



Regional Housing Authority

Maintenance & Inspection Policy

Tlingit Haida Regional Housing Authority

Adopted by the Board of Commissioners on
November 16, 2022

Resolution No. 22-21

This edition of the Maintenance policy was adopted by the Board of Commissioners of the Tlingit-Haida Regional Housing Authority by Resolution No. 22-21, November 16, 2022.

Updated
Resolution 20-11 March 13, 2020
Resolution 12-21 September 12, 2012

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I. PURPOSE:

To ensure that safe, decent and sanitary conditions exist in each of the dwellings owned or managed by Tlingit Haida Regional Housing Authority, hereafter referred to as THRHA. The Maintenance & Inspection Policy establishes the parameters to properly maintain THRHA housing units, apply consistent standards, practices, and provides appropriate and systematic charges to Tenants/Home buyers for repair expenses attributable to Tenant/Home Buyer damage of their units.

This policy shall be made available to program participants and applicants.

II. AUTHORITY: The President/CEO shall assume overall responsibility for the maintenance and control all THRHA properties. However, the President/CEO may designate the responsibility of managing properties to a Program Director.

III. DEFINITIONS:

A&O: Admissions and Occupancy

Alaska Landlord & Tenant Act: Covers the rental of a residence, such as an apartment, mobile home or house under the Uniform Residential Landlord and Tenant Act (AS 34.03.010)

Dwelling: A house or apartment.

Employee of THRHA: If a tenant is a THRHA employee, the employee must complete a payroll deduction for auto payment. If the employee's rent is past due the employee must agree to have balance deducted from their paycheck. Employees are required to follow all program rules and no exceptions will be made.

Homebuyer: A resident of a dwelling managed and or owned by THRHA who's rental agreement includes an option to purchase.

HQS: Housing Quality Standards.

Inspections: Documents the condition of the dwelling either in person or virtual.

Landlord: Owner of the dwelling.

Maintenance: Established standards and practices to ensure dwelling is maintained.

Normal Wear and Tear: The expected decline in the condition of a property due to normal everyday use. It is deterioration that occurs while living in a THRHA dwelling and is not caused by abuse or neglect.

Program Director: The THRHA employee managing the housing program as directed by the President/CEO.

Rental or Lease Agreement: Signed document between THRHA and the Tenant/Home Buyer that defines the responsibilities of each party.

Security Deposit: Payment to a landlord by Tenant to ensure that Tenant will pay the rent due, will maintain the property, and will not damage it.

Tenant: Anyone who rents a dwelling managed and/or owned by THRHA.

UPCS: Uniform Physical Condition Standards

IV. RESPONSIBILITIES

A. The Tenant/Home Buyer and THRHA are jointly responsible to future generations for ensuring that homes are used properly and well maintained. It is the responsibility of each Tenant/Home Buyer to take pride in their home by keeping it and the grounds in a decent, safe and sanitary condition at all times. Tenants are also responsible for helping maintain the general ambiance of the common areas and grounds by keeping it clean. THRHA is primarily responsible for providing maintenance for common areas and equipment and taking care of lawns and snow removal in common areas for tenants.

B. THRHA Responsibilities

1. Providing maintenance for all Rental Units resulting from normal wear and tear.
2. Provide exterior pest control as needed.
3. Coordinating counseling programs to train and advise Tenants/Home Buyers of their maintenance responsibilities prior to occupancy to include:
 - Operation and maintenance of appliances and equipment in the home.
 - Preventive maintenance programs.
 - Energy conservation.
 - Routine maintenance.
4. To the greatest extent feasible, THRHA will apply HQS standards, at a minimum, to determine normal wear and tear. Other credible standards may be applied in the absence of HQS standards or when required by a specific program, at the discretion of the Program Director.
5. Ensure that Home Buyers are maintaining their homes in accordance with HQS, or UPCS standards as required by program or grant requirements.
6. THRHA is responsible for the long-term planning of major renovations and modernizations for rental Units. 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.

