

San Pasqual Band of Mission Indians
San Pasqual Housing & Community Development
Private Home Ownership Program Policies and Procedures Manual

Rehabilitation/Maintenance Policy

I. Policy Introduction

A. Purpose

The primary objective of the San Pasqual Department of Housing & Community Development (SPH&CD) Maintenance Policy will be to provide and maintain a safe and healthy environment for the occupants of the current housing stock of the tribe or tribally designated housing entity (SPH&CD). 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 and or Resident(s).

B. Responsibility of the SPH&CD

The SPH&CD 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 while the unit is in the lease period as referred to in the Contract of Sale Agreement (CSA). Once the dwelling is under a CSA, the SPH&CD will be responsible for ensuring the dwelling is maintained in a safe condition by the resident(s) by performing regular inspections. If the dwelling is found not to be maintained, the resident(s) will be issued a Notice of Violation Action (NOVA) with the necessary corrective action and complete by date noted on violation.

II. Responsibility of the tenant

A. Lease Period: The tenant is obligated to the terms of the lease including maintaining the dwelling unit in good condition and appearance through proper housekeeping and ensuring continuous service of utilities (water, electricity, heat, and/or gas). This responsibility includes the landscape/grounds of the unit, the proper care for pets, and helping to maintain a peaceful neighborhood. Tenants will not neglect or damage assigned dwelling units. Tenants are responsible for repairing all damages

Rehabilitation/Maintenance Policy

at their own expense. If the tenant fails to make needed damage repairs, the SPH&CD 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 tenant refuse to make payment the SPH&CD will deduct from the tenant's VEPA account the full cost of repairs.

- B. Contract of Sales Period:** The resident(s) is responsible for all maintenance, preventive and routine for the dwelling and the grounds after the CSA is executed.

III. Preventive and Routine Maintenance Procedures

A. Preventive and Routine Maintenance

Lease Period: 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. SPH&CD is only responsible for the preventive and routine maintenance during the lease period that is not a result of damage caused by the resident(s).

- B. Contract Sales Period:** After the expiration of the lease period and/or the full execution of a CSA, the resident(s) is responsible for the preventive and routine maintenance. Efficient and effective implementation of the preventive maintenance plan will be required by management (see Appendix A).

C. Emergency standby coverage

1. Lease Period: A standby coverage will be scheduled and posted (see Appendix B). After the normal working hours, the SPH&CD will assign a maintenance staff to serve on standby status to respond to emergency calls by tenants. Such calls may be for broken water lines, power outages, furnace problems during winter, sewer backups, or other emergencies threatening the health and safety of the tenants.

- 2. Contract of Sales Period:** Available at standard posted rates.

D. Landscaping and grounds maintenance

Rehabilitation/Maintenance Policy

Tenants will be responsible for cleaning the surrounding grounds of the dwelling unit. Weeds and other rubbish will not be allowed to accumulate. Inoperative junk cars will not be permitted on the grounds. Any landscaping shrubs, trees, lawns, and other plants will be the responsibility of the tenant to maintain, by performing tasks such as watering, pruning, mowing lawns, and other works.

E. Pest control service

- a. **Lease Period:** All leased units will be treated for pest control as part of routine maintenance service during the lease. The Maintenance Department will be responsible for securing the services. Pest control treatment will be scheduled and tenants informed _____ days prior to services (form SPH&CD Maint - 5). If the units are badly infested, tenants may be required to relocate or participate in preventive training. During the routine inspection, maintenance will note the need for additional attention. Any need to temporarily remove furniture, plants, food, or pets will be the responsibility of the tenant.
- b. **CSA Period:** Once the CSA is fully executed, it is the responsibility of the resident(s) to maintain the treatment plan for pest control.

F. Sanitation service

Lease and Contract of Sales Period: All tenants are required to dispose of garbage in provided receptacles or containers. The tenant will be responsible for securing trash pickup services. The tenants are responsible for proper bagging, discarding in the provided containers, and placing the receptacles on street curbs on the regularly scheduled pick up service day. Burning trash in yards will be strictly prohibited. Compliance with local environmental health regulations will be enforced.

G. Pets and animal control

Lease and Contract of Sales Period: Tenants will be allowed to have only one pet. The pet may be a cat, dog, or other small-domesticated house

Rehabilitation/Maintenance Policy

pet. If the SPH&CD determines the pet is creating an unsafe and/or unsanitary condition for the unit or the grounds, the tenant will be required to remove the pet from the premises. If the pet threatens the safety of the neighborhood, the SPH&CD shall inform the tenant to immediately remove the pet from the property of the PHOP. All dogs will be on a leash or secured in a fenced area. Cats and dogs will be neutered and/or spayed. Tenants will not maintain cats or dogs for breeding purposes. The tenant will be warned only once regarding the need to get rid of the problem pet; thereafter, appropriate local agencies will be contacted and termination of the lease agreement may be initiated.

