

NORTHERN CHEYENNE **TRIBAL HOUSING** **AUTHORITY**

These policies and procedures were adopted by the NCTHA Board of Commissioners by Resolution # 23 on November 23, 2009

Maintenance Policies & Procedures

Policy Statement

The Board of Commissioners of the Northern Cheyenne Tribal Housing Authority (hereinafter referred to as NCTHA) recognizes that one of the most important aspects of the NCTHA's operations is the maintenance of NCTHA owned and managed units and properties. If units are not maintained on a regular basis, the long-term viability of the NCTHA as a property management business is threatened and the Tribe and the tenants will lose a valuable resource. Furthermore, NCTHA recognizes that NAHASDA places a priority upon the maintenance of 1937 Act units, including Low Rent Units.

These policies and procedures are intended to implement a full system of maintenance of housing units and properties for which the NCTHA has the obligation to manage and maintain. These procedures are also intended to establish a system of inspections, follow-up, and enforcement to insure that homebuyers perform their required maintenance obligations.

Therefore, the purpose of the NCTHA'S maintenance procedures shall be to:

- a. Maintain all property and equipment under the management of the NCTHA in a safe, sanitary and habitable/working condition that fulfills their intended functions and life expectancy.
- b. Identify and correct conditions that may lead to an accident or injury to tenants or NCTHA employees.
- c. Conduct timely inspections, regular and preventive maintenance, timely repairs and replacements to ensure the structural integrity of the units and to ensure all equipment is functioning properly.

1. COMPONENTS OF THE NCTHA MAINTENANCE PROGRAM

a. Preventive Maintenance

1. Preventive maintenance is defined as tasks that provide for the inspection, monitoring, and care of buildings or equipment intended to prevent the need for future emergency maintenance and/or major structural or system failures.
 2. There shall be two phases to the NCTHA preventive maintenance program that the Maintenance Division Manager and Maintenance Coordinator are responsible for implementing. The first phase will include actual preventive maintenance activities; and the second phase includes preventive maintenance inspections. The NCTHA will perform both phases of preventive maintenance in its rental programs and only the inspection phase its homeownership programs.
 3. The Maintenance Division Manager shall establish a regular, periodic schedule for the following types of preventive maintenance work.
 - i. Checking fire extinguishers, carbon monoxide detectors, and smoke detectors for operational use;
 - ii. Inspecting, adjusting, cleaning and/or lubricating furnaces (including changing filters at least annually) and other equipment such as ranges, hot water heaters and refrigerators;
 - iii. Inspecting and repairing plumbing systems and fixtures including, as necessary, caulking around bathtubs and toilet bases to avoid water damage to walls and floors in addition to caulking around windows and door frames as an energy conservation measure;
 - iv. Inspecting, repairing and replacing worn parts in electrical systems and electrical fixtures;
 - v. Inspecting and repairing roofs, gutters, downspouts and flashing;
 - vi. Inspecting underground facilities and equipment for corrosion;
 - vii. Inspecting and patching paved surfaces;
 - viii. Inspecting for and controlling termites, pests, and rodents;
 - ix. Monitoring of painted and other sealed surfaces that protect structures;
 - x. Inspecting for condensation, dampness, mold and fungus in wood and for rust in iron components and taking appropriate corrective measures;
 - xi. Inspecting and correcting any erosion or drainage deficiencies. This includes inspection of any ditches, inlets or drainage systems and removing debris or plants that may impede proper drainage;
 - xii. Installing protective barriers, where needed, to protect buildings, structures, planted areas and trees;
 - xiii. Inspecting water, sewer lines, and clean outs from the house to the service connection;
- b. Preventive maintenance will normally be performed during the "off-season" of the equipment use. For example, heating systems should be inspected, cleaned and repaired during the summer months to ensure that they are clean and operating smoothly when the colder months arrive.

4. **Routine Maintenance**

1. Routine maintenance is the unplanned response, including ordinary maintenance, of structures and equipment that have deteriorated through normal wear and tear.
2. It also includes responding to service requests when items are not functioning correctly, making minor repairs to facilities, systems, and equipment; and replacing component parts of systems and equipment.

