MAINTENANCE POLICY AND PROCEDURES

Tlingit-Haida Regional Housing Authority

Adopted by the Board of Commissioners on September 21, 2012.

Resolution No. 12-<u>21</u>

This edition of the Maintenance Policy and Procedures was adopted by the Board of Commissioners of the Tlingit-Haida Regional Housing Authority by Resolution No.12-<u>21</u> on September 21, 2012 in Juneau, Alaska. This document, and its subsequent amendments, supersedes all prior editions of the Maintenance Policy and Procedures.

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SECTION I. POLICY INTRODUCTION AND T-HRHA

- A. The Maintenance Policy has been implemented for the following:
 - 1. To ensure that safe, decent and sanitary conditions exist in each of the dwelling units within the New Mutual Help, Rental, Tax Credit Programs and any other properties owned or managed by Tlingit-Haida Regional Housing Authority, hereafter referred to as "T-HRHA", which has established a maintenance program for its home-buyers/tenants.
 - 2. The home-buyer/tenant has maintenance responsibilities to the T-HRHA under terms of the home-buyer/tenant's agreement with the T-HRHA. Therefore, this policy will state the maintenance responsibilities and obligations of the T-HRHA and the homebuyer/tenant in accordance with the New Mutual Help, Rental, Tax Credit or other Occupancy Agreements.
 - 3. T-HRHA shall use its best effort to obtain compliance with the following rules and regulations, sufficient to assure full performance of the respective maintenance responsibilities of the T-HRHA and the home-buyers/tenants upon request.
 - 4. The President/CEO appoints the Maintenance Manager as his designee authorized to approve work orders on routine Maintenance and Emergency Repairs that are health and safety issues and that directly affect the health and welfare of the clients/occupants. This T-HRHA includes the ability to authorize immediate repairs and relocate the occupants during emergency repairs if deemed necessary by the Maintenance Manager.

SECTION II. RESPONSIBILITIES OF THE HOME-BUYER/TAX CREDIT LEASE TO OWN SINGLE FAMILY

- A. The home-buyer/tax-credit lease to own tenant shall be responsible for all maintenance of the home, including all repairs and replacements (including those necessitated by damage from any cause, with the exception of damage from fire or other insurance covered items. T-HRHA will be responsible to pay the insurance deductible).
- B. The home-buyer/tax-credit lease to own tenant shall be responsible for routine and non-routine maintenance of the home, including all repairs and replacements (including those resulting from damage from any cause). The T-HRHA shall not be obligated to pay for or provide any maintenance of the home other than the correction of warranty items reported during the applicable warranty period.

- 1. Failure of the homebuyer to perform the maintenance obligations constitutes a breach of the Lease Agreement and grounds for its termination. Upon determination by the T-HRHA that the homebuyer has failed to perform its maintenance obligations, the T-HRHA shall require the homebuyer to agree to a specific plan of action to cure the breach and to assure future compliance. The plan shall provide for maintenance work to be done within a reasonable time by the homebuyer, with such use of the homebuyer's account as may be necessary, or to be done by the T-HRHA and charged to the homebuyer's account. If the homebuyer fails to carry out the agreed-to-land, the Lease Agreement shall be terminated in accordance with Sections 12.1 and 12.2 of the Lease Agreement.
- 2. If the T-HRHA determines that the condition of the property creates a hazard to the life, health or safety of the occupants, of if there is a risk of damage to the property if the conditions is not corrected, the corrective work shall be done promptly by the T-HRHA with such use of the homebuyer's accounts as the T-HRHA may determine to be necessary or by the homebuyer with a charge of the cost to the homebuyer's accounts in accordance with Section 9.3(a) of the Lease Agreement.
- 3. Any maintenance work performed by the T-HRHA shall be accounted for through a work order stating the nature of and charge for the work. The T-HRHA shall give the homebuyer copies of all work orders for the home.
- 4. If outside workmen or contractors are needed to make necessary repairs, it shall be the responsibility of the home-buyer/tax-credit lease to own tenant to obtain their services and to provide payment.
- C. Warranty Period: If any defects are found during the warranty period of an appliance or equipment.
 - 1. A warranty is a written guarantee of the integrity of a product and the good faith of the maker given to the purchaser. It generally specifies that the maker, for a period of time, is responsible for the repair or replacement of defective parts and will, sometimes also provide servicing. That time span is known as the warranty period.
 - 2. It is the responsibility of the home-buyer/Tenant to replace and maintain all smoke detectors located in New Mutual Help, and Single Family Tax-Credit Lease to Own Homes. Smoke detectors are to be in operating condition at all times. Failure to do so is a violation of State Law.
 - a. During the first twelve months of service, on new construction, the project contractor is responsible for the warranty service on the equipment in question. The home-buyer/tenant shall

promptly contact the T-HRHA to request a warranty work order for the repair/replacement of the unit in question.

