

# Walker River Housing Department

## Rental Program

### MAINTENANCE POLICY

#### Policy Statement

The general purpose of this policy is to serve as a guide for the Walker River Housing Department in determining what is considered maintenance and who shall be responsible for charges for work completed on a rental unit.

#### **I. APPLICATION OF RENTAL POLICY AND PROCEDURES:**

To ensure that decent, safe and sanitary conditions exist in each of the dwelling units in the Low Rental Program and the Walker River Housing Department (WRHD), the Walker River Paiute Tribe has established this maintenance policy and procedure for its Tenants.

#### **II. ROUTINE MAINTENANCE:**

- A. General. The Housing Department shall provide for and perform routine, recurring maintenance tasks, which include minor repairs and replacements that are NOT the result of damage caused by the Tenant.
- B. Examples of Routine Maintenance Items. The following examples illustrate the type(s) of Routine Maintenance the Housing Department shall provide for leased Rental properties under its management. While this list is not all inclusive, it does provide common examples.
1. Appliances. Repair malfunctioning appliances (i.e., stove, refrigerator)
  2. Electrical.
    - a) Repair electrical outlets.
    - b) Repair circuit breakers.
    - c) Repair other minor electrical elements.
  3. Fire Extinguisher. Repair or replace malfunctioning fire extinguishers.
  4. Furnace.
    - a) Replace furnace filters
    - b) Replace thermostats
    - c) Repair malfunctioning furnaces

5. Mechanicals. Inspect / Repair the mechanicals (i.e., switches, timers, thermostats, etc.) on expendable equipment (i.e., stoves and refrigerators).
6. Painting. Paint / stain small sections of the unit exterior that may have become worn
  - i. Does not include any damages caused by holes in walls
  - ii. Does not include any damages caused by any type of marks on walls such as pens, crayons, markers, etc.
  - iii. Does not include any damages caused by cooking
7. Plumbing. Repair malfunctioning items such as:
  - a) Toilets.
  - b) Faucets.
  - c) Traps.
  - d) Other plumbing fixtures.
8. Sewer / Water. Repair or replace hose bibs, water and sewer lines (to the point of utility district responsibility).
9. Smoke Alarms. Repair or replace malfunctioning smoke alarms.
10. Worn Elements. Repair or replace worn or obsolete elements in buildings, such as:
  - a.) Closet doors.
  - b.) Doors
  - c.) Gutters (minor segments only)
  - d.) Locks
  - e.) Roofing (minor segments only)
  - f.) Flooring (minor segments only)
  - g.) Siding (minor segments only)
  - h.) Window guides
11. Stock / Inventory Requirements.

The WRHD shall stock an adequate level of those materials, equipment, and supplies that it feels are necessary to meet routine and / or reoccurring maintenance needs. Procurement of such items shall be in accordance with the Walker River Paiute Tribe's "Procurement" Policy.

### III. EMERGENCY REPAIRS:

A. General. The Housing Department shall provide 24 Hour-A-Day "emergency" maintenance services to its Current Assisted "Rental" Stock. To accomplish that, the Maintenance / Rehabilitation Division staff shall be assigned to after hours "stand by" duty for the purpose of responding to "emergency" calls from Clients.

B. Emergencies - During Normal Business Hours. ALL requests for "emergency" Work Orders, which occur during "normal" business hours (M - F, 8:00 a.m. to 4:30 p.m.) shall be reported directly to the Housing Department by calling (775) 773-2334.

1. Emergencies - After Hours. ALL requests for "emergency" Work Orders, that occur "after" normal business hours (M - F, 4:30 p.m. to 8:00 a.m., on Holidays, or on weekends) shall be reported to the Walker River Paiute Tribal Police 773-2544.

2. Examples of Emergency Situations. To help identify the more common "emergency" situations, the following list has been compiled. While NOT ALL inclusive, it does provide some broad general guidance on what Housing Department management feels constitutes an "emergency" situation requiring the IMMEDIATE attention of the Maintenance Division staff.

- a) Exposed electrical wires.
- b) Broken entry door (creating a safety / security issue).
- c) Fire damage.
- d) Flooding.
- e) Furnace (heating) problems (during the winter months only).
- f) Gas leaks.
- g) Natural Disasters (that cause damage to the dwelling unit)
- h) Power outages (Complete loss of electricity for an extended period of time to a single unit).
  - i.) An extended period of time is defined as one that is more than five (5) hours in duration.
  - ii.) When a power outage affects multiple units in a given area, the Housing Department will likely be unable to do anything about it because more often than not, it is a Power Company problem. In those cases, the client or tribal police dispatcher should contact the Power Company directly to report the problem and ask when service will be restored.
- i) Major roof leaks.
- j) Sewer backups.
- k) Clogged sewer lines.
- l) Broken waterlines.
- m) Broken windows (creating a safety / security issue).
- n) Other emergencies (that threaten the health and safety of the Clients).

