

Puyallup Tribe Housing Department
Maintenance, Maintenance Charges, and Housing Standard
Policy

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SECTION I. INTRODUCTION AND OVERVIEW

- A. This Policy sets out the applicable requirements for maintenance of Premises owned and managed by the Puyallup Tribe Housing Department ("PTHD"). The PTHD administers a housing program that involves different types of housing Premises, each of which has certain specific maintenance requirements. General maintenance requirements and standards apply to all housing Premises administered by PNHA, as described in Section II below. Different, more specific, maintenance requirements apply to different types of Premises of PTHD, as described in the Sections that follow.
- B. For Rental Premises, PTHD shall conduct all ordinary and extraordinary maintenance, including replacement or repair of items required because of ordinary wear and tear on the Premises. Such maintenance shall be at the expense of PTHD. However, where maintenance is necessitated by Tenant neglect, misuse, or abuse, the costs of such maintenance shall be charged to the Tenant.
- C. For Mutual Help and HOPA (and any other homebuyer program) Premises, all routine and non-routine maintenance and repairs are the responsibility of the Homebuyer, unless certain parts, equipment and/or labor are covered under warranty. PTHD may carry out such maintenance at the request of the Homebuyer Tenant, and the costs thereof will be charged to the Homebuyer Tenant.
- D. In carrying out its maintenance requirements under this Policy, PTHD shall follow the standards set out in this Policy.

Section II. DEFINITIONS

For the purposes of this Policy, the following terms shall have the following meanings.

- A. "Director" shall mean the Director of PTHD.
- B. "Homebuyer Tenant" shall mean any Tenant who possesses and

occupies any Premises through any kind of Homebuyer Agreement.

- C. "Homebuyer Agreement" is a rent-to-own agreement between PTHD and a Homebuyer Tenant that authorizes Homebuyer Tenant to occupy and possess a Premises in exchange for payment of monthly rents, which sets out the terms and conditions of such occupancy and possession, and which provides Homebuyer Tenant with an opportunity to purchase the Premises outright from PTHD upon meeting certain conditions. Mutual Help Occupancy Agreement and Homeownership Opportunity Program Agreements are the two main examples of Homebuyer Agreements.
- D. "HOPA Homebuyer Tenant" shall mean any Tenant who possesses or occupies any Premises through a Homeownership Opportunity Program Agreement.
- E. "Maintenance Representative" shall mean an employee of PTHD charged with carrying out certain maintenance and inspection responsibilities.
- F. "MHOA Homebuyer Tenant" shall mean any Tenant who possesses or occupies any Premises through a Mutual Help Occupancy Agreement.
- G. "Premises" shall mean any dwelling unit (and the real property on which that unit is located) owned or managed by PTHD, whether a Rental or Homebuyer Premises.
- H. "Rental Agreement" is an agreement between PTHD and a Rental Tenant that authorizes Tenant to occupy and possess a Premises in exchange for payment of monthly rents, and which sets out the terms and conditions of such occupancy and possession.
- I. "Rental Tenant" shall mean any Tenant who possesses and occupies any Premises through a Rental Agreement that is not a Homebuyer Agreement.
- J. "Tenant" shall mean any person or persons who possess and occupy any Premises, whether through a Rental Agreement or Homebuyer Agreement.

SECTION III. GENERAL PROVISIONS

- A Access: The PTHD shall have access to the Premises to perform maintenance and repairs, inspect the Premises, supply necessary or agreed services, or show the Premises to prospective buyers or Tenants in accordance with the pre-determined maintenance schedule established in program regulations, the Tribal housing code, or the relevant Homebuyer or Rental Agreement. As this Policy provides, the PTHD has certain notice requirements associated with ordinary maintenance and/or regularly scheduled inspections. The PTHD retains full authority to enter the Premises on an emergency basis, with no notice whatsoever, in cases where necessary utilities (power, water, sanitation, other utilities) are shut down or functioning and PTHD must act to protect the health and safety of its property, or in any other emergency that PTHD reasonably determines could lead to immediate health, safety, or permanent damage to the Premises.
- B. New Construction: During construction of new Premises, PTHD will 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 maintain stock for replacement and/or repairs. Further, it will also eliminate the use of discontinued parts of the dwelling units which hinders the maintenance program in procuring replacements. This will assist and maintenance program in maintaining as-built specifications and drawing for the future references.
- C. Pets: No animals, including but not limited to pets, will be allowed within the Premises, unless written permission is granted by PTHD pursuant to certain exceptions for elders, individuals with disabilities with assistance animals, or as otherwise authorized under PTHD policies and regulations, as described more fully in PTHD's Pet Policy, located at Section XIV.F of the PTHD Eligibility, Admissions and Occupancy Policy. Violation of this requirement will result in a \$75.00 fine per day which shall continue to accrue each day until the violation is remedied. PTHD