IV. Non-Routine Maintenance

A. Damaged Units/Emergency

- 1. Lease Period:** 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. SPH&CD will make the final decision on the residence for the relocation. 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 (form SPH&CD Maint - 6). If the damages are determined to be the fault of the tenant, the SPH&CD will decide on the appropriate charges and may initiate the lease termination process.
- 2. Contract of Sales Period:** The resident(s) is responsible for all non-routine maintenance.

Rehabilitation/Maintenance Policy

B. Insurance

The resident(s) will be responsible for maintaining homeowner/renters insurance on the dwelling. Additionally the resident(s) will be responsible for filing all insurance claims that are covered in the insurance policy. Homeowner insurance will be part of the monthly payment/rent to the SPH&CD. SPH&CD will submit the payment to the appropriate insurance company on behalf of the resident(s) annually.

V. Inspections

A. Routine inspection

1. On at least an annual basis, the SPH&CD will conduct inspections to determine the condition of the dwelling unit and to schedule emergency, routine, or extraordinary maintenance (form SPH&CD Maint a. Tenants will be given __10__ (at the discretion of the SPH&CD) days notice of scheduled inspections (form SPH&CD Maint - 3). Upon completion of inspection, the SPH&CD and staff will meet with the tenant to review findings and establish a plan for repairs.
2. If the unit is damaged due to negligence and determined to be unsafe and unsanitary for continued occupancy, the SPH&CD may require counseling for the tenants in accordance with the lease or CSA. 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 (form SPH&CD Maint - 9).
 - a. Note: The SPH&CD may want to schedule inspections more frequently than annually or may schedule special inspections (interim) as a condition of admission/occupancy if a tenant has a prior record of noncompliance or is currently in noncompliance.

B. Unscheduled inspection

In the event of an emergency situation, unscheduled maintenance inspections may be conducted. Tenants may not receive advanced notification in such cases. This may include coordination with the Law Enforcement, Child Protective Services, Social Services, or other agencies

Rehabilitation/Maintenance Policy

which will have obtained approval from the SPH&CD for an unscheduled inspection (form SPH&CD Maint - 10).

C. Move-In and Move-Out Inspection

1. Once a resident(s) has been selected and assigned to a unit, a move-in inspection shall be scheduled (form SPH&CD Maint - 1). The SPH&CD and resident(s) (and or representative) shall sign the inspection report, which shall list all deficiencies. The SPH&CD maintenance staff will complete any required repairs in a timely manner.
2. If a CSA is not executed, and the lease is not renewed a 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) resident(s). 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 resident(s).

VI. Work Order Procedure

A. Work orders

The SPH&CD shall perform all required maintenance by an approved work order (form SPH&CD Maint - 11). 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 a request for work order form will constitute permission by tenant for the SPH&CD 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 which may threaten the life, safety, or health of the occupants or severely affect the immediate premises of the unit. Assigned Maintenance staff will report the labor hours plus materials used

Rehabilitation/Maintenance Policy

on the forms provided.

B. Charges

- 1. For Lease Period:** The SPH&CD 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 may be posted at the SPH&CD office and provided to the tenant upon request.
- 2. Contract of Sales Period:** All charges are resident's responsibility regardless of fault. Resident(s) may choose to use the SPH&CD service provider or other service provider.

APPENDIX A

PREVENTATIVE MAINTENANCE SCHEDULE FOR OPERATIONS

ONE YEAR

- Inspect vegetation for proper clearance away from home
- Inspect roofs and, if necessary, remove moss and replace missing shingles
- Inspect and clean gutters
- Open, vacuum and inspect all heaters
- Remove and clean hood range screens
- Flush hot water heaters and cycle pressure relief valve
- Plumbing related issues- workmanship, manufacture defect, outside plumbing, etc. ****NOTE**** Regular maintenance, i.e. clogged toilets are not covered.
- Hot water heaters
- Air conditioning and heating units
- Check for mold
- Carbon Dioxide fire alarms
- Fire extinguishers
- Weather stripping on windows
- Caulking around sinks

Rehabilitation/Maintenance Policy

APPENDIX B

CALL OUT SCHEDULE

| Period | Person | Phone |
|----------|----------------|-------|
| Evenings | Maintenance I | |
| Weekends | Maintenance II | |