3. Potential for Billing Clients. If a Client calls for "emergency" service during non-business hours and Housing Department management later determines that it was NOT a "true emergency" (as noted above), then the Client shall be billed for the time and travel of the maintenance staff worker(s) who responded to the call.

#### IV. MAINTENANCE PROCEDURES -NON ROUTINE:

A. General. Generally speaking, "Non-Routine Maintenance" is that which entails major repair, replacement, and / or improvements to the home or equipment at a substantial cost.

##### B. Examples.

1.. Examples of some common "Non-Routine Maintenance" items. The following list constitutes some of the common "Non-Routine Maintenance" items that the Housing Department must take care. These things occur through normal use / weathering / deterioration.

- (1) The replacement of roofs.
- (2) The replacement of major systems within the dwelling unit, such as heating systems, plumbing systems, electrical systems, etc.
- (3) The replacement of major dwelling unit equipment, such as hot water heaters, ranges, refrigerators.
- (4) The replacement of water pumps, pressure tanks, and wells.
- (5) Making major repairs to (or replacing) septic systems, including drain fields.
- (6) The painting or residing of the exterior portion of the dwelling unit.

B. Examples of Other things that require "Non-Routine Maintenance". The following constitutes a list of "other" things that require "Non-Routine Maintenance". These can be caused by nature, acts of god, or inadvertently by individuals (other than the resident and guests).

- (1) Damage from vehicles accidentally striking the dwelling unit.
- (2) Explosions.
- (3) Fire.
- (4) Floods.
- (5) Lightning Strikes.
- (6) Storms.
- (7) Wind.
- (8) Other situations beyond the control of the client.

##### C. Extent of Damage.

1. Determining the Extent of Damage. The Maintenance or Rehabilitation Division Managers shall inspect the damaged unit and make recommendations regarding the extent of damages, the condition of the unit, its "safety" impact on the resident and the unit.

2. Documenting the Extent of Damage. Written reports are necessary to assist Management in their review process and also to help determine the most appropriate course of action regarding repairs to the unit. Two (2) acceptable methods of documenting such damage are:

- (a) Inspection Report. The Housing Departments standard Inspection Report may be used to document the extent of damage to the dwelling unit.
- (b) Other Reports. Written (narrative) reports that detail the extent of damage and scope of repairs needed to return the unit to service.

D. Relocation of Clients. If a unit is extensively damaged, through NO fault of the Client, the WRHD shall provide other temporary housing for the Tenant and his / her family.

- 1. This can include temporary relocation of the family to another unit, or other accommodations as determined appropriate by the WRHD.
- 2. The WRHD shall make every effort to minimize impact on the resident and begin repairs at the earliest time.

E. Client at Fault. If WRHD Management determines that the Client is at fault for the damages, the WRHD shall initiate action to seek reimbursement for the repair of such damages and/or initiate Termination of Lease and Eviction procedures where warranted.

#### V. MAINTENANCE PROCEDURES – PREVENTIVE:

A. General. Preventive Maintenance tasks are those which provide for the inspection, monitoring and care of facilities or equipment to prevent the need for future emergency maintenance and / or major structural or system failures.

B. Purpose. The purpose of the preventive maintenance program is to minimize down time of units, lower overall maintenance costs and increase the useful life of the units.

C. Preventive Maintenance Plan. The WRHD's Preventive Maintenance Plan calls for a set list of items to be checked / serviced, on a regularly scheduled basis, to ensure that they are functioning properly. The Preventive Maintenance Plan also calls for "counseling" of Clients to ensure they understand how to do certain "basic" maintenance functions.

D. Items Covered in the Preventive Maintenance Plan. Those items covered in the Preventive Maintenance Plan include, but are NOT limited to, the following:

1. Appliances (owned by the WRHD - Inspect to ensure they are working properly).
2. Bath Room Fans (inspect for dust build up and where necessary vacuum).
3. Chimneys (inspect and clean, as required, to prevent chimney fires).
4. Electrical (inspect, repair and replace worn parts in electrical systems and electrical fixtures).
5. Erosion / Drainage Problems (inspect ditches or drainage systems to ensure they are free of debris and plants which may impede proper drainage).
6. Fire Extinguishers (check for operational use and replace those that are NOT functioning properly).
7. Gas Lines (check for leaks).
8. Gutters and Downspouts (inspect and clean, as applicable, to ensure proper drainage).
9. Heating Systems (inspect furnaces, wood-burning stoves, and flues to ensure they are in proper working order).
10. Hood Ranges (remove and clean screens).
11. Water Heaters (flush and cycle pressure relief valve).
12. Moisture (inspect for condensation, dampness and fungus in wood and for rust in iron components).
13. Plumbing (inspect systems and fixtures and where necessary, caulk around bathtubs and toilet bases to avoid water damage to walls and floors).
14. Refrigerators (ensure dust is vacuumed from heat discharge coil in back).
15. Roof (inspect and replace missing shingles / flashing where necessary).
16. Septic Systems (inspect septic systems to ensure they have been pumped).
17. Sewer Lines (inspect sewer lines, clean outs, and access (manholes) to ensure they are free of obstructions).
18. Siding (inspect and replace if broken).
19. Smoke Detectors (check for operational use and replace those that are NOT functioning properly).
20. Steps (inspect and replace if broken).