- D. After September 1, 2010, and notwithstanding any other provision of this or any other policy, for new Rentals, MHOA contracts and HOPA Agreements, no dog commonly referred to as "dangerous breed" dogs as classified by the Insurance Information Institute shall be allowed, for both Rental Tenants and Homebuyer Tenants. This includes but may not be limited to pit bulls, Doberman pinschers, Rottweilers, wolf hybrids or mixes thereof. This breed exclusion does not apply to Renters with contracts signed prior to May 30, 2010, who already have such breeds under their Agreement prior to this date, who have been authorized to convert to Mutual Help status after May 30, 2010, and the breeds have no reported record of disturbances or damages, either to PTHD or Tribal Law Enforcement.
- E. Tenant shall make regular and proper disposition of trash and garbage, not display any signs, and not use the Premises for any illegal or immoral purposes.
- F. Tenant shall ensure proper and sufficient control of the conduct of all members of the household and guests while on the Premises.
- G. Tenant shall use reasonable care to keep the Premises in such condition as to prevent health or sanitation issues from arising.
- H. Tenant shall use all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances which are part of the Premises, and the property of the PTHD, in a proper, safe, sanitary, and reasonable manner.
- I. Tenant shall abide by PTHD's policies and regulations as they currently exist and as they may be from time-to-time amended by PTHD.
- J. Inspections.
 - 1. Tenants shall permit a duly authorized agent, employee or representative of the PTHD to enter the Premises for the purpose of examining the condition thereof. Such

an entry may be made during reasonable hours after a forty-eight (48) hour advance notice in writing to Tenant of the date, time and purpose. PTHD shall also have the right to enter Tenant's Premises without prior notice to Tenant if PTHD reasonably believes that an emergency exists which requires entrance.

2. PTHD will inspect the Premises annually to ensure that it is properly used and that it is maintained in good condition. For new Tenants of the Premises, PTHD may, on a case by case basis, set up a monthly inspection for the first year of occupancy. The annual inspection shall also document the condition of the Premises for Tenant's file and provides PTHD with a basis for providing counseling on home use or routine maintenance.
 - i. An inspection may result in mandatory routine maintenance being required of Tenant on the Premises.
 - ii. If routine maintenance is required, a plan of action will be developed between PTHD and Tenant listing specific routine (maintenance actions needed and target dates.
 - iii. If routine maintenance is required and a plan of action was developed, PTHD will follow up with subsequent inspections on dates specified in the plan to assure necessary compliance by Tenant. If maintenance problems arise again or persist, in the determination of PTHD, PTHD may contact other tribal departments, including Social Services, in an effort to determine if a more substantial services plan of action is necessary to both preserve the condition of the Premises and also provide the Tenants sufficient intervention prior to any potential eviction proceedings.
 - iv. In the event of an emergency situation, unscheduled maintenance inspections may be conducted. Tenants may not receive advance notification in such cases. As indicated above under subsection (c), this may include coordination with the Law Enforcement, Child Protective Service, Social

Services, or other agencies which will have obtained approval from PTHD to be present for the emergency unscheduled inspection.

- v. Prior to the time Tenant moves in, PTHD and Tenant shall inspect the Premises and sign a written statement of its condition, known as the Move-In Inspection Report. Upon move-in, Tenant shall be given a copy of the Move-In Inspection Report to review and list any deficiency or damage not noted on the report.
- vi. Upon vacating, Tenant is responsible for inspecting the Premises with the PTHD. PTHD shall prepare a Move-Out Inspection Report, and this report will be used to compare with the Move-In Inspection Report as a basis for determining charges, if any, for which Tenant is responsible. If Tenant or his agent fails to appear for a scheduled final inspection, PTHD may conduct the inspection without Tenant, and Tenant agrees to accept the inspection conducted by PTHD.
- vii. The Move-Out Inspection Report and calculation of charges will be prepared as soon as practicable after the inspection is completed.
- viii. The cost of repairs needed that are not the result of normal wear and tear, or that are the result of Tenant failing to carry out maintenance responsibilities of the Tenant, will be charged to the Tenant. The cost to be charged to the Tenant shall be that amount of the cost to bring the Premises back to the habitable condition existing at the time Tenant initially took possession of the Premises or at the time PTHD carried out any rehabilitation (whether substantial or moderate), whichever is later.
- ix. The Maintenance Representative will determine the renovation work requirement and after completion, inform the Executive Director of the availability of the Premises. If the Premises is abandoned the cost to put Premises in good condition will be charged to the account of the vacated Tenant.

K. Housing Standards

In both construction of new dwelling and rehabilitation of existing ones whether the work is done by PTHD employees or outside contractors, certain acceptable standards of workmanship and health, and safety must be adhered to. In this regard, all work shall conform to international building codes (IBC), local building codes, and tribal building codes.

1. Goal of Housing Standards: PTHD is committed to providing "decent, safe, and sanitary" housing, with those resources available, follow income families at an affordable cost. To accomplish this, the following building code standards set forth basic housing quality minimum standards which all Premises must meet at the time of move-in and following any related scope of work requirements upon the completion of scheduled inspections. The minimum standards as set forth therein must provide for compliance to health and safety standards.

2. Minimum Standards

i. Sanitary Facilities: No leaking or clogged toilets, septic system (or connecting sewer line from house) and components including inspection port filter. If present, the conditions must be corrected. Septic tank pumping is to be performed as needed. Electrical pumps and controls are to be functioning properly.

ii. Food Preparation and Refuse Disposal: Refrigerator and range must be fully operational; each Premises has been assigned a garbage can or tote and is or will receive scheduled service. No garbage, trash, etc. is to accumulate on the Premises.

iii. Space and Security: No broken windows, access doors are to be secure, locks must function as intended.

iv. Thermal/Environmental: Adequate heat in the

Premises; baseboard, furnaces, wood or propane stoves are determined to be safe and functioning as expected.