C. Rental Tenant Responsibilities

1. Shall keep that part of the premises occupied and used by the tenant as clean and safe as the condition of the premise permit.
2. Shall dispose all ashes, rubbish, garbage, and other waste from the dwelling unit in a clean and safe manner.
3. Shall keep all plumbing fixtures in the dwelling unit or used by the tenant as clean as their condition permits;

4. Shall use a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, kitchen, and other facilities, and appliances including elevators in the premises.
5. May not deliberately or negligently destroy, deface, damage, impair, or remove a part of the premises or knowingly permit any person to do so.
6. May not unreasonably disturb or permit others on the premises with the tenant's consent to unreasonably disturb, a neighbor's peaceful enjoyment of the premises.
7. Shall maintain smoke detection devices and carbon monoxide detection devices as required under AS 18.70.095.
8. May not, except in an emergency when the landlord cannot be contacted after reasonable effort to do so, change the locks on doors of the premises without first securing the written agreement of the landlord and, immediately after changing the locks, providing the landlord a set of keys to all doors for which locks have been changed; in an emergency, the tenant may change the locks and shall, within five days, provide the landlord a set of keys to all doors for which locks have been changed and written notice of the change
9. May not, unreasonably engage in conduct, permit others, on the premises to engage in conduct, that results in the imposition of a fee under municipal ordinance adopted under AS 29.35.125.
10. May not allow the number of individuals occupying the premises to exceed the number allowed by applicable law, by a covenant limiting the landlord's use of the premises, or the rental agreement.
11. Further responsibilities are included in the Rental Agreement.

D. Home Buyer Responsibilities

1. Tenants in our rent-to-own or home purchase programs are responsible for all routine and non-routine maintenance of the home as outlined in the lease agreement, including pest control.
2. It is the responsibility of the Home Buyer to replace and maintain all smoke detectors located in the home. Smoke detectors are always to be in operating condition. Failure to do so is a violation of Alaska State Law.

E. Tenant/Home Buyer Responsibility for Damage

1. Tenants are responsible for any damage or neglect, including damage resulting from failure to report maintenance problems or from poor housekeeping practices.
2. Failure of Tenants/Home Buyers to meet the maintenance standards described in the Agreement or in these policies constitutes a breach of the Agreement and is grounds for termination. The following identifies, but is not limited to, circumstances resulting in damage:
 - a. Failure to use reasonable care to maintain all aspects of the Dwelling.
 - b. Use of any aspect of the Dwelling, or any fixture or appliance, in an improper manner or a manner for which that aspect of the Dwelling was not intended; or
 - c. Damage to any aspect of the Dwelling caused by abuse, vandalism, or neglect, or by a breach of the Agreement or Lease.

- d. If the condition of the property creates a threat to the life, health or safety of the occupants or a situation which will lead to damage of the unit, and the Tenant/Home Buyer fails to correct the deficiency in an expeditious manner or in a time period specified by THRHA, THRHA shall have the work done, and charge the cost thereof to the Tenant/Home Buyer's account.

F. Tenant Notification

Tenants/Home Buyers shall notify THRHA promptly of all known need for repairs and of any known unsafe conditions on the premises or grounds, which may lead to either damage or injury. THRHA staff can assist all Tenants/Home Buyers through inspection and counseling; however, THRHA maintenance staff will take charge of all repair work on rental homes. Any non-covered repairs made by THRHA are to be charged directly to the Tenant/Home Buyer's account.

G. Insurance

THRHA is responsible for carrying insurance on the structure of all property owned by THRHA. Tenants/Home Buyers are responsible for payment of the deductible for damage covered by THRHA's insurance carrier. The THRHA President & CEO will make the determination to charge or not to charge a Tenant/Home Buyer for the difference between the amount the insurance company covers and the total cost to repair or replace a unit.