21. Stoves (check for operational use).
22. Insects/Rodents (inspect for and where found, treat as necessary).
23. Trees (inspect and trim / remove as necessary. Some may pose a safety issue because dead or broken branches could fall on the home).
24. Water Lines (inspect for leaks).
25. Weatherization (caulk around windows and door frames, where necessary, to promote energy conservation).
26. Other (General Corrections to the dwelling units or grounds as deemed necessary).

#### VI. RESPONSIBILITIES OF THE CLIENT:

- A. General. While the Responsibilities of Clients participating in Low Rental programs managed by the WRHD are covered in the WRHD Low Rental Agreement and Policy, some of the more important items that are relevant to maintenance, care and upkeep of the dwelling unit are reiterated here.
- B. Major Areas of Concern. The Client is obligated by the terms and conditions of his/her signed Rental Agreement to maintain his/her dwelling unit. Key points related to maintenance and upkeep of the dwelling unit/property are:
  1. Maintain the dwelling unit's interior and exterior in a decent, safe and sanitary condition.
  2. Maintain the dwelling unit's interior and exterior in good condition and appearance through proper housekeeping.
  3. Ensure continuous service of utilities (water, electricity, and / or gas).
  4. Ensure that the grounds (yard, driveway, sidewalks, etc.) adjacent to the dwelling unit are properly cared for.
  5. Ensure that the assigned dwelling unit, equipment and grounds (yard, driveway, sidewalks, etc.) are NOT damaged.
    - i. Ensure that the lawn (grass cutting, trimming shrubs, etc.) is taken care of (as needed).
    - ii. Ensure that planted areas (i.e., lawn, trees, and shrubs), on the dwelling unit property, are properly watered (as needed).
    - iii. Ensure that snow is promptly removed from walks and driveways.
    - iv. All rubbish is removed and disposed of properly.

- C. Controlling Others. The Client shall make every effort to prevent negligent actions, by family members and visitors, which could result in damage or destruction to his / her dwelling unit.
- D. Reporting Needed Repairs. After Move-In, the Client is responsible for promptly reporting ALL maintenance and repair needs to the Housing Department.
- E. Use of Private Contractors. Clients are prohibited from calling a private sector contractor to make repairs to their dwelling unit.
  - 1. Clients who make such phone calls or service arrangements shall be held accountable for the payment of those services that they have requested – NOT the Housing Department.
  - 2. In the event the Housing Department can NOT take care of the needed maintenance / repair required by the Work Order in a timely manner (per the priority assigned) then they may elect to bring in a private sector contractor. If that is the case, then the Housing Department's Maintenance Division Manager (or Foreman) shall make arrangements for those services, in accordance with the Tribes Procurement Policy.
- F. Damages.
  - 1. Reporting Damages. After Move-In, the Client is responsible for promptly reporting ALL damages, to his / her dwelling unit, to the Housing Department.
  - 2. Repairing Damages. Clients are responsible the costs to repair ALL damages (caused by the Client, Client's family, friends, or guests) to the dwelling unit.
  - 3. Payment for Damages. The Client shall be held financially responsible for ALL repair costs associated with damages (less normal wear and tear) to the unit and premises, including damages caused by the Client's family, Clients guests or other persons.
- G. Vandalism / Break-Ins.
  - A. General. The resident is responsible for any and all damages caused by Vandalism and Break-ins.
  - B. Reporting Damages Caused by Others.
    - (1) Quite often, clients report damages to their unit but insist they are NOT the one who caused the damage. The common themes presented by Tenants are:



- a. The damage was caused by someone other than the Tenants.
  - b. The damage occurred while the Tenant was gone.
  - c. The damage was caused by an individual whom the Tenant did NOT invite into the dwelling unit.
  - d. The damage was caused by an individual whom the Tenant did NOT have any control over.
- (2) The WRHD is NOT insensitive to those claims; however, we have found that it is often used as an excuse to avoid payment for self inflicted damages.
- (3) In the event a client claims that he / she is NOT required to pay for damages caused by OTHERS (i.e., during a break-in, vandalism, etc.) payment shall be forgiven if certain conditions are met.
- (4) Those conditions are as follows:
- (a) The incident must be reported IMMEDIATELY to the Walker River Tribal Police Department by the tenant.
  - (b) The incident must also be reported to the WRHD by the client, in WRITING, and within seventy-two (72) hours of the incident. The written statement must include the following information:
    - 1) Clients Name.
    - 2) Clients Mailing Address and Phone Number.
    - 3) Clients House / Apartment Number.
    - 4) Date / Time of Incident.
    - 5) Those believed to be responsible.
    - 6) Client comments regarding the situation.
  - (c) After the Police are called, they will investigate the reported problem. The results of their visit to the property, and investigation while on site, are typically documented in what is known as an Incident Report. A copy of the Police Incident Report must accompany the client's WRITTEN report to Housing.
    - 1) Individuals who call the Police to report damages and / or vandalism are entitled to a copy of the Incident Report.
    - 2) Obtaining that police Incident Report and supplying a copy to the WRHD is the responsibility of the tenant. It is NOT the responsibility of the WRHD staff to track these down.

- (5) If the WRHD is ABLE to corroborate the claims made by the client, then the charges for damages shall be EXCUSED.
- (6) If the WRHD is UNABLE to corroborate the claims made by the tenant, then the charges for damages shall be UPHELD and the tenant shall be billed for the costs associated with repairs. In other words:
  - (a) If seventy-two (72) hours has elapsed and the tenant fails to notify Housing, then NO waiver of payment (for the tenant) shall be granted.
  - (b) If the tenant fails to submit a written claim to absolve himself / herself of the damages and resulting charges for repairs, then NO waiver of payment (for the tenant) shall be granted.
  - (c) If there is NO Police Incident Report submitted to the WRHD to corroborate the claim and the tenant's innocence, then NO waiver of payment (for the tenant) shall be granted.

#### VII. RESPONSIBILITIES OF THE WALKER RIVER HOUSING DEPARTMENT:

- A. General. As stipulated in NAHASDA, the WRHD shall maintain its Current Assisted "Rental" Stock in a decent, safe and sanitary condition by performing regular inspections, preventive maintenance, and conducting necessary repairs to ensure the productive and useful life of the units.
- B. Looking to the Future. The WRHD is also responsible for the long term planning of major renovations and modernization of its "Rental" stock.
- C. Assurances. ALL maintenance and rehabilitation functions shall be done in a prudent manner to ensure a timely response to Work Orders, the prompt renovation of vacant units, and for proper control of manpower and materials.
- D. Customer Service. WRHD management shall coordinate and maintain quality standards for Customer Service through open communications with the public and by making its published Policies and Procedures available to the both the public and program participants.

#### VIII. STRUCTURAL CHANGES / MODIFICATIONS:

- A. General. Clients residing in Rental units are NOT allowed to make any type of structural changes or modifications to their dwelling unit. Doing so is grounds for Termination of the Rental Lease Agreement and Eviction.

B. Exceptions.

1. Air Conditioners - Window Mounted Models.

- (1) The installation of a window mounted Air Conditioner is NOT considered to be a structural change or modification to the dwelling unit and therefore may be installed in Rental without prior written approval from the WRHD.

Rational: Installation, of window mounted Air Conditioners, is typically “temporary” or “seasonal” and does NOT require any major changes or modifications to the dwelling structure.

- (2) Installation of such Air Conditioners shall be limited to windows on the side or back of the dwelling unit – NOT the front of the house.
- (3) If supports are required, they shall be neat in appearance.
- (4) ALL window mounted Air Conditioners shall be removed by October 31<sup>st</sup> of each year.
- (5) The cost of installation and increased utility costs, associated with Air Conditioners, shall be borne by the client – NOT the WRHD.

B. Air Conditioners - Central Air Models.

- (1) Tenants (in ALL Rental Unit Programs) are NOT allowed to install Central Air Conditioning units.

C. Handicap Accessible Ramps. Tenants in the Rental Programs may, under certain circumstances, request installation of Handicap Accessible Ramps. If they desire such a ramp, the following shall apply:

- (1) Written Request. If such a ramp is required, the tenant must submit a WRITTEN request to the WRHD Executive Director, prior to installation, indicating why the ramp is needed. A physician’s written explanation why a ramp is required must be attached to the request.
- (2) Review / Approval. The WRHD Executive Director shall review and approve / disapprove ALL such requests.
- (3) The WRHD Executive Director may elect to move the resident to another unit which is already modified if it is determined to be in the best financial interest of the WRHD.

## IX. WRHD INITIATED CHANGES

WRHD Initiated Changes. The WRHD may change the structure of a rental property if extensive work or major renovation is already planned or if it determines that the structural change(s) would be beneficial to the Departments plan and operations. However, in consideration of financial resources the WRHD may elect to transfer families where another unit that meets the need of the family is available.