- v. Illumination and Electricity: All outlets and switches work, switch plates are not missing. The dwelling as a Premises has functional electrical lighting from room to room. Porch lights and security lights, if present, are functional.
- vi. Structure and Materials: No severe foundation cracks causing misalignment of foundation or house; no evidence of structural rot or deterioration, including floors, walls and roofs. Insulation is adequate.
- vii. Interior Air Quality: There must be sufficient ventilation in the dwelling, either by window vents, bathroom and all house fans; sufficient height between door and floor to allow air circulation; proper home maintenance by residents to prevent mold and mildew.
- viii. Water Supply: Each dwelling is to have adequate water supply. Any wells to be tested or health and safety prior to initial occupancy and periodically potential problems are noted during periodic inspections. Supply lines dwelling to be free of any known leaks; water meter coffins to be evident on site, with functioning meters and proper covers.
- ix. Lead Based Paint: All HUD-assisted homes managed by PTHD (currently in our immediate service areas - Pierce County) were built after 1978 and lead paint is not present. Any non-HUD homes built prior to 1978 worked on by PTHD shall be inspected and tested for presence of possible lead based paint and corrected as a condition of any further work in such Premises under the procedures for testing and remediation as set forth in the EPA

Guidebook--the lead based paint pre-renovation education rule. This guidebook is available through PTHD construction/rehab staff and in the Director's file with this policy.

- x. Access: Each dwelling until shall be determined to have safe access from hazardous obstructions, such as severely cracked sidewalks, porches, hazardous trees, trash garbage around access/egress entrances to the home, and for new homes, windows conforming to fire code dimensions and distance from floors for reasonable exit.
- xi. Site, Sanitary Conditions and Neighborhood: The Premises and neighborhood shall be free of junk or in-operative vehicles, and there is to be no trash or garbage strewn about. Any active presence of rodents in or on a housing lot shall be addressed and corrective measures taken. Where young children are present, concern will be given to installing speed bumps, speed limit signs, stop signs and bus shelters when it is included in the IHA housing plan.
- xii. RVs, Trailers, Boats, Boat Trailers, and Tents: All recreation vehicles, camping trailers, camping tents, and similar structures or vehicles are prohibited from PTHD Rental and Homebuyer Premises without the specific and advance written permission of PTHD. Boats and boat trailers are prohibited unless they have a current, unexpired permit from the Tribe.
- xiii. Smoke Detectors and Carbon Monoxide Detectors: Smoke detectors and carbon monoxide detectors shall be placed in all homes and tested at scheduled times of inspections. Any inoperative detectors shall be made operative or replaced. Tenants are strictly prohibited from damaging, removing, or tampering with a smoke detector or carbon monoxide detector. If a Tenant removes,

tampers with or damages a smoke detector or carbon monoxide detector, he or she will be charged with the costs for replacement, as well as assessed a fine as determined at the sole discretion of PTHD.

- xiv. Interior Walls: Deterioration of walls or holes in walls that allow drafts or prevent proper insulation, or create safety or other health concerns shall be corrected. This especially refers to perimeter walls.
- xv. Interior Ceiling: Deterioration of ceiling or holes in ceiling that allow drafts, prevent proper insulation and are attributable to water leaks and create a safety or other health concern and shall be corrected.
- xvi. Interior Floors: Deterioration of floors resulting in hazardous "soft" spots due to water damage, rot or delaminating that will most likely get worse and that may cause and occupant to break through or trip, or similar deterioration under sinks, appliances or fixtures and shall be corrected. This may also apply to vinyl to the extent seams or wear area cause tripping hazards to occupants. This may not apply to "worn areas" in floors that do not present a clear safety hazard.
- xvii. Other Resources: Homes built with funder participants other than HUD may have certain standards that shall be maintained, involving special fixtures, access for disabled, special elders needs, energy efficiency, etc., including, for example, homes constructed under "Evergreen Sustainable Development Criteria." In these instances, these standards will also apply in addition to the above standards as part of compliance requirements of the particular funder.

L. Work Order Procedure

- 1. PTHD shall perform all required maintenance or repairs,

whether it is for Mutual Help Premises, HOPA Premises, or Rentals , through an approved Work Order. Tenants shall request a Work Order in person, or by phone or fax, 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 PTHD to enter the Premises. PTHD will determine the status of the Work Order (emergency or routine). Once PTHD approves the request, then a maintenance person will be assigned to perform the work. Any emergency Work Orders must be immediately performed to prevent any injury or further damage. Emergencies will be determined by any condition, which may threaten the life, safety or health of the occupants or severely affect the immediate surroundings of the Premises. Assigned maintenance staff will report the labor hours plus material used on the forms provided.

2. Upon completion of inspection and review, the Work Order will be submitted to the Tenant. The Work Order charges must be paid by the Tenant no later than 30 days after receipt of the Work Order. Payments should be made to PTHD Resident Services.

M. Schedule of charges for type of work performed (these charges are subject to adjustment by PTHD from time-to-time at PTHD's discretion; such adjustments shall become effective upon being posted in the PTHD office):

The following charges shall be assessed on a pro-rated basis per PTHD staff person carrying out the work, with a minimum of one hour billed for any work that takes one hour or less to complete, and broken out into 15 minute increments for any amount of time over the first hour. **For example**, if two staff persons are required to carry out maintenance for 1 hour and fifteen minutes at \$25.00/hour, the charge would be \$62.50 (\$25.00 per hour per each person for the first hour, \$6.25 for the additional 15 minutes per each person).