H. Contents Insurance

THRHA does not provide contents insurance and will not be liable for damages to Tenant/Home Buyer's contents. All Tenants/Home Buyers will be counseled about the importance of content insurance.

V. Measure and Recovery of THRHA Costs

A. Tenant/Home Buyer Responsibility for Charges

Tenants/Home Buyers will be financially liable and accountable for loss, destruction, or failure to satisfactorily clean THRHA property, when the damage is due to Tenant/Home Buyer's fault. The cost will be based on physical inspection and/or other documentation provided by THRHA employees.

B. Documentation and Filing

All inspections must be accurate, thorough, and well documented and kept in the Tenant/Homebuyer's file.

C. Opportunity to Cure Breach

When Tenants/Home Buyers fail to conduct routine housekeeping, such as refilling oil tank, the Tenants/Home Buyers will be provided with an initial opportunity to conduct necessary housekeeping related repairs. If Tenant/Home Buyer should fail to perform the housekeeping related repair in good workmanship manner and/or timely, then THRHA will arrange to complete the repair at the Tenant/Home Buyer's expense.

D. Calculating Tenant/Home Buyer Charges

1. Whenever THRHA performs a repair, replacement, or maintenance task for which the Tenant/Home Buyer is responsible, the amount of the charge will be determined by THRHA on the following:
 - a. THRHA's actual cost for labor and materials; and
 - b. A schedule of costs for specific repairs, replacements and maintenance, maintained and updated as needed by THRHA.
2. In situations where the cost of repair exceeds the cost of replacement, the cost of replacement will be utilized.
3. Charges for actual costs of maintenance work will be based on
 - a. The wage plus fringe rate for the employee times the actual time worked is charged to the Tenant/Home Buyer plus material cost.
 - b. Time for pickup of supplies and travel time to and from the job site will be charged.
 - c. All maintenance charges will be clearly documented in the work order.
 - d. Work performed between the hours of 8:00am and 4:30pm Monday through Friday, exclusive of holidays, is considered normal work hours.
 - e. Work performed on weekends, holidays, or after 4:30pm and before 8:00am is charged at the overtime rate with a minimum charge of 1.5 hours. THRHA will charge time based on one (1) hour increments for all calls.

E. Aging Tables

For fixtures, appliances and other parts of the Dwelling that require non-routine repair or replacement, the following Aging Tables set out a presumption as to what percentage of the repair or replacement cost is attributable to normal wear and tear, and what percentage is attributable to Tenant Fault. Pursuant to Section II, these tables will be utilized for Tenants at the time of move-out, to determine the percentage of the repair or replacement cost to charge to Tenant.

Refrigerator and Range

Age of Appliance	1 y r	2 y r	3 y r	4 y r	5 y r	6 y r	7 y r	8 y r	9 y r	10 y r
% Payable by Tenant	100	90	80	70	60	50	40	30	20	10

Flooring

Age of Flooring	1 y r	2 yr	3 y r	4 y r	5 y r	6 y r	7 y r	8 y r
% Payable by Tenant	100	85	70	55	40	25	10	0

Square floor tile, vinyl and carpet repair/replacement will be Actual Cost of the

repair or replacement. Family size may be taken into account for determining fair wear and tear on all floor coverings.

Drapes & Blinds

Age of Drapes/Blinds	1 y r	2 yr	3 y r	4 y r	5 y r
% Payable by Tenant	1 0 0	75	5 0	2 5	0

Painting

Painting Useful Life	Up to 12 months	Up to 24 months	Up to 36 months	Up to 48 months
% Payable by Tenant	100	75	50	25

- f. Repainting a unit after four (4) years is considered as being attributable to normal wear and tear. Units that require painting after being vacated prior to four (4) years will be assessed charges for repainting based on a percentage of useful life remaining.