- b. If the equipment warranty in question is on a unit turn-around completed by the T-HRHA, and has not exceeded twelve months since the move-in date, the home-buyer/tenant shall promptly contact the T-HRHA to handle the warranty repair/replacement of the equipment in question.
- c. If the warranty has exceeded twelve month since the installation/move-in date, then the home-buyer/tenant shall contact the manufacturer listed in their Home-Owner's Manual for assistance on the warranty repair/replacement.

SECTION III. RESPONSIBILITIES OF T-HRHA

- A. The T-HRHA shall be responsible for coordinating counseling programs to train and advise potential home-buyers/tenants of their maintenance responsibilities prior to occupancy.
- B. The areas to be covered will include:
 - 1. Operation and Maintenance of appliances and equipment in the home;
 - 2. Preventive Maintenance programs;
 - 3. Energy conservation; and
 - 4. Routine Maintenance
- С.
- 1. The T-HRHA shall post a copy of the Maintenance Policy in the TDHE Office, and a copy shall be provided to the new home-buyer/Tenant upon entry into the program or upon request.

SECTION IV. INSPECTION POLICIES

- A. Initial Occupancy Inspections/Items Covered by Warranty.
 - 1. Prior to occupancy of a new home, a final inspection will be completed by the T-HRHA. The home-buyer/tenant shall be invited to participate in the inspection of his/her home and shall be given a copy of the inspection report; however, acceptance of the unit shall be by the T-HRHA.To establish a record of the condition of the home on the date of occupancy, the homebuyer (including a subsequent homebuyer) and the T-HRHA shall make an inspection of the home as close as possible to, but no later than, the date the homebuyer takes occupancy. (The record of this inspection shall be separate from the certificate of completion, but the

inspections may, if feasible, be combined.) After the inspection, the T-HRHA representative shall give the homebuyer a signed statement of the condition of the home and equipment and homebuyer shall sign a copy off the statement, acknowledging concurrence or stating objections; and any differences shall be resolved by the T-HRHA and a copy of the signed inspection report shall be kept at the T-HRHA.

- 2. Within 30 days of occupancy of the home, the Authority shall furnish the home-buyer/Tenant with a list of applicable contractors, manufacturers, and supplier's warranties, indicating the items covered and the periods of warranties and stating the homebuyer's responsibility for notifying the T-HRHA of any deficiencies that would be covered under the warranties.
- 3. It is the responsibility of the homebuyer, during the period of the applicable warranties, to promptly inform the T-HRHA in writing of any deficiencies arising during the warranty period (including manufacturers' and suppliers' warranties) so that the T-HRHA enforce any rights under the applicable warranties. If a homebuyer fails to furnish such a written report in time, and the T-HRHA is subsequently unable to obtain redress under the warranty, correction of the deficiency shall be the responsibility of the homebuyer.
- 4. The inspections shall include the items covered by the manufacturers and suppliers' warranties, as well as those covered by the contractors' warranties. At each inspection, the Authority shall obtain a signed statement from the occupants as to any deficiencies in the structure, equipment, grounds, etc., so that it may enforce any rights under the applicable warranties.
- B. Move-in Inspections.
 - 1. Prior to occupancy of a new home/unit turn-around move-in, a Move-In inspection will be conducted by the T-HRHA and the new homebuyer/tenant to confirm the condition of the unit at the time of the move-in. After the inspection is completed, both the T-HRHA Representative and the home-buyer/tenant shall sign the inspection form, after which, the home-buyer/tenant shall receive a copy of the Move-In Inspection for their records.
 - 2. At the time of the Move-Inspection, the T-HRHA shall:
 - a. Counsel the new home-buyer/tenant on the insurance coverage provided by the T-HRHA on the home structure, maintenance and operation of all the appliance and equipment supplied in the home.
 - b. Supply the home-buyer/tenant with a T-HRHA contact list showing applicable staff to contact if the home-buyer/tenant has any questions in regards to maintenance, occupancy agreements and other programs that may be available for them through the T-HRHA.

C. Ninety-Day Inspections.

Approximately ninety (90) days after move-in T-HRHA should have a brief unit inspection to ensure that a new tenant is properly maintaining his or her unit. This is a courtesy inspection and may result in a warning violation with counseling and possibly a probationary follow-up inspection.