3. The Maintenance Division Manager will make every effort to make sure routine maintenance requests are responded to within ten (10) business days and repaired within a reasonable time. Provided that all materials required for the request for maintenance or repair will be ordered during this ten (10) business days period.
4. The NCTHA will perform all routine maintenance for tenants in its rental programs. Rent To Own participants are considered renters for the duration of the rent to own agreement as a portion of their monthly rent is charged to administration, maintenance and repair.
5. Homebuyers, with the exception of NCTHA Rent To Own participants, will be responsible to perform routine maintenance of their units and grounds. However, all Homebuyers, including Rent To Own participants are required to perform routine upkeep of their units and grounds.
6. Routine maintenance includes but shall not be limited to, repairing or replacing:
 - a. electrical outlets, circuit breakers and other minorelectrical elements of the facility or equipment;
 - b. hose bibs, water and sewer lines owned by the NCTHA;
 - c. worn or damaged heating elements in units;
 - d. Locks, washers in faucets, toilet flushing mechanisms, window guides;
 - e. Portions of tile and flooring;
 - f. thermostats, smoke detector batteries and other items of minor costs;
 - g. Other minor items as determined by the Maintenance Division Manager

c. Non-routine Maintenance

1. Non-routine maintenance is replacement, betterment or improvement of the structure, systems or major equipment.
2. Non-routine maintenance items involve substantial expenditure, occurring at planned or unplanned intervals of time, or being caused by unforeseen events.
3. Non-routine maintenance repairs or replacements include, but shall not be limited to:
 - a. Replacing roofs;
 - b. Heating systems and electrical systems;
 - c. Water heaters, heating elements, ranges, and refrigerators;
 - d. Painting or re-siding the exteriors of units;
 - e. Painting the interiors of units; before the unit is occupied
4. The NCTHA will perform all non-routine maintenance for tenants in its rental programs.
 - a. Homebuyers , with the exception of NCTHA Rent To Own participants, will be responsible to perform non-routine maintenance for their units and grounds.

d. Emergency Maintenance

1. Emergency maintenance is performed in response to an unanticipated defect or situation which endangers life or property in regard to the normal use of dwelling units or systems. Examples of such need for emergency maintenance include but is not limited to: furnace malfunction, electrical hazards, water leaks, broken windows/doors.

2. The Maintenance Division Manager will make every effort to make sure emergency maintenance is responded to within one (1) business day and repaired within a reasonable time.

e. Inspections

1. Move-in inspections shall be performed jointly by Housing Management Division and Maintenance Division representatives with the future tenant present, before the unit is occupied. Any deficiencies should be noted on the inspection form and repaired prior to occupancy by the Maintenance Division, within three (3) working days. The NCTHA shall digitally photograph move-in inspections to visually display the condition of the unit and grounds. Digital photographs shall be kept on file at the NCTHA offices.
2. Inspectors/Contract Inspectors and the Housing Management Division shall jointly conduct periodic inspections as often as deemed necessary, of all rental units, including NCTHA Rent To Own units, not less than annually. Homeownership units shall be inspected periodically not to exceed two years. These inspections will be performed in order to determine the condition of all dwelling units and equipment associated with the units. Inspections shall include photographs of the unit, which shall be attached to the Inspection Report. NCTHA will strive to perform such annual inspections during the quarter of the year in which the anniversary of the signing of the lease occurs.
3. For units that are occupied, Inspections will be scheduled in such a manner as to allow the tenants the opportunity to be present during any inspection of the respective unit. However, a properly noticed inspection may be performed in the event that the tenant is not present despite NCTHA's issuance of notice of the planned inspection.
4. All tenants will be given notice prior to the Northern Cheyenne Tribal Housing Authority entering the unit for inspection.
5. All tenants will be given at least 48-hours written notice prior to the NCTHA entering the unit for an inspection, unless an emergency exists.
6. The tenant will be given a written report of the inspection findings.
7. The condition of the units and grounds will be noted on NCTHA inspection forms. The forms shall have space for signatures of the tenant and the NCTHA employee conducting the inspection along with the date of the inspection. The form will identify each item in and outside the unit that should be checked for wear, damage or cleaning. Upon the completion of any inspection, the tenant shall receive a copy of the signed inspection form. The form can be completed and relied upon by the NCTHA regardless of whether or not the tenant signs the form. Inspection reports shall be kept on file at the NCTHA offices. The NCTHA representatives conducting inspections will ensure that a work order is submitted for any repairs noted in the inspection and must follow up to ensure that such repairs are in fact made.
8. With the exception of NCTHA Rent To Own units, where minor deficiencies are noted during the inspection of homeownership units, the NCTHA employees conducting the inspections shall confer with the homebuyer family and provide the necessary instruction and advice as to how to correct the deficiency. Substantial deficiencies shall result in the demand by NCTHA that the homebuyer perform required maintenance/repairs. In the