1. Charges for extra painting, cleaning and wall paper

or decal removal charge: Where the need for painting all or part (including touch-up) of a Premises exists, due to abuse or neglect by the Tenant or guests, the Tenant or guests, the Tenant shall be charged for the share of the costs attributable to their acts at the current labor rate, including materials. In some cases of severe damage actual total cost shall be charged and justification attached to the Work Order.

2. Cleaning and Janitorial: Currently the set hourly rate is \$25.00 and may be reviewed to adjust annually.
3. Cleaning for Range/Refrigerator: Currently the set hourly rate is \$25.00 and may be reviewed and adjusted annually.
4. Extra Cleaning/Janitorial: This charge covers janitorial cleaning and /or preparation work necessitated by Tenant neglect and shall be based on the actual maintenance time involved at the current labor pay rate, but no less than \$25.00 per-hour.
5. Removal of Wallpaper/Decal: This charge shall be based on the actual time involved at the current labor pay rate, but not less than \$25.00 per hour.
6. Charge Scheduled for Glass Replacement: Window Glass replacement charges shall be based on the actual cost of the glass plus the cost of time involved at the current labor pay-rate, but no less than \$25.00 per hour.
7. Charges for Cleaning or Replacing Drapes: The charges for cleaning window covering shall be based on the actual cost. This also shall apply to replacement cost.
8. Charges for Damage to Dwelling Equipment (ranges, hot water tanks, refrigerators, baseboard heater(s) and heaters, etc.): Because of a great variety of replacement parts and variations in the extent of damages that are possible to dwelling equipment, this charge shall be based on the actual cost of the part (s)

needed for repair and the actual labor involved at the current staff maintenance pay rate, but not less than \$25.00 per hour.

9. Charges for Damage to Building and Fixtures: Since this cost cannot be standardized, the cost to repair the damage shall be based on direct material and labor cost involved at the current staff maintenance pay rate, but not less than \$25.00 per hour, this includes items such as glass replacement for light fixtures, floor tiles, holes in walls, etc.
10. Charges for Damage Caused by Pets or Assistance Animals: The charges for repairs resulting from damage caused by pets or assistance animals shall be based on the actual cost, including cost to replace items irreparably damaged.
11. Miscellaneous Specific Charges: In general this cost will be labor plus materials, with these specific examples of other miscellaneous charges:
 - i. Key Charge: In all instances when a key is lost and not returned at the time of vacating the unit, or where an additional key is requested, \$10.00 charge.
 - ii. Lock Out: In all instances where assistance is rendered after working hours. Charges shall be actual cost for time and material.
 - iii. Change Locks: On all occasions when requested by Tenant, or as a result of a failure to return keys, charge will be the actual cost of new lock core(s) or re-keying plus actual labor cost, but no less than \$25.00 per-hour. Provided, however, that for each successive occasion where the same Tenant has lost or failed to return keys, PTHD will charge an additional and increased amount as an administrative fee. These charges and costs will be assessed prior to beginning the work.

- iv. Toilet Stoppage: Instances where Tenant is responsible actual cost of replacing any parts plus actual labor cost, but no less than \$25.00 per-hour. (Note - if PTHD staff is required to work where toilet has over-flowed, Tenant shall clean surrounding area first).
- v. Flush Tank Lid: All cases where Tenant responsible for breakage. Charge: cost shall be the actual cost plus labor at current pay-rate, but no less than \$25.00 per-hour.
- vi. Sink, Tub, or Basin Stoppage: All cases where Tenant is responsible. Charge: cost shall be the actual cost plus labor at current pay-rate, but no less than \$25.00 per-hour.
- vii. Cleaning Furnace: All cases where this must be done due to Tenant neglect. PTHD will charge the actual cost incurred by PTHD for cleaning.
- viii. Cleaning Yards: All cases where this must be done due to Tenant neglect. Charges shall include actual time involved at current labor pay-rate, but no less than \$25.00 per hour.
- ix. Lawn Mowing: Whenever an able-bodied Tenant does not cut and rake grass and the work must be done by the PTHD at the rate of \$25.00 per-hour, plus \$5.00 fuel charge. (Does not apply to elders or disabled when activities are included in the Indian Housing Plan).
- x. Garbage and Debris Removal: All instances when left by Tenant, regardless of how much. \$25.00 per hour.
- xi. Removal of Tenant Property to Dump: All cases when left by Tenant. Chairs, small tables, small items, overstuffed chairs, mattresses, box springs, chest or rockers, davenport, couch, washing machine or dryer and clothes, or other material left by

Tenant. Charge: \$25.00 per hour, plus any applicable dumping fees.

- N. On-Site Orientation and Training: Tenants shall, as a condition of occupying the Premises, participate in any PTHD-provided on-site maintenance training programs, designed to train and develop skills to preserve the buildings, health and safety within PTHD administered properties and programs. Reasonable notice shall be provided of training opportunities. Such training may be required for Tenants with deferred or required maintenance.
- O. METHAMPHETAMINE TESTING, REMEDIATION, AND RELOCATION. PTHD has adopted a Methamphetamine Contamination Testing Policy which shall apply to all units managed by PTHD. That Policy is incorporated herein by reference.

HomebuyerTenant Premises

SECTION III. RENTAL MAINTENANCE POLICIES

In addition to the general maintenance policies in Section II, the following maintenance policies shall also apply to Rental Tenant Premises administered by PTHD.