- D. Annual Inspections (of Units under Management).
 - 1. After the initial one year warranty period, the T-HRHA shall perform inspections annually, as a minimum, to ensure that the maintenance is being performed by the home-buyers/tenants. Prior to inspection, the T-HRHA shall provide written notification to the home-buyer/tenant as to the date, time and purpose of the impending inspection. During the inspection, the T-HRHA may advise the resident on the proper techniques, energy conservation, preventative maintenance measures, and fire safety hazards. The inspection shall be signed by the homebuyers/tenants and the T-HRHA Agent, with a copy going to the home-buyer/tenant and the original being maintained in the T-HRHA's file.
 - a. Acknowledgment of Deficiency Findings.
 - i. In order not to prolong the repair problems for the home-buyer/tenant and give them notice and opportunity to correct them, the maximum time for deficiency compliance will be rated at 0, 10, 30, 60 or 90 days for completion, depending upon the health/safety factor and the severity of the repair. If the home-buyer/tenant fails to respond and or neglects the notice, Housing Management shall follow procedures set forth for breach of contract listed under homebuyer/tenant responsibilities
 - Emergency/Health/Safety deficiency findings will be followed up within 24 hours of the finding while the Inspector is still in the community. Time allotment for this category is 0-24 hours, provided items needed to complete the repair are readily available in the community. The Inspector will issue a separate written notice on these items, and will follow up on them according to the time frame for compliance set. If the home-buyer/tenant fails to respond and or neglects the notice, Housing Management shall follow procedures set forth for breach of contract listed under homebuyer/tenant responsibilities.

- iii. If it has been determined that the home-buyer/tenant cannot financially afford to complete these repairs, then a work order maybe issued during these inspections for immediate repairs if needed, (with President/CEOs approval or designee), to keep the house in good physical condition. If any deficiencies are found, the procedures specified under the Occupancy Agreement "Home-buyer/Tenant Maintenance Responsibilities" will be followed.
- E. Probational Inspections.

The Maintenance Manager can require and either schedule, or at random, cause a series of special inspections to occur in order to ensure that a tenant is fulfilling a counseling agreement and/or properly maintaining their units.

F. Special Inspections.

Special inspections will be conducted anytime the President/CEO, Designee (or Maintenance Manager, if appropriate) deems it necessary. The most common special inspection is performed as a follow up on residents with a history of poor maintenance habits, at which time the home-buyer/tenant will be served a notice that the unit will be inspected within 24 hours, or if the unit appears to have been abandoned, in which the T-HRHA may inspect the unit immediately to secure the unit and assure there is no major damage.

G. Pre Move-out Inspections.

The pre Move-out Inspection is scheduled at the time that the tenant notifies T-HRHA with his/her thirty (30) day notice of intent to terminate the Lease. The pre-move out inspection is conducted to provide the tenant with assistance in maintenance items that are required to be repaired/replaced or cleaned prior to T-HRHA regaining possession of the home.

- H. Termination of Occupancy Agreement/or Move-out Inspection.
 - 1. Upon Housing Management receiving notification from a client of intent to terminate, the Maintenance Department shall be notified immediately of the Move-Out Date. The Maintenance Department will schedule the Move-out Inspection time with the client on that date.
 - 2. Upon Move-out, the Client or Sub lessee shall receive a copy of the original Move-In inspection form, to confirm the condition of the unit at the time of the move-in. The Housing T-HRHA representative accompanied by the Client/sub lessee will perform a Move-out Inspection of the unit, signing and dating the form agreeing to the conditions of the unit at the time of the move-out.

- 3. Clients are to be responsible for deferred Maintenance per Occupancy Agreement. Deficiencies will be noted and the client will agree to correct the deficiencies or the housing T-HRHA will correct at the expense of the client. The list of repairs will be generated by the Maintenance Manager or designee with the estimated cost to repair the unit. Repair estimates are to be mailed to the client with cover letter by the Housing Specialist
- 4. Settlement with the client following a termination shall be made as promptly as possible after all charges have been determined and the TDHE has given the client a statement of such charges. The client may obtain a settlement before Actual Cost of any Maintenance required to put the home in satisfactory condition for the next occupant has been determined if the client is willing to accept the TDHE's estimate of the amount of such cost. In such case, the amounts to be charged for such maintenance shall be based on the TDHE's estimate of cost thereof. The time lines for the sequence of events are as follows:
 - a. Home-buyer/tenant. Notifies T-HRHA of intent to terminate.
 - b. T-HRHA sets up inspection within ten (10) working days for Juneau, 30 days for outlying communities.
 - c. Ten (10) working days from unit inspection, repair estimates will go to home-buyer.
 - d. If the home-buyer/tenant fails to contact the Housing T-HRHA with an action plan to correct the repairs within Thirty (30) days from date of repair estimate received by home-buyer, the TDHE may begin repairs as soon as they can be scheduled.
 - e. Depending upon the extent of repairs, the renovation of the unit should take no longer than 30-90 days.
 - f. The job foreman will fill out a weekly log of work in progress. (See attached form).
 - g. Maintenance department will inspect work as needed.
 - h. Accounting to be notified of completion of work by Maintenance Dept.
- I. Emergency Inspections.