event that the homebuyers fail to perform such maintenance/repairs, the NCTHA will perform the required work and charge the homebuyer for the total costs of such maintenance/repairs. Such failure shall be deemed a breach of the homebuyer's agreement and shall be processed in accordance with the agreement, NCTHA policies and applicable law.

9. Emergency inspections will be performed whenever necessary, as determined by the Maintenance Division Manager or his designee. Emergency inspections may be performed without notice.
10. Move-out inspections shall be conducted as soon as possible after a unit has been vacated and shall not exceed five (5) working days from the date that the Maintenance Division is notified in writing by the Housing Management Division that the tenant has vacated the unit, that all personal property can be disposed of, and it is available for inspection. Whenever possible, the tenant should be given the opportunity to be present during the inspection. The lack of cooperation or non-attendance of the tenant at the move-out inspection will not delay or affect the ability of the NCTHA to complete the inspection and rely upon such inspection report. NCTHA shall digitally photograph move-out inspections to visually record the condition of the unit and grounds. Digital photographs shall be kept on file at the NCTHA offices.
11. The Inspection department shall perform warranty inspections on new or renovated units at least quarterly, and more often as required, until all warranties on the units and/or equipment have expired in accordance with the NCTHA's contract with the contractor. Warranty information and Warranty inspection reports shall be forwarded to the Housing Management Division Manager, the Acquisitions Division Manager, and Maintenance Division Manager.
12. The Executive Director, Maintenance Division Manager and Housing Division Manager shall develop a Protocol that establishes procedures and safety standards in regard to inspections and home visits by NCTHA staff; whenever there is a reasonable belief that a hazardous condition exist, including but not limited to mold, pest, and/or methamphetamine related contamination; or vicious dogs.

2. NCTHA RESPONSIBILITIES

a. Rental Program

1. The NCTHA is responsible for all routine, non-routine and preventive maintenance, unless otherwise provided in a special provision of the Dwelling Lease obligating the tenant to perform certain appropriate maintenance tasks.
2. The NCTHA shall perform inspections of all units in accordance with a plan and schedule established by the Maintenance Division Manager and Maintenance Coordinator. A copy of the NCTHA Maintenance Plan and Schedule is attached hereto as Appendix 1*. Low Rent units shall be inspected during the fiscal year quarter in which their anniversary date occurs.
3. All maintenance needs that are identified during the inspections should be corrected by the NCTHA within a reasonable amount of time. Health and safety maintenance needs should be corrected within 45-business days.

4. The NCTHA shall repair damages for which the tenant is responsible and/or exceeding "normal wear and tear". The costs shall be charged to the tenant based on the cost of labor, materials, and mileage. Labor and mileage will be charged according to the attached schedule.
5. If the NCTHA hires or contracts with an outside person, contractor or firm to repair any tenant liable damage, the tenant will be charged the actual cost to the NCTHA.

