



Lac du Flambeau

Chippewa
Housing
Authority

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MEMORANDUM

TO: CHA EMPLOYEES

FROM: GARY SMITH, EXECUTIVE DIRECTOR

DATE: 08/14/08

RE: MAINTENANCE POLICY

On August 12, 2008 the Board of Commissioners approved the new Maintenance Policy. Please add to your Policy Manual.

**LAC DU FLAMBEAU
CHIPPEWA HOUSING
AUTHORITY**

MAINTENANCE POLICY

F:/CHA Policies/Maintenance Policy
Updated 7/10/08

I. 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 Lac du Flambeau Chippewa Housing Authority (LDFCHA) and for occupants of housing developed pursuant to the block grant 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. Homebuyers will not be subject to the provision of this policy. They will be covered by the Homebuyers Occupancy Agreement.

B. Responsibility of the LDFCHA:

The LDFCHA 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 LDFCHA 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 communications 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 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. If the tenant fails to make needed repairs, the LDFCHA shall make the repairs and bill the charges to the tenant. The tenant shall be responsible for all damages to the unit and premises, including damages caused by guests or third parties. If necessary, the tenant may seek legal recourse against such parties.

II. 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 at some future time. The Maintenance

Department will annually plan the service schedule for coolers, furnaces, fire extinguishers, smoke alarms, refrigerators and appliances, water heaters, units or grounds. Efficient and effective implementation of the preventive maintenance plan will be required by management.

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

A. Routine maintenance items:

The CHA 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 CHA 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 that 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:

A standby coverage will be scheduled and posted. After the normal working hours, the CHA 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, and furnace problems during winter, sewer backups, 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, by performing tasks 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 installation costs of fences 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 as part of routine maintenance service. The Maintenance Department will be responsible for securing the services. Pest control treatment will be scheduled and tenants informed 5 days 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 tenants.

F. Sanitation service:

The Chippewa Housing Authority 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 regularly scheduled pick up service day. Burning trash in yards will not be allowed. Compliance with local environmental health regulations will be enforced.

G. Pets and animal control:

Tenants will be allowed to have only one pet. The pet may be a cat, dog, or other small domesticated house pet. Horses and other livestock are not allowed. If the CHA determines the pet 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. If the pet threatens the safety of the neighborhood, the CHA shall inform the tenant to immediately remove the pet from the property. All dogs will be on a leash or secured in a fenced area. Cats and dogs will be neutered and/or spayed. Tenants will not maintain cats or dogs for breeding purposes. The tenant will be warned only once regarding the need to get rid of the problem pet; thereafter, appropriate local agencies will be contacted and termination of the lease agreement may be initiated.

III. A. Damaged Units/Emergency

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

situations. The Maintenance Department will determine the safety factor of the damage and take appropriate protective action. Written reports will be prepared by the Maintenance Department staff for the Management's review to assist in determining the appropriate process to repair the unit. If the damages are determined to be the fault of the tenant, the CHA will decide on the appropriate charges and may initiate the lease termination process.

B. Insurance claims

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

C. Renovations

The CHA 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 CHA departments. Tenants will be provided advance notification of any planned renovation and possible relocation.

D. Structural changes

The CHA 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 CHA's plan and operations (e.g. disabled accessibility improvements, redesign of floor plan for practical purposes). Tenants shall not make any structural changes.

IV. INSPECTIONS

A. Routine inspection

The CHA will conduct inspections to determine the condition of the dwelling unit and to schedule emergency, routine, or extraordinary maintenance. Tenants will be given 2 days notice of scheduled inspections. Upon completion of inspection, the CHA and staff will meet with the tenants 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 CHA may require counseling for the

tenants in accordance with the Rental Admission 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 CHA and tenant (and/or representative) shall sign the inspection report, which shall list all deficiencies. The CHA 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.

V. WORK ORDER PROCEDURE

A. Work orders

The CHA shall perform all required maintenance by an approved work order. Tenants shall either request a work order in person or by phone and provide the following information: project number, unit number, name of head of household, and description of work to be performed. Completion of request for work order form will constitute permission by tenant for the CHA to enter the unit. 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

The CHA 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, estimate 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 CHA office and provided to the tenant upon request.

VI. DEMOLITION AND DISPOSAL

A. Destruction of units

As a last alternative, the Maintenance Department of CHA may recommend demolition/destruction of unit(s) if the unit(s) are unsafe and if demolition/destruction is in the best interest of the CHA. 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. The Maintenance Department will document justification for recommending demolition.

B. Donation of units

If the CHA decides to donate a unit to other service providers because it is in the best interest of the CHA and its tenants, the Maintenance Department will be responsible for the logistics. Donations may be made to Head Start, Child Care, Resident Councils, Teen Councils, or other tribal programs serving the tenants. The Maintenance staff will make minor or major repairs and prepare the unit for occupancy. The Management staff will be responsible for securing the necessary management plan that will specify that the housing entity will no longer be responsible for maintenance of the unit.