- A. Rental Tenants shall be responsible for the cost of repairs or maintenance to the Premises that are the result of deliberate or reckless acts, negligence, carelessness, or abuse by Rental Tenants, members of their household, visitors, of guests, and for the costs of repairs and maintenance that are not the result of normal wear and tears.
- B. For the purposes of this Policy, "normal wear and tear" means deterioration to the condition of the Premises that occurs without deliberate or reckless acts, negligence, carelessness, or abuse by Rental Tenants. While it is difficult to provide a specific definition of normal wear and tear that will cover every circumstance, PTHD, in its responsibility to provide maintenance for normal "wear and

tear", shall make the determination of whether damage is normal wear and tear by taking into account the age of the Premises, the nature of the damage, the length of time Rental Tenant has occupied the Premises, and whether Rental Tenant has lived up to his/her responsibilities, as defined in Section II or as further defined below. The following chart sets out a non-exclusive list of comparisons to be used by PTHD as a guide in making the determination as to whether a specific maintenance item is the result of normal wear and tear or is the fault of Rental Tenant:

NORMAL WEAR AND TEAR	DAMAGES
Minor marks on or nicks in wall.	Holes in wall larger than nail size (picture hanger) or excessive nail holes.
Faded, cracked or chipped paint	Crayon marks, writing on walls, unapproved paint color or excessive dirt requiring more than one coat to cover
Plaster cracks from setting	Holes in walls from door knobs, carelessness, punching, etc.
Loose wallpaper.	Ripped, torn or marked up wall paper.
Carpeting/curtains slightly worn or faded by the sun.	Torn, stained or burned carpeting or curtains.
Rug worn thin by use	Stains or orders in rug caused by pets, spills or leaks.
Minor scuffing on wood floor.	Large gouges or scratches on wood floor.

Vinyl flooring worn thin by use.	Vinyl flooring with tears, holes or burn marks.
Water stained vinyl flooring by shower.	Un-cleanable tiles or grout requiring replacement.
Stains on old porcelain fixtures that have lost protective coating.	Grime coated bathtub or toilet
Bathroom or other mirrors beginning to de-silver (black spots)	Mirrors broken, missing, or caked with grime.
Toilet running or unstable.	Broken toilet seat or tank top.

Worn gaskets on refrigerator.	Broken refrigerator shelves, trays, bins, or bars.
Worn countertops.	Burns or cuts in countertop.
Cabinet doors that will not close all the way due to settling or standard use.	Greasy, sticky, or broken cabinets or interiors.
Loose hinges or door handles.	Damages to door or door frame from forced entry or attempted forced entry, or by intentional contact with door or frame.
Closet door off track.	Damaged or missing closet door, door knobs, or handles.
Slightly dusty blinds.	Missing, broken, or bent slats on blinds.
Slightly dirty windows or screens.	Broken windows or torn or missing screens or storm windows.

- C. Rental Tenant must abide by the following requirements in order to maintain the condition of the Premises.
1. Rental Tenant, members of Rental Tenant's household, and any guests or other persons under the control of Rental Tenant will not damage or remove any part of the Premises or community development. Rental Tenant will be charged for the cost of repair and restoration to his Premises for any damage or removal caused by Rental Tenant, any member of Rental Tenant's household, any guest of Rental Tenant, or any other person or event under Rental Tenant's control, and such charge will become immediately due and owing.
 2. Rental Tenant shall use the Premises as his primary residence and to pursue only those businesses in the dwelling or property that are permitted under the law

of nuisance and approved in writing by PTHD.

3. Where the Rental Premises is a single-family dwelling (i.e., not part of an apartment complex or other multi-family dwelling) Rental Tenant shall to keep the Premises clean and sanitary, and to maintain the yard in front, sides, and/or rear of the Premises in a neat and orderly manner. Rental Tenant agrees to maintain the lawn and shrubs by regularly mowing and watering and to keep the exterior and surrounds clean and neat without accumulations of litter or garbage. In the event the lawn is not maintained by Rental Tenant, the PTHD will enter in and do maintenance and charge Rental Tenant the current maintenance service rate.
 4. Rental Tenant shall make regular and proper disposition of trash and garbage, not display any signs, and not use the Premises for any illegal or immoral purposes.
 5. Rental Tenant shall ensure proper and sufficient control of the conduct of all members of the household and guests while on the Premises.
 6. Rental Tenant shall use reasonable care to keep the Premises in such condition as to prevent health or sanitation issues from arising.
 7. Rental Tenant shall use all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances which are part of the Premises, and the property of the PTHD, in a proper, safe, sanitary, and reasonable manner.
 8. Rental Tenant may not paint any portion of the interior or the exterior of the Premises.
 9. Rental Tenant shall abide by PTHD's policies and regulations as they currently exist and as they may be from time-to-time amended by PTHD.
- B. Non-Routine Maintenance: If a Premises is extensively damaged, through no fault of the Rental Tenant, PTHD will coordinate with the Rental Tenant to relocate the family and Immediately schedule the Premises for renovation. Such damages may occur as a result of fire, floods, wind, damages by vehicles, explosions, storms, or other uncontrollable

situations. PTHD will determine the safety of the Premises and amount of damage and take appropriate protective action. Written reports will be prepared by the assigned Maintenance Representative for the Director's review to assist in determining in the appropriate process to repair the Premises. **If damages are determined to be the fault of the Rental Tenant, PTHD will decide on the appropriate charges, course of action, and may initiate the Rental Agreement termination process.**