b. Homebuyer Program

1. Participants in the New Mutual Help Homeownership Program and other homeownership programs, with the exception of the NCTHA Rent To Own Program are obligated to perform, or assume the cost of, all routine, non-routine and preventive maintenance needs of their home and yards in accordance with their respective homebuyer agreements with the NCTHA.
2. The NCTHA shall conduct inspections of all homeownership units in accordance with the NCTHA Maintenance Plan and Schedule.
3. If the NCTHA becomes aware, either during periodic inspections or at any other time, that the homebuyer is not in compliance with the homeownership agreement regarding maintenance, the NCTHA shall take actions to protect the physical condition of the home and grounds.
4. Upon a homebuyer's written request, and at the NCTHA's discretion, the NCTHA may agree to make minor repairs or replace damaged or equipment that is not functioning properly. The cost of labor, materials, and mileage shall be charged to the homebuyer. Labor and mileage will be charged according to the attached schedule. If the NCTHA hires or contracts with an outside person, contractor, or firm to make such repairs or replacement, the homebuyer will be charged the actual cost to the NCTHA.

3. TENANT RESPONSIBILITIES

a. Rental Program

1. All tenants participating in the NCTHA rental program will comply with the provisions identified in their Dwelling Lease concerning their maintenance responsibilities.
2. Participants in the rental program will be responsible for the maintenance of their yard. This will include care of the lawn, trees and shrubs.
3. Rental program participants are responsible for their own snow removal from their sidewalks and driveways.
4. Rental program participants shall be responsible for notifying the NCTHA immediately in writing of any damage or repairs the NCTHA is responsible for repairing.

b. Homebuyer Program

1. In accordance with their homebuyer agreements with the NCTHA, (with the exception of the NCTHA Rent To Own Program participants), homebuyers are responsible for the maintenance and repair of their home, including all repairs and replacements due to normal wear and tear or damage from any cause.
2. Failure of the homebuyer to perform required maintenance obligations shall constitute a breach of the homebuyer agreement. Upon a determination by the Executive Director and the Housing Division Manager that a material breach has occurred, the NCTHA shall require the homebuyer to agree to a specific plan of action to cure the breach and to assure future compliance.
3. If the problem is not remedied within the required time frame established by the NCTHA, or if the Homebuyer fails to agree to reasonable plan or fails to carry out the agreed to plan, the NCTHA shall terminate the homebuyer agreement.
4. Repeated failure to maintain the home and/or equipment, or repeated damage to the home and/or equipment is cause for termination of the homebuyer's agreement with the NCTHA.
5. If the condition of the property creates a hazard to the life, health or safety of the occupants or there is a risk of damage to the property as determined by the Executive Director, the NCTHA shall remedy the hazardous condition and charge the cost to the homebuyer's Monthly Equity Payment Account (MEPA) in accordance with the homebuyer's agreement. If the homebuyer has an insufficient MEPA balance to cover the cost of the repairs, the homebuyer shall be required to sign a Payment Agreement with the NCTHA to pay for the cost of the repairs.

4. Work Orders

a. System

1. The NCTHA shall create and utilize a work order system for receiving and recording tenant maintenance requests. It is the responsibility of the Maintenance Division Manager to establish and manage a NCTHA Work Order Schedule and Plan for the implementation of the work order system. A copy of the NCTHA Work Order Schedule and Plan is attached hereto as Appendix 2**
2. All maintenance requests must be processed through the work order system.
3. Maintenance work initiated as a result of inspections shall also be processed through the work order system.
4. Work orders shall be submitted by tenants or by NCTHA employees once the employee is aware of the need for repairs. Additionally, NCTHA Maintenance or Housing Division staff shall assist tenants in preparing such written work orders upon request or as needed.
5. All maintenance work will be conducted in a professional and courteous manner with the tenants being treated as customers of the NCTHA.

