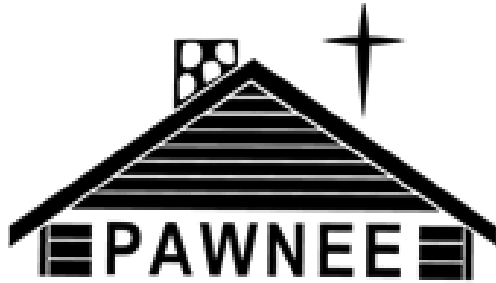


Pawnee Nation Housing Authority

Maintenance

Policy



Approved by Resolution #99-02
September 21, 1999; and revised on April 11, 2023

Maintenance Policy

Section I. Introduction

A. Purpose

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 Pawnee Nation Housing Authority and for occupants of housing developed pursuant to the block grant under 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 Pawnee Nation Housing Authority (See Sec. 203(b) of NAHASDA)

The Pawnee Nation Housing Authority (PNHA) 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 Pawnee Nation Housing Authority 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 communication 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 Pawnee Nation Housing Authority 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.

Section 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 HVAC, fire extinguishers, smoke alarms, refrigerators and appliances, water heaters, water, gas line inspections, weatherization items or corrections to the dwelling 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 PNHA Procurement Policy. In accordance with audit requirements, the PNHA will conduct an annual physical inventory. These procedures will be part of the routine maintenance scheduling.

A. Routine Maintenance Items

The PNHA 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.

1. Emergency Standby Coverage

A standby coverage will be scheduled and posted. After the normal working hours, the PNHA 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 HVAC problems during winter, sewer backups, or other emergencies threatening the health and safety of the tenants.

2. Landscaping and Grounds Maintenance

Tenants will be responsible for cleaning the surrounding grounds of the dwelling unit. Units should be free of any debris around the unit so maintenance may weed eat freely. Porches should be free of any items except lawn furniture (no tires, skateboards, old furniture, charcoal grills, gas cans, mattress or box springs, tools, etc.). All inoperative vehicles must be removed and cars should not be parked in the grass.

PNHA will maintain the lawns or common areas depending on the arrangements of home(s) units.

3. 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. Tenants will be informed five 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 move furniture, plants, food, or pets will be the responsibility of the tenant.

4. Sanitation Service

All rental tenants are required to dispose of garbage in provided receptacles or containers. 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.

5. Pets and Animal Control

Tenants may keep a service pet or comfort pet. All pets must be registered with the Pawnee Nation Housing Authority and all pets must have a permit to keep any animal on or about the premises.

A registered pet may be revoked by the Housing Authority if the animal(s) become destructive, a nuisance or a safety hazard to others. Revocation may also apply if the owner fails to comply with any of the following:

1. Maximum number of pets allowed – 1 dog or 1 cat
2. Permitted pets are – comfort dog or cat
3. Maximum adult weight of dog 30 lbs. or cat 8 lbs.
4. Proof of inoculations – rabies and distemper
5. All animals must be registered and tagged.
6. All animals must be spayed or neutered with documentation placed in tenant file.
7. Sanitary standards – owner will be responsible for disposal of all animal waste.
8. Standards of care – no breeding for profit, control noise and odor.
9. All comfort dogs must be chained or leashed according to city leash law.
10. There will be a \$200.00 pet deposit (non-refundable).
11. The tenant must identify an alternate pet custodian in the event of illness or other absence from unit.

Violations: Tenants who are found to be in violation of the pet rules will be subject to the following:

1. Tenant must remove the pet within fourteen (14) days of notice by the Pawnee Nation Housing Authority.
2. Failure to do so may result in termination of tenant lease.

Any pet who is aggressive towards another resident will be required to be removed at the expense of the tenant. The tenant will be notified by the Housing Office of any complaint for immediate action.

Appeals: Tenants may appeal the decision for a termination of registration within 30 days of the notice. The “PNHA Appeal Request Form” is available at the Housing Authority Office or on the Housing website.

Section III. Non-Routine Maintenance

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 Pawnee Nation Housing Authority will decide on the appropriate charges and may initiate the lease termination process.

B. Insurance Claims

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

C. Renovations

The PNHA will maintain major renovation scheduled. This may include roof repairs, replacement of floors and tiles, gas and 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 tribal departments. Tenants will be provided advance notification of any planned renovation and possible relocation.

D. Structural Changes

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

Section IV. Inspections (See SEC. 403(B) of NAHASDA)

A. Routine Inspection

On at least an annual basis, the PNHA will conduct inspections to determine the condition of the dwelling unit and to schedule emergency, routine, or extraordinary maintenance. Tenants will be given ten (at the discretion of the Pawnee Nation Housing Authority) days' notice of scheduled inspections. Upon completion of inspection, the PNHA will notify tenant 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 PNHA 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 case of an emergency, 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 PNHA and tenant (and or representative) shall sign the inspection report, which shall list all deficiencies. The PNHA 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.

Section V. Work Order Procedure

A. Work Orders

The PNHA 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 PNHA 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 affected the immediate premises of the unit. Assigned Maintenance staff will report the labor hours plus materials used on the forms provided.

B. Charges

The PNHA 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, estimates 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 (maintenance fee schedule) shall be posted at the PNHA office and provided to the tenant upon request.

Section VI. Demolition and Disposition

A. Destruction of Units

As a last alternative, the Maintenance Department of PNHA may recommend demolition or destruction of unit(s) if the unit(s) are unsafe and if demolition/destruction is in the best interest of the PNHA.

Factors for determining unsafe conditions may include, but are limited to, evidence of meth or other drugs, 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 PNHA decides to donate a unit to other service providers because it is in the best interest of the PNHA and its tenants, the Maintenance Department will be responsible for the logistics. Donations may be made to Head Start, Childcare, 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.

C. Parking and Reporting Vehicles

Each unit will be assigned one parking space for tenants living on Eagle Chief Drive. Tenants should report all vehicles (tag number(s)) for the resident(s) of the unit to the PNHA Office.