- C. Insurance Claims: PTHD will be responsible for filing all insurance claims that are covered in the insurance policy. Rental Tenants are responsible for security personal property insurance. PTHD will insure only the dwelling unit. It is the responsibility of the Rental Tenant to notify PTHD of any damages which could results in an insurance claim.
- D. Renovations: PTHD will undertake major renovations when necessary. 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. Rental Tenants will be provided advance notifications of any planned renovations and possible relocations.
- E. Structural Changes: PTHD may change the structure of a Rental Premises if extensive work or major renovation is already planned or if it determines that the structural changes would be beneficial to either the Tribe's or PTHD's operations (e.g. disabled accessibility improvements, redesign of floor plans for practical purposes). Rental Tenants shall not make any structural changes. Rental Tenants will be provided advance notification of a possible relocation.
- F. Responsibility of PTHD: PTHD will be responsible for maintaining the Premises in a safe condition by performing regular inspection, preventive maintenance, conducting necessary repairs and ensuring the productive and useful life of the Premises. PTHD 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 Premises and for proper control of manpower and materials. PTHD will coordinate and maintain standards for customer service through

communication and publication of its policy to the rental occupants.

G. Preventive and Routine Maintenance Procedures: Based on the analysis of new construction and inspections of Premises under management, preventive and routine maintenance will be provided to minimize the need for costly maintenance at some future time. Maintenance personnel will annually plan the service schedule for heating systems, fire extinguisher, smoke alarms, refrigerators and appliances, weatherization items or corrections to the dwelling units or grounds. Efficient and effective implementation of the preventive maintenance plan will be required by management. The required annual inspection as a part of the PTHD policies will also dictate special maintenance repair needs. Once the needs are identified for a particular Premises, they will be placed on the "Maintenance Schedule" identifying the need, who is assigned to perform the work and on what date. A "Work Order" is also generated for each Premises. Once the Work Order is complete, it becomes part of the resident file documents. Both PTHD and the Rental Tenant are required to sign the Work Order, including who is responsible for payment of the cost.

1. In the stocking of materials and supplies, maintenance personnel will utilize PTHD's Procurement Policy. In accordance with audit requirements, PTHD will conduct an annual physical inventory. These procedures will be part of the routine maintenance scheduling.
2. Routine Maintenance Items: The PTHD shall provide for and perform routine, recurring maintenance tasks for normal wear and tear which include minor repairs and replacement which are not a result of damage caused by the Rental Tenant. Routine maintenance items, e.g. interior painting, painting of the exterior (if applicable), replacement of appliances, furnace checks (if applicable), baseboard heater checks, gas stove, hot water tanks, basic plumbing and electrical for example shall be needed but no longer than every five years. (Life span of appliances is 8+ years).
3. Emergency Standby Coverage: A standby coverage will be scheduled and posted. After the normal working hours,

PTHD will assign a Maintenance Representative to serve on standby status to respond to emergency calls by Rental Tenants. Such calls may be for broken windows, broken water lines, power outages, heating problems during winter, septic backups, or other emergencies threatening the health and safety of the Rental Tenants.

- H. Landscaping and Grounds Maintenance: Rental Tenants in rental houses/non-apartment Premises will be responsible for cleaning the lot on which the Rental Premises is located. Weeds and other rubbish will not be allowed to accumulate. Inoperative or junk cars will not be permitted on the grounds. Any landscaping shrubs, trees, lawns, and other plants will be the responsibility of the Rental Tenant to maintain, by performing tasks such as watering, pruning, mowing and other works. Rental Tenants in rental apartments, and qualified elders, are not required to adhere to landscaping and grounds maintenance policies. Some exceptions may be made for elders and disabled residents whereby PTHD provides these services, as noted above.
- I. Fencing: If the Premises is not fenced and the Rental Tenant desires fencing, PTHD may approve the request and the proposed materials to be installed. All requests maybe submitted in writing, with a sketch of the proposed fence and location on the property. Generally, all purchases and installation costs of fences will be at the expense of the Rental Tenant, unless PTHD offers to pay certain costs because of the health or safety concern, or if a preexisting fence installed as part of the housing development has deteriorated and needs repair or replacing. In any event, PTHD shall become the owner of the improvement.
- J. Pest Control Service: Rental Premises will be treated for pest control from time to time as needed. PTHD will be responsible for securing these services. Prior to treatment, Rental Tenant will be notified for scheduling. If the Premises are badly infested, Rental Tenants may be required to relocate or participate in preventive training.

During the routine inspection, the assigned PTHD representative will note the need for additional attention. Any need to temporarily remove furniture, plants, food, or pets will be the responsibility of the Rental Tenant. The cost of the service will be charged to the Rental Tenant, unless the Housing Advisory Committee directs PTHD to pay, using the Tribe's Housing Block Grant funds.

- K. Sanitation Service: All Rental Tenants are required to dispose of garbage in either receptacles or containers provided by PTHD, using scheduled garbage service, or by taking their garbage to a county transfer station. PTHD will be responsible for trash pickup services. Currently, all residents are signed up for garbage service and pay for costs monthly, along with their regular containers, and placing the receptacles on the street curbs on the regularly scheduled pick up service day. Burning trash in yards will not be allowed. Compliance with ideal and/or tribal environmental health regulations will be enforced.