T-HRHA staff can conduct an immediate inspection of any T-HRHA unit if there is reasonable cause to believe that an emergency exists that presents an immediate threat to the health or safety of persons or an immediate threat of damage to project property.

SECTION V. OTHER MAINTENANCE

- A. Emergency Repairs.
 - 1. For all tenants reporting emergency repairs that are considered to be health and safety or security issues T-HRHA will respond As soon as reasonably possible. For all other emergency repairs T-HRHA will respond within 24 hours.
 - 2. The emergency service will be offered 24 hours a day, every day of the year. Emergencies are made safe and where possible completed within the first visit. For emergency repairs that can't be completed on the first visit, T-HRHA will arrange a second visit to complete the works at a mutually convenient time.
 - 3. If the condition of the home creates a hazard to life, health or safety of the occupants, the President/CEO grants immediate authority to the Maintenance Manager to decide and take the necessary steps to correct the health/safety deficiencies, up to and including, relocate the occupants if necessary and authorize immediate corrective action to repair the deficiencies to assure the occupants safety and well-being.
 - 4. If the repairs create a severe financial burden to the homebuyer/tenant, the T-HRHA shall consider, on a case by case basis, having the work done and charging the cost thereof to the homebuyer/tenants Monthly Equity Payment Account, (in accordance with article VI, Section 6.3 (a) of the MHOA), Tenants Accounts Receivables, and/or accepting a Permanent Fund Dividend Assignment to complete the necessary work.
 - 5. Maintenance shall submit a written report and estimated cost for the emergency repairs to Housing Management, Fiscal Department and the Environmental Technician.
- B. Any maintenance work done by the T-HRHA shall be accounted for through a work order stating the nature of the charge for the work completed. If the work is to be charged to the home-buyers/tenants MEPA/A-R Account, the home-buyer/tenant is required to sign an authorization form prior to a work order being issued for the necessary repairs/work.
- C. The T-HRHA may permit home-buyers/tenants to make installment payments for costly repairs by billing them monthly on the billing statement.
- D. The T-HRHA may be able to obtain contract services, at a lower cost than the home-buyers/tenants can individually for work such as furnaces, boilers, septic tank pumping and other contract services. Every effort shall be made toward such arrangements as a matter of economic practicality.

- E. If a home sustains serious damage the home-buyer/tenant shall immediately inform the T-HRHA. The T-HRHA will then notify the insurance carrier and shall inspect the unit to determine if a claim will be required to establish renovation cost.
- F As of October 30, 1992. The State and Local laws require that all units whether Rental or Home-ownership, have operable hard-wired Smoke Detectors in place. Units with hearing impaired residents shall have visual type alarm systems installed. Units that are occupied by both hearing and visually impaired residents shall have both audible and visual type alarm devices installed.
 - 1. The T-HRHA shall use operating funds to provide battery operated smoke detectors in units that do not have any smoke detectors in place, and if it is determined that the home-buyer/tenants cannot afford to replace the smoke detectors on their own, this cost will be added to the home-buyer/tenants Accounts Receivable Account.

SECTION VI. HUD/ONAP COORDINATION AND MONITORING

- A. The HUD/ONAP Staff from the Anchorage office will be conducting reviews of the Maintenance program of the T-HRHA to assure that proper Maintenance procedures and techniques are being employed. The bi-annual reviews may encompass the following:
 - 1. Maintenance program implementation;
 - 2. A utility review to assure that allowances are current and adequate;
 - 3. Maintenance record keeping;
 - 4. Procurement practices;
 - 5. Supply management practices.
- B. It shall be the responsibility of the T-HRHA to correct the items indicated in the report, as applicable, and notify the HUD/ONAP Housing Management Division in writing of actions being taken.