VI. Types of Maintenance

A. Routine Maintenance

Routine maintenance is the day-to-day, ordinary maintenance of structures and equipment that have deteriorated through normal wear and tear. It includes responding to service needs when items are not functioning correctly; making minor repairs to systems and equipment; and replacing component parts of systems and equipment.

B. Preventive Maintenance

1. Preventive maintenance minimizes the need for major corrective maintenance and maintenance expenses. There are two phases to the Preventive Maintenance Program:
 - Preventive maintenance inspections, and
 - The actual preventive maintenance performed by THRHA.
2. Preventive maintenance requires the establishing a regular, periodic schedule for the following (but not limited to) types of work:
 - Checking fire safety and detection equipment.
 - Inspecting, adjusting, cleaning and/or lubricating heating systems and equipment, such as boilers, furnaces, wood stoves and flues, ranges, hot water heaters, space heaters and refrigerators.
 - Inspecting and repairing plumbing systems and fixtures, including caulking around bathtubs, windows, and exterior door frames.
 - Inspecting, repairing and replacing worn parts in electrical systems and fixtures.
 - Inspecting and repairing roofs, gutters, and flashing.

- Inspecting and re-painting sealed surfaces which protect underlying structures and materials.
 - Inspecting for condensation, dampness, and rot in wood materials, and for rust in metal components, and taking corrective action as needed.
 - Correcting erosion and drainage deficiencies.
 - Fertilizing and cultivating planted areas.
 - Inspecting sewer lines, clean-outs and inspecting and pumping of septic systems.
 - Inspecting and patching paved surfaces.
 - Inspecting units for and controlling vermin and pests.
3. Preventive maintenance work is cyclical and will be scheduled according to the season. For example, heating systems should be inspected, cleaned, and repaired during the summer months to ensure that they will be operating smoothly when they are needed in the winter months.

C. Non-Routine Maintenance

Non-routine (or extraordinary) maintenance is replacement, or improvement of the structure, systems, or major equipment. Non-routine maintenance can be further defined as involving substantial expenditure, either planned or caused by unforeseen events (storms, abuse, vandalism). Non-routine maintenance can include:

- Replacing roofs.
- Replacing major systems of the home such as heating or electrical systems.
- Replacing major equipment such as water heaters or appliances.
- Replacing windows and doors.
- Performing landscaping, erecting and/or repairing retaining walls.
- Performing mold remediation, weatherization.
- Painting and/or residing the exterior of the home.

D. Emergency Maintenance

1. Emergencies are defined as the result of unexpected circumstances; a hazardous condition exists that threatens the health and safety of the occupant. Such as no heat in the winter, plumbing hazards, electrical hazards, and imminent structural collapse.
2. Tenants/Home Buyers reporting an emergency, THRHA will respond as soon as reasonably possible.
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 their Designee to decide and take the necessary steps to correct the health and safety deficiencies, up to and including, relocating the occupants if necessary and authorized immediate corrective action to repair the deficiencies to assure the occupants safety and wellbeing.

E. Warranty Repairs

It is the responsibility of the Tenant/Home Buyer, during the period of the applicable warranties (suppliers and manufacturers), to promptly inform THRHA of any deficiencies arising during the warranty period so that THRHA may enforce any rights under the applicable warranties. If a Tenant/Home Buyer fails to furnish such a notice in time, and THRHA is subsequently unable to obtain redress under the warranty, correction of the deficiency shall be the responsibility of the Tenant/Home Buyer.

VII. Work Orders

- A. The purpose of the Work Order is to monitor and track the repairs made to a unit. No work shall be initiated without a valid Work Order. Work Orders for emergencies may be completed after responding to the emergency if the situation warrants such action.
- B. The Work Order must record the following at a minimum:
 - Description of the required repair
 - Cost estimate
 - Environmental Review completion
 - Source of funds for payment
 - Signature of Tenant/Home Buyer that work was completed
 - Actual costs including hours worked by staff
- C. Completed work orders being billed to the Tenant/Home Buyer will be sent with an itemized billing.