SECTION IV. MAINTENANCE POLICY AND PROCEDURE FOR MUTUAL HELP PREMISES (1937 ACT PREMISES)

- A. In addition to the foregoing policies providing for the general maintenance responsibilities for all Tenants (Section II) and the rights of the PTHD to inspect and/or act in emergency situations to protect the Premises of the PTHD (Section II of this Policy), the Mutual Help and Occupancy Agreements (MHOA) set specific requirements on both PTHD and the MHOA Homebuyer Tenant regarding maintenance of Mutual Help Premises. The MHOA at section 8.4 (a) sets out the MHOA Homebuyer Tenant's maintenance responsibility in Mutual Help program: "the Homebuyer shall be responsible for routine and non-routine maintenance of the home, including all repairs and replacement (including those resulting from damages from any cause)."
- B. MHOA Homebuyer Tenants are responsible for all routine and non-routine maintenance and repairs to the Premises and any appliances provided and installed with the Premises. The

failure of the MHOA Homebuyer Tenant to provide maintenance and repairs as required in this Section will be treated as a breach of their MHOA. If the MHOA Homebuyer Tenant fails or refuses to provide maintenance and repairs to the Premises or any appliances provided and installed with the Home, the PTHD may, but shall not be required or obligated to, provide and pay for the necessary maintenance and repairs. If the PTHD elects to provide or pay for the necessary maintenance and repairs, the PTHD shall provide the MHOA Homebuyer Tenant with notice of the amount of any charges for maintenance and repairs paid for or incurred by the PTHD under this paragraph and the MHOA Homebuyer Tenant shall reimburse the PTHD for all such amounts within thirty (30) days of the notice.

- C. **Improvements or Additions:** The MHOA Homebuyer Tenant may make structural and other improvements and additions to the Premises so long as they are compliant with PTHD policies; **provided, that the MHOA Homebuyer Tenant must secure the written consent of the PTHD prior to making any such improvements or additions.**

- D. PTHD must give MHOA Homebuyer Tenants a copy of their annual inspections and review with them what repairs are necessary. The PTHD shall not be obligated to pay for or provide any maintenance of the Mutual Help Premises other than correction of warranty items reported during the applicable warranty period. PTHD's NAHASDA Block Grant funds may, in certain instances, cover items on warranty if work was performed by PTHD. The PTHD warranty period is one year. Section 8.4(b) of the MHOA states: "Failure of the Homebuyer to perform the maintenance obligations constitutes a breach of this agreement and grounds for its termination." Typical required repairs may include for example replacing floor coverage for any reason, repairing rotten floors, replacing toilets, pest control, etc. See also Section II of this Policy for required repairs and standards.

- E. PTHD's NAHASDA Block Grant funds can, under certain

circumstances, be used for "moderate" or "substantial rehabilitation of affordable housing," including Mutual Help housing. PTHD will determine whether Premises are in need of moderate or substantial rehabilitation.

- F. For rehabilitation that is not moderate or substantial, or for any rehabilitation that is required due to MHOA Homebuyer Tenant's actions or omissions, the MHOA Homebuyer Tenant is responsible for paying the costs. The normal funding alternative mechanism under such circumstances, if the MHOA Homebuyer Tenant does not have the funds to pay for the rehabilitation, is a loan from the MHOA Homebuyer Tenant's Monthly Equity Payment Account (MEPA). If there are not sufficient funds in the MEPA, PTHD may carry out the work if MHOA Homebuyer Tenant enters into a payback or will-pay agreement. In order to obtain this kind of financing, MHOA Homebuyer Tenant must enter into a financial management classes and pay PTHD 1/3 of earnest money upfront. Under certain limited circumstances, PTHD may decide, or may be directed by the Tribe, to use non-HUD funding (non-program income, Tribal funds, etc.) to assist MHOA Homebuyer Tenants by subsidizing maintenance and repairs that do not qualify as "moderate or substantial rehab."
- G. The PTHD may provide repair training for MHOA Homebuyer Tenants with the MHOA Homebuyer Tenant only being charged for parts, in which repairs will be carried out by PTHD (or by a PTHD contractor) on an MHOA Premises with the MHOA.
- H. Homebuyer Tenant participating or observing. This repair training option is conditioned on the MHOA Homebuyer Tenant whose name appears on the MHOA or a designated household member age 18 or over, participating in or observing the training. The PTHD shall not be liable for any acts associated with training related work for designees under the age 19. If the MHOA Homebuyer Tenant or designee is not present and misses the scheduled training, the MHOA Homebuyer Tenant shall be charged for parts and labor. The MHOA Homebuyer Tenant shall be granted forgiveness for labor charges, if they or their designee miss one appointment in

any given calendar year, but thereafter any scheduled training for which they do not personally participate during the year will incur charges for labor. In cases where the cost of repair is greater than the cost of replacement, the replacement cost shall apply. In certain instances, a life cycle has been established and in these instances the MHOA Homebuyer Tenant shall be charged on the basis of the unused period. In certain instances, PTHD may elect to grant the cost of health and safety rehabilitation to low income elders and disabled and handicapped person in MHOA Premises who may not otherwise have the resources to maintain the Premises or make essential disabled access accommodations.