SECTION VII. MEPA/ACCOUNTS RECEIVABLE

- A. The T-HRHA may provide assistance to home-buyers in the New Mutual Help Program in completing Emergency, Health/Safety repairs according to the following guidelines:
 - 1. Use of Accounts Receivables is restricted to Health/Safety and Emergency repairs and will be considered on a case by case basis.
 - a. The home-buyers accounts receivables must be current.

- B. The home-buyer must contact their Occupancy Specialist and notify the T-HRHA of the nature of their problem.
- C. At that time, the Occupancy Specialist will counsel the home-buyer on their financial status in order to determine whether the home-buyer can afford to complete the repairs themselves or if financial assistance is needed.
- D. If the Occupancy Specialist has determined that the home-buyer has the financial capabilities of paying for the repairs, the home-buyer is responsible for contacting a qualified contractor/serviceman and having the repairs completed within the specified time period.
- E. If the Occupancy Specialist determines that the house-hold is financially burdened; they will document and counsel the home-buyer on the available options and the effects that the charges will have if billed to the Accounts Receivables.
- F. If it is determined that Accounts Receivables may be used, the home-buyer is required to sign an authorization form requesting the T-HRHA to charge the home-buyers Accounts Receivables to pay for the necessary repairs. After an estimate for labor and materials have been established, these cost estimates shall be listed on the Authorization Form that the home-buyer is to review and sign. If the home-buyer refuses to sign the authorization, the work will not be authorized by the T-HRHA. The home-buyer will be responsible to follow through within the established time frames for the repairs.
- G. The Occupancy Specialist will present the signed Authorization form to the President/CEO or designee for approval. The Maintenance Department will not accept any request for repairs under Accounts Receivable Authorization unless a signed approval from the President/CEO or designee has been presented with the request for repairs.
 - 1. The Maintenance Department upon receiving approval from the President/CEO or designee will assign a work order number for the repairs, and following procurement procedures, will appropriate the materials and serviceman to complete the repairs in a timely manner as determined by the nature and severity of the repairs to be completed.
- H. Upon completion of the work, an accounting of the total charges will be made and the appropriate account charged.
 - 1. In the case of an Accounts Receivable charge, the payback agreement will be drafted with the following considerations given:
 - a. The repayment of the debt shall be as prompt as possible;
 - 2. The document will be forwarded to the home-buyer for signature and upon return, approved by the President/CEO or designee.

- 3. The home-buyer will be provided with proper documentation and file copies.
- I. The T-HRHA may allow use of MEPA funds, PFD Assignments or charges under administrative approved amounts to accounts receivable to the homebuyer/tenant, for emergency repairs, health, and safety upon confirmation by the Occupancy Specialist that the household in question is financially burdened and cannot afford the cost of the needed repairs. Use of the MEPA/A-R Accounts must be approved by the President/CEO or his/her designee.

SECTION VIII. TENANT CHARGES FOR DAMAGES

A. Purpose

The Maintenance Charge Policy is developed to set charges to the Tenants beyond normal wear and tear for like work throughout the State.

B. General

The general upkeep of the dwelling unit is the responsibility of the tenant while the repairs to the structure or equipment are the responsibility of T-HRHA. Rental tenants are responsible for routine maintenance, including replacement of consumables such as light bulbs, and periodic, customary and regular servicing of appliances and fixtures, including all plumbing and heating. Normal wear and tear of the dwelling unit, common area, building, or facility is to be expected and will not be charged to the tenant. However, when damages beyond normal wear and tear are caused by the tenant, a member of the tenant's household or a guest; it will be the tenant's responsibility to pay for the damages.

If neglect or willful damage to the property is documented, it will be a lease violation and could result in an eviction in accordance with the terms and conditions of the lease. When possible, charges will be based on the Actual Cost of materials and labor to repair or replace the item(s). When estimating charges for move-outs, defendable time charges will be used and the actual work performed documented to confirm appropriate billing.

C. Policy

Tenants will be financially liable and accountable for loss, destruction, or failure to satisfactorily clean T-HRHA property, equipment or furnishings. A tenant's liability will be based on physical inspection and/or other documentation provided by T-HRHA employees. It is imperative that all inspections be accurate, thorough, and well documented (i.e. move-in, moveout, Housing Quality Standards (HQS), housekeeping) and kept on file in the tenant's unit folder in the Property Management Divisions Section. A tenant may be charged in cases of vandalism, stolen or missing items as well as any damage done by tenant, a member of tenant's household, or an invitee or permittee of tenant.