VIII. Inspections

- A. Right of Inspection
 - THRHA retains the right of entry and inspection of the unit during the term of the tenancy (including allowing access to the unit by law enforcement officials) by providing a twenty-four (24) hour notice to make repairs or perform maintenance; supply necessary or agreed services; inspect for damages that identifies the stated time and will the best to pick a time that is mutually beneficial to both parties. THRHA may enter the dwelling without permission when: it is not possible to contact the tenant by ordinary means; the tenant has been gone from the property for more than seven days without notice; or there is an emergency such as smoke, water or explosion. Per The Alaska Landlord & Tenant Act tenants cannot unreasonably refuse to allow the landlord to enter.
 - Inspections may be done virtually with Tenant/Home Buyer and a Housing Staff member.
 - Inspection standards – UPCS are required by the Tax Credit Program, other units are required to follow HQS standards.
- B. Types of Inspections
 - Pre-occupancy (Move In): Prior to occupancy, the tenant/home buyer and THRHA

representative will conduct an inspection to document the existing condition of the dwelling.

- Special: THRHA has the write to make inspections with prior notification if THRHA is informed that the interior or exterior of the dwelling is not maintained in a safe and/or sanitary condition.
- Emergency: THRHA can conduct an immediate inspection of a unit if there is reasonable cause to believe an emergency exists that presents an immediate threat to the health or safety of persons or damage to dwelling.
- Triennial Inspection: Will occur every three years unless a program or grant requires an earlier inspection.
- Final (Move Out): The final inspection documents the condition of the home at the time THRHA regains possession of the home. All items needing repair/replacement or cleaning will be documented for the file. During the process of making repairs

Corrective Actions

1. An inspection may result in mandatory maintenance being required of a Tenant/Home Buyer. In this case, a plan of action will be developed between staff and the Tenant/Home Buyer listing specific maintenance actions needed and target dates. Staff will follow up with subsequent inspections on those dates to assure necessary compliance by the Tenant/Home Buyer. Special Inspections will continue to be scheduled until such time that THRHA is satisfied that the Tenant/Home Buyer is meeting the home maintenance and housekeeping requirements.
2. Emergency or health and safety deficiency findings will be followed up within 24 hours of the finding provided items needed to complete the repair are readily available in the community. If the Tenant/Home Buyer does not have the resources to correct the condition, THRHA will immediately have the corrective work done without first offering the Tenant/Home Buyer the opportunity to develop a plan of correction or to correct the condition themselves. The charge for the work done is charged to the Tenant/Home Buyer's account. The Tenant/Home Buyer will be given a copy of the maintenance to be performed and details of the cost.
3. If the Tenant/Home Buyer fails to respond and or neglects the notice, THRHA shall follow procedures set forth for breach of Agreement or Lease as listed under Tenant/Home Buyer responsibilities.
4. A Tenant/Home Buyer's refusal to allow THRHA to enter the premises and all buildings as described in the THRHA policies is a violation of the THRHA housing assistance programs and action to terminate program participation will be initiated by THRHA staff.

IX. DISPUTES

- A. THRHA may charge Tenant a lesser portion of the repair or replacement cost if Tenant demonstrates to THRHA's satisfaction that a lesser portion of the damage is attributable to Tenant Fault.

- B. **Appeals.** A Tenant may appeal maintenance charges in writing and postmarked within five (5) working days from receipt of THRHA's billing. Such appeals shall be directed to the President/CEO and be responded to within five (5) working days of receipt.
- C. **Grievances** – may be filed in accordance with THRHA's grievance policy for tenants.

X. OTHER APPLICABLE POLICIES

- A. Admissions and Occupancy
- B. Pet Policy
- C. Complaint and Grievance
- D. Mold Remediation and Prevention Policy
- E. Methamphetamine Policy