- I. The following violations of MHOA Homebuyer Tenant Maintenance Policy Responsibilities, may result in PTHD termination of MHOA agreement, or other remedies:
1. The MHOA Homebuyer Tenant or any members of the MHOA Homebuyer Tenant's household fail to comply with all applicable building and housing codes.
 2. The MHOA Homebuyer Tenant uses the Premises or permits the Premises to be used for any purpose other than as the principal residence of the MHOA Homebuyer Tenant and members of the MHOA Homebuyer Tenant's household.
 3. The MHOA Homebuyer Tenant fails to dispose of all ashes, garbage, rubbish and other waste from the Premises in a sanitary and safe manner.
 4. The MHOA Homebuyer Tenant, any member of the MHOA Homebuyer Tenant's household, or any guest or other person the MHOA Homebuyer Tenant permits to be on the Premises destroy, deface or damage the Premises or any part of the Premises.
 5. The MHOA Homebuyer Tenant, any member of the MHOA Homebuyer Tenant's household, or any guest or other person the MHOA Homebuyer Tenant permits to be on the Premises by the MHOA Homebuyer Tenant fail to use any electrical, plumbing, sanitary, heating, ventilating,

air-conditioning or other facilities or appurtenances in a reasonable manner.

6. The MHOA Homebuyer Tenant fails to provide needed repairs or necessary maintenance to the Premises or fails to keep and use the Premises in a clean and safe condition.

SECTION V. MAINTENANCE POLICY FOR HOUSING OPPORTUNITY PROGRAM
AGREEMENT (HOPA) HOMES

- A. Homebuyers in the Housing Opportunity Program Agreement (HOPA) Program (HOPA Homebuyer Tenant) shall be responsible for all routine and non-routine maintenance and repairs to the Premises and any appliances provided and installed with the Premises. The failure of the HOPA Homebuyer Tenant to provide maintenance and repairs as required in this Section will be treated as a breach of their HOPA Agreement. If the HOPA Homebuyer Tenant fails or refuses to provide maintenance and repairs to the Premises or any appliances provided and installed with the Home, the PTHD may, but shall not be required to or obligated to, provide and pay for the necessary maintenance and repairs. If the PTHD elects to provide or pay for the necessary maintenance and repairs, the PTHD shall provide the HOPA Homebuyer Tenant with notice of the amount of any charges for maintenance and repairs paid for or incurred by the PNHA under this paragraph and the HOPA Homebuyer Tenant shall reimburse the PTHD for all such amounts within thirty (30) days of the notice.
- B. Improvements or Additions: The HOPA Homebuyer Tenant may make structural and other improvements and additions to the Premises so long as they are compliant with PTHD policies; **provided, that the HOPA Homebuyer Tenant must secure the written consent of the PTHD prior to making any such improvements or additions.**
- C. Inspection: The HOPA Homebuyer Tenant shall permit the PNHA to inspect the Premises being occupied under the HOPA Agreement in accordance with the policies and procedures of

the PTHD relating to inspections (Section II of this Policy).

- D. Access: The HOPA Homebuyer Tenant shall provide the PTHD with access to the Premises to cure breaches under the HOPA Agreement. Upon forfeiture or termination of the HOPA Agreement the PTHD shall have unlimited and unrestricted right of access to the Premises.
- E. The PTHD may provide repair training for HOPA Homebuyer Tenants with the HOPA Homebuyer Tenant only being charged for parts, in which repairs will be carried out by PTHD (or by a PTHD contractor) on a HOPA Premises with the HOPA Homebuyer Tenant participating or observing. This repair training option is conditioned on the HOPA Homebuyer Tenant whose name appears on the HOPA or a designated household member age 18 or over, participating in or observing the training. The PTHD shall not be liable for any acts associated with training related work for designees under the age 19. If the HOPA Homebuyer Tenant or designee is not present and misses the scheduled training, the HOPA Homebuyer Tenant shall be charged for parts and labor. The HOPA Homebuyer Tenant shall be granted forgiveness for labor charges, if they or their designee miss one appointment in any given calendar year, but thereafter any scheduled training for which they do not personally participate during the year will incur charges for labor. In cases where the cost of repair is greater than the cost of replacement, the replacement cost shall apply. In certain instances, a life cycle has been established and in these instances the HOPA Homebuyer Tenant shall be charged on the basis of the unused period. In certain instances, PTHD may elect to grant the cost of health and safety rehabilitation to low income elders and disabled and handicapped person in HOPA Premises who may not otherwise have the resources to maintain the Premises or make essential disabled access accommodations.
- F. The following violations of HOPA Homebuyer Tenant Maintenance Policy Responsibilities, may result in PTHD termination of HOPA agreement, or other remedies:

1. The HOPA Homebuyer Tenant or any members of the HOPA Homebuyer Tenant's household fail to comply with all applicable building and housing codes.
2. The HOPA Homebuyer Tenant uses the Premises or permits the Premises to be used for any purpose other than as the principal residence of the HOPA Homebuyer Tenant and members of the HOPA Homebuyer Tenant's household.
3. The HOPA Homebuyer Tenant fails to dispose of all ashes, garbage, rubbish and other waste from the Premises in a sanitary and safe manner.
4. The HOPA Homebuyer Tenant, any member of the HOPA Homebuyer Tenant's household, or any guest or other person the HOPA Homebuyer Tenant permits to be on the Premises destroy, deface or damage the Premises or any part of the Premises.
5. The HOPA Homebuyer Tenant, any member of the HOPA Homebuyer Tenant's household, or any guest or other person the HOPA Homebuyer Tenant permits to be on the Premises by the HOPA Homebuyer Tenant fail to use any electrical, plumbing, sanitary, heating, ventilating, air-conditioning or other facilities or appurtenances in a reasonable manner.
6. The HOPA Homebuyer Tenant fails to provide needed repairs or necessary maintenance to the Premises or fails to keep and use the Premises in a clean and safe condition.