When assessing Maintenance charges, the following basic principles will be observed:

- 1. Maintenance charges will be based on the best good-faith estimate that can be determined;
- 2. The purpose of these sundry charges as stated above is to set charges to tenants for damage beyond normal wear and tear for like work through-out the State. The major consistent component of these charges is labor time. It is a fact that some Maintenance personnel may be able to change a lock set faster than others and the cost of this will be imposed on tenants. Using this policy, if it takes twenty minutes to replace a deadbolt, but only 15 minutes as listed in the Job Standards, a minimum of one (1) hour labor charge for a lock out or replacing a deadbolt will be charged. However there is no standard charge for hardware.
- D. Responsibilities

Both Tenant's and T-HRHA's responsibilities are outlined in T-HRHA's Lease Agreement.

- E. Procedure
 - 1. Tenant charges originate during occupancy or at the time of move-out with a statement of charges. Procedures are outlined in the Residential Lease Agreement concerning Move-out Inspections.
 - 2. Tenant charges during occupancy are Actual Cost (material + Labor). When a work order is generated during the normal work hours, the wage rate for the employee times the actual time worked is charged to the tenant along with material cost. Time for pick-up of supplies and travel time to and from the job site should be charged if they are significant and documented. Any maintenance charges shall be clearly documented in the work order. Additional supporting documentation should be provided to the property manager in extraordinary situations, as each charge may be appealed to the President/CEO by the tenant.
 - 3. Work performed between the hours of 8:00 A.M. and 5:00 P.M. Monday through Friday, exclusive of holidays, is considered normal work hours (This includes those properties where the maintenance employee works less than 8 hours). Work performed on weekends, holidays or after 5:00 P.M., and before 8:00 A.M. is charged at the overtime rate with a minimum charge of 1.5 hours in accordance with current labor union contracts. The tenant will be notified of charges on

a form "Charges to Tenant for Damages and Services", with a copy or copies of work orders attached.

- F. Rental Tenant Charges
 - 1. Actual Costs are based on the labor rates listed below. When a work order is entered into the system, the labor rate is automatically assigned to the Tenant's bill. Maintenance personnel will insure that no more than the time shown is charged unless there are documented, extenuating circumstances.

ACTUAL LABOR RATES (subject to change)						
LABOR CLASSIFICATION	NORMAL WORK HOURS	OVER TIME RATE (Weekends, holidays, before 8 . a.m./after 5:00 p.m.)				
Maintenance Employee	Minimum 1 hour charge	\$75.00				

2. Lockouts

Charges for lockouts are set at \$ 50.00 for normal work hours and \$100.00 for after normal work hours, weekends and holidays. If a tenant called, and then the tenant was able to gain access to the unit, a minimum charge of \$50.00 still applies.

3. Vandalism

A tenant may be charged in cases of vandalism, stolen or missing items even if it is supported by a police report, <u>unless</u> the damage is done by a guest of the tenant, or a member of the tenant's household.

- G. Charges after Vacating a Unit
 - 1. It is important to determine any maintenance charges as soon as possible after the tenant vacates. If work can be completed and charges computed within 5 working days, actual time and materials will be used. In all other situations originating after a tenant vacates are derived from established dollar amounts as listed below in the "Schedule of Move out Charges". The schedule is in sections: (1) cleaning, and (2) repair/replacement. The charges listed in this schedule are not all-inclusive.
 - 2. If the tenant fails to clean the vacated unit to T-HRHA's standards or has damaged T-HRHA property, charges will be deducted from the tenant's security deposit. If the deposit is insufficient to cover the

charges, then the tenant will owe T-HRHA the balance remaining and must make arrangements for payment.

- 3. When cost of repair is greater than the cost of replacement, the replacement cost will apply. Missing or damaged items will be charged to the tenants account. If maintenance incurs a higher cost to replace or repair an item, the Tenant will be responsible for the cost.
- 4. Note: Based on their judgment and insuring consistency among all tenants, maintenance personnel have the prerogative to waive tenant damages. This may be done in such cases where it may be better to paint a unit even though it is not required or renovation work will soil floors which then require cleaning.
- H. Appeals
 - 1. A tenant may appeal maintenance charges in writing and postmarked within five (5) working days from T-HRHA's billing.
 - 2. Such appeals shall be directed to the President/CEO, and be responded to within five (5) working days of receipt.
- I. Schedule of move-out Charges

Total amount of Repair/Replacement charges:

Tenants will be charged a minimum of an hour in labor and replacement cost of items listed above.

