. If the problem is not remedied within the required time period, the Authority may take necessary action to correct the defect and charge the homebuyer for actual costs incurred by the Authority.

## 3. Causes For Termination of the MHO Agreement.

- a. Repeated failure to maintain the unit and grounds may be considered cause for Termination of the MHO Agreement and eviction.

## 4. Move-In Inspection.

- a. Prior to occupying a Mutual Help unit, the family member executing the MHO Agreement will be required to participate in a pre-occupancy or move in inspection with a member of the Authority staff.
  1. During the inspection, the staff member and the homebuyer will agree on the condition of the unit and identify any existing defects.
  2. A written statement signed by both parties shall document the results of the inspection and be placed in the homebuyer file.
  3. All equipment and other features of the unit will be explained during the inspection.
  4. Warranties and manufacturers' equipment information will be provided before or during the inspection.

5. Warranty Work.
  - a. Warranty work and inspections will be completed as specified. The homebuyer is required to cooperate in all aspects of the warranty program.
  
6. Structural Changes.
  - a. The homebuyer must obtain prior approval from the Authority before making any structural changes to the unit.

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