b. Form

1. The Executive Director working in cooperation with the Maintenance Division Manager shall create a work order form. The Maintenance Division Secretary/Receptionist working in cooperation with the Maintenance Coordinator, shall initiate a work order utilizing the approved form. A copy of the NCTHA Work Order Form is attached hereto as Appendix 3***.
2. A completed copy of the work order should be kept in the unit file and copies will be given to the tenant, and filed in a master maintenance work order file to serve as a complete record of maintenance performed by the NCTHA. The Housing Division Manager and Resident Services Specialists shall access the work order and progress thereon by logging onto the HDS Maintenance Department system.
3. The form should include, at a minimum, the following information:
 - a. Tenant name and phone number
 - b. Unit number and address
 - c. Brief description of problem
 - d. Tenant permission to enter unit if tenant is not at home
 - e. Name of NCTHA employee who took the request and the date of request
 - f. What work has been performed
 - g. What materials and supplies were used, and the costs thereof
 - h. Date when the work was performed
 - i. Time work started
 - j. Time work completed
 - k. Any parts on order
 - l. Charges to the tenant, if any
 - m. Tenant's signature accepting completed work
 - n. NCTHA staff person's signature who approved the work completed

5. MAINTENANCE SCHEDULING & PRIORITIES

a. Scheduling

1. By scheduling planned maintenance, the NCTHA Maintenance Supervisor and staff can approach the many maintenance tasks to be completed in an organized fashion; and the staff will know what is expected to be accomplished. The Maintenance Plan and Schedule shall also be a measurement tool of the Maintenance Division's performance of its duties and obligations.
2. All preventive maintenance and certain routine and non-routine maintenance, as well as inspections, should be performed according to a Maintenance Plan and Schedule.
3. The Maintenance Division Manager and Maintenance Coordinator shall establish and manage a Maintenance Plan and Schedule for preventive maintenance and inspection activities.

b. Priorities

1. Emergency maintenance of rental units shall have preference over all other tasks. The NCTHA will make every attempt to complete all work of an emergency nature as quickly as possible based upon the nature of the emergency. (See Section 1. COMPONENTS OF THE NCTHA MAINTENANCE PROGRAM, d. Emergency Maintenance)
2. The repair of vacant units shall have second priority. Vacant units without substantial damage should be available for occupancy within approximately 60-working days after the unit was officially vacated. In regard to units with substantial damage, the Executive Director shall determine whether the work should be contracted out or performed in-house in order to make the unit available for occupancy in the shortest period of time. The Executive Director shall provide a quarterly report to the NCTHA Board of Commissioners in regard to status of such in-house and contract awarded repairs.
3. Inspections and Inspection documented repairs on completed work will be performed within 5-business days.
4. Routine and non-routine maintenance work generated by work orders shall be the third priority.
5. Preventative maintenance shall have next priority.

6. QUALITY STANDARDS

- a. All maintenance work performed on NCTHA owned and managed property shall be done in compliance with the International Residential Building Codes, along with other applicable Housing Quality Standards, codes or laws of the Northern Cheyenne Tribe or the NCTHA.
- b. All maintenance work will be conducted in a professional and courteous manner with the tenants being treated as customers of the NCTHA.
- c. Work orders shall be received in writing; however tenants contacting the NCTHA will be treated in a professional and courteous manner with the tenants being treated as customers of the NCTHA; and NCTHA Maintenance or Housing Division staff shall assist tenants in preparing such written work orders upon request or as needed; and will ensure that work order are filed once such staff are aware of the need for such repairs.

7. TRAINING AND COORDINATION WITH HOUSING DIVISION

- a. The NCTHA Maintenance Division staff shall be adequately staffed, educated and trained to perform the maintenance tasks described in these policies and procedures; and all Maintenance Division staff member shall be provided a copy of this Maintenance Policy.
- b. The Maintenance Division Manager shall require NCTHA Maintenance Division employees to attend appropriate/approved training courses in order to learn how to become more efficient and productive.

- c. The Maintenance Division Manager and Maintenance Coordinator shall meet with the Housing Division Manager on a monthly basis or more often as deemed necessary, in order to provide updates on the status of unit repairs and maintenance pursuant to NCTHA's Maintenance Plan and Schedule, and coordinate move-in and move-out inspections.

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THESE POLICIES AND PROCEDURES WERE APPROVED BY THE NORTHERN CHEYENNE TRIBAL HOUSING AUTHORITY (NCTHA) BOARD OF COMMISSIONERS AT THEIR BOARD MEETING HELD ON THE 5th DAY OF FEBRUARY, 2019.

CHEYENNE FOOTE, NCTHA CHAIRPERSON

DATE