Minimum one (1) hour of labor will be charged to Repair or Replace								
light fixture		switch		light socket		electric range		
hallway lights		exterior lights		receptacle		Clean Yard		
Rake/cut grass		Shampoo ea rm		switch in refer		shelf studs in refer		
shelf in refer		handle on refer		any bin in refer		medicine cab		
door knob		window pane		door stop		cabinet hinge		
towel bar		toilet paper holder		range control knobs		Change lock on door		
deadbolt		panic hardware		mailbox lock		Hang door		
toilet bowl		toilet tank		toilet cover		Unstop sink		
Unstop toilet		Smoke Detector		Smoke Det battery				

JOB STANDARDS FOR MAINTENANCE TASKS

SECTION IX. WORK ORDERS

A. The purpose of the work order is to monitor and track the work being completed for either the Client or the housing T-HRHA by a contractor or forced account labor crew. No work shall be initiated without a valid work order issued by the Maintenance Department.

The following forms shall be utilized in the work order process:

- 1. Work order log form;
- 2. Work order form;
- 3. Estimate form;
- 4. Work authorization form;
- 5. Work order status form.
- B. When a Client request for assistance is received by the Occupancy Specialist or Housing Manager, the client shall be counseled on their signed contract with the Housing T-HRHA that documents their responsibility for maintaining the home having the repairs completed how the repairs/replacement will be paid for, any other options available to the client.
- C. After it has been determined that the Housing T-HRHA will assist in the completion of the request, a written contact sheet documenting the following shall be forwarded to the Maintenance Manager or designee:
 - 1. Client name and account number;
 - 2. Account status;
 - 3. Nature/scope of work requested;
 - 4. How the work will be paid for;
 - 5. Eligibility of the client to receive the requested work.
- D. The Maintenance Manager or designee will return the contact sheet to the Occupancy Specialist if any of the required information is not listed. After receipt of all the required information, the Maintenance Manager or designee and field supervisor in cooperation with the client shall provide a written estimate for the materials, labor, freight and any extraordinary cost that are required to complete the job. All parties must sign off on the estimate sheet, showing an agreement on the scope of work, and the estimated cost to complete.
- E. After the estimate has been established and approved, the Maintenance Manager or designee shall assign a work order number to the request and log

the number into the Work Order Book, after which the work order form is completed and signed by the appropriate personnel.

No work order shall be issued without the following.

- 1. Justification for the work to be completed;
- 2. Cost estimated that includes labor, materials and freight;
- 3. Signed agreement on the cost estimate from the Client and the person/contractor completing the work;
- 4. All necessary drawings and specification if needed to approve and confirm that the work is being completed as per current required codes.
- F. No work shall be completed by the housing T-HRHA without an approved work order approved by one of the following:
 - 1. Maintenance Manager or designee;
 - 2. Housing Manager
 - 3. Tax Credit Manager4. President/CEO.

G. SECTION X. INSURANCE

A. Fire/Flood Renovation

The T-HRHA shall maintain Fire/Flood, and other acts of God insurance on all property under its management, the insurance shall provide for the structural replacement/renovation of the home to the original state of construction/original floor plan, unless home-buyer/Tenant has submitted an approved floor plan of any additions to the original construction and the addition has been approved for coverage by the insurance carrier. The Home-buyer/Tenant is responsible for obtaining any applicable insurance to cover the loss of any personal items due to fire/flood or other act of God.

The Home-buyer/Tenant is responsible for promptly notifying the T-HRHA of any fire/flood damage, or other acts of God resulting to their homes. After which the T-HRHA shall initiate the following;

1. The T-HRHA shall initiate all calls received concerning Homebuyer/Tenant Insurance claims for any damaged caused by Fire or Flood that may be covered under the Housing T-HRHA's Insurance Policy. The Occupancy Specialist shall issue a contact sheet to the Maintenance Supervisor with details of the incident as reported by the home-buyer and the Maintenance Supervisor shall than confirm the report with the Fire Department or Department of Public Safety where the incident occurred. This shall all occur the same day the report is received.

- 2. After receipt of the official report from the Fire Department/Public Safety, the T-HRHA shall have the unit inspected within 24 hours by the Maintenance Manager or designee and picture documentation and estimated cost to renovate the unit shall be submitted to the supervisor to determine if the Insurance Adjuster is required to inspect and evaluate the damage. Any claims in excess of \$5,000.00 need to be inspected by the Insurance Carriers Claim Adjuster.
- 3. The Initial Loss Claim shall be sent to the Insurance Carrier the same day the report is received.
- 4. A work Order shall be issued to complete the Inspection and Estimate the same day the report is received. Followed up by a separate Work Order for the actual rehabilitation.
- 5. The T-HRHA has an Insurance Deductible on insurance policy, as to which the Home-buyer/Tenant shall be responsible for the first \$1,000.00 of that deductible.

SECTION XI. HOME-BUYER/TENANT COUNSELING

- A. Upon entry in a housing program, the Maintenance Manager or designee shall review the Maintenance/Inspection Policy with the new home-buyer/Tenant to counsel them on their responsibilities to the T-HRHA and the proper upkeep of their homes.
- B. Upon occupancy of the unit, the Maintenance Department will conduct a Move-In Inspection with the new home-buyer/Tenant, at which time the T-HRHA Staff will counsel the home-buyer/Tenant on the operation of the appliances and equipment supplied with the home. The home-buyer/Tenant will also be counseled on preventive Maintenance; routine Maintenance repairs, and suggests scheduling of routine Maintenance items such as heating systems, weatherization, and where repairs parts may be appropriated.
- C. Inspections of the units will be conducted on an annual basis, as a minimum, to ensure that the home-buyers/Tenants are properly maintaining their homes, and as a requirement from the insurance carrier.
- D. If deficiencies are found during the course of the inspections, the inspecting officer will counsel the home-buyer/Tenant on proper procedures for correcting the deficiencies, and will counsel the home-buyer/Tenant on their options if they cannot do the repairs or cannot afford to correct them.
- E. The T-HRHA will mail all home-buyers/Tenants within its projects, quarterly newsletters which will include Maintenance repair tips that are appropriate for that time of year.

- F. The T-HRHA will be available during normal work hours to correspond and consult with the home-buyers/Tenants by either phone or letters for Maintenance advice or counseling.
- G. The T-HRHA may conduct community workshops in each of its project communities on an annual basis; the workshops shall consist of (but not limited to):
 - 1. Energy conservation;
 - 2. Weatherization;
 - 3. Routine Maintenance;
 - 4. Proper techniques for remodeling;
 - 5. health/safety hazards; and
 - 6. Review of State and local building codes.

SECTION XII. EQUIPMENT USE

A. T-HRHA Employees:

Tlingit-Haida Regional Housing Authority expressly prohibits the personal use of equipment, hand tools, ladders, power tools, vehicles by T-HRHA employees regardless of the circumstances. Removal and use of T-HRHA tools, equipment or vehicles may constitute theft and possible termination of employee(s) involved.

B. T-HRHA Clients:

Tlingit-Haida Regional Housing Authority, in the interest of providing affordable, safe and sanitary housing to its clients, has the options of providing the clients with access to the following equipment and tools:

- 1. Lawn mowers;
- 2. Weed-eaters;

T-HRHA is to maintain an Equipment Sign out sheet, and clients are required to sign an Equipment Use and Indemnity Form. At the time of the equipment sign out, clients are to be counseled on the safe and proper use of the equipment and their responsibility to repair or replace the equipment if damaged or stolen.

GLOSSARY OF TERMS

Actual Cost. Cost to T-HRHA to repair or replace damaged property.

<u>Actual Man-hours.</u> Man-hours used to repair or replace damaged or missing T-HRHA property.

Age of Appliance. Serviceable years an appliance is in use.

Housing Management/Rental Management. Employees, who manage T-HRHA property.

Maintenance. Employees, who perform Maintenance work on T-HRHA property.

Informal Hearing. A hearing following an Informal Settlement Meeting if the dispute charges items is not resolved. This hearing must be requested by the Tenant.

Informal Settlement Meeting. A meeting held to discuss Tenant charges. The meeting must be requested by the Tenant.

Field Representative. An employee who is designated as the building manager, inspector, and representative of T-HRHA.

Laborer. An employee who performs semi-skilled work.

Maintenance Mechanic. An employee who performs skilled work.

<u>Move-out Inspection</u>. An inspection conducted when a Tenant moves, any damages beyond normal wear and tear, are determined at the time.

Ordinary Wear and Tear. The expected wear and tear that occurs in the normal use of a product. Examples: refrigerators and ranges - 10 years, door knob sets - 10 years, interior paint - 2-years, and exterior paint - 5 years.

<u>Percentage Payable by Tenant.</u> The percentage of cost that must be paid by the Tenant.

Tenant. A resident of T-HRHA owned property.

Vacated Tenant Statement. A statement of Tenant payable expenses for damages.