

## **MAINTENANCE POLICY**



## **BARANOF ISLAND HOUSING AUTHORITY**

Contents

**SECTION 1. PURPOSE**..... 4

**SECTION 2. USE OF THE HOME** ..... 4

**SECTION 3. RESPONSIBILITIES** ..... 4

**BIHA Responsibility** ..... 4

        Normal Wear and Tear..... 4

        Standards ..... 4

**Tenant Responsibility for Routine Maintenance** ..... 4

**Tenant Responsibility for Damage**..... 4

**Tenant Notification**..... 5

**Insurance** ..... 5

**Contents Insurance** ..... 5

**SECTION 3. MEASURE AND RECOVERY OF BIHA COSTS** ..... 6

**Tenant Responsibility for Charges** ..... 6

**Documentation and Filing**..... 6

**Opportunity to Cure Breach** ..... 6

**Calculating Tenant Charges** ..... 6

**SECTION 4. TYPES OF MAINTENANCE** ..... 7

**Routine maintenance** ..... 7

**Preventive maintenance**..... 7

**Non-routine maintenance** ..... 8

**Emergency Maintenance**..... 8

**SECTION 5. WORK ORDERS**..... 8

**Reporting of Maintenance Issues**..... 9

**The Work Order Form** ..... 9

**Emergency Work Orders**..... 9

**Regular Work Orders** ..... 9

**SECTION 6. INVESTIGATING A REQUEST FOR ASSISTANCE**..... 9

**A. Protocol**..... 9

**Investigating Damages** ..... 10

**Tenant Signature** ..... Error! Bookmark not defined.

**Completed Work Orders** ..... 10

<b>SECTION 7 INSPECTIONS</b> .....	10
<b>A. Right of Inspection:</b> .....	11
<b>Inspection Standards</b> .....	11
<b>Types of Inspection:</b> .....	11
<b>Frequency</b> .....	12
<b>Corrective Action</b> .....	13
<b>Non-Compliance:</b> .....	13
<b>SECTION 4 MOVE-IN</b> .....	14
<b>SECTION VI</b> .....	17
<b>Responsibilities</b> .....	17
<b>A. Use of the Home</b> .....	17
Responsibility.....	17
Notification.....	17
<b>B. Low Rent Tenants</b> .....	17
Health and Safety Conditions.....	17
Work Order .....	18
<b>1.0. BIHA INSPECTION RESPONSIBILITIES</b> .....	18
1.0.1. General inspection requirement .....	18
1.0.2. Annual inspections.....	18
1.0.3. Insurance claims.....	18
1.0.4. BIHA Maintenance Instruction Program .....	18
<b>1.1. INSPECTION</b> .....	18
1.1.1. Maintenance requirements.....	19

## **SECTION 1. PURPOSE**

The Maintenance Policy & Procedures establish parameters and limited procedures to properly maintain BIHA housing units, apply consistent standards and practices, and provides appropriate and systematic charges to Tenants for repair expenses attributable to Tenant damage of their units. All housing units will be maintained in accordance with the BIHA Maintenance Policy.

## **SECTION 2. USE OF THE HOME**

The Tenant and the BIHA are jointly responsible to the Tribe and future generations for ensuring that homes are used properly and well maintained. It is the responsibility of each Tenant to take pride in their home by keeping it and the grounds in a decent, safe and sanitary condition at all times.

## **SECTION 3. RESPONSIBILITIES**

### **BIHA Responsibility**

#### **Normal Wear and Tear**

The BIHA is responsible for providing maintenance for all rental units resulting from normal wear and "tear". Costs for normal wear and tear of the dwelling units, common areas, building, or facility will be absorbed by the BIHA.

#### **Standards**

To the greatest extent feasible, the BIHA will apply AULTA standards, at a minimum, to determine normal wear and tear. Other credible standards may be applied in the absence AULTA standards at the discretion of the Maintenance Manager.

### **Tenant Responsibility for Routine Maintenance**

Tenants are responsible for routine maintenance, including replacement of consumables such as light bulbs, and periodic, customary and regular servicing of appliances and fixtures, including all plumbing and heating. Tenants are also responsible to repair or replace any damage that occurs due to any of the following acts or omissions by a Tenant, a member of Tenant's household, or an invitee or permittee of Tenant:

### **Tenant Responsibility for Damage**

Tenants are responsible for any Tenant damage or neglect, including damage resulting from failure to report maintenance problems or from poor housekeeping practices. Although the

BIHA is responsible for low-rent Tenants' units, failure of Low-Rent Tenants 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:

1. Failure to use reasonable care to maintain all aspects of the Dwelling;
2. 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
3. Damage to any aspect of the Dwelling caused by abuse, vandalism, or neglect, or by a breach of the Lease (these three grounds for Tenant liability being collectively referred to herein as "Tenant Fault").
4. 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 fails to correct the deficiency in an expeditious manner or in a time period specified by the BIHA Director, the Maintenance Manager shall have the work done, and charge the cost thereof to the Tenant as additional rent

### **Tenant Notification**

Tenants shall notify the BIHA 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. The BIHA staff can assist all Tenants through inspection and counseling; however, the BIHA maintenance staff will take charge of all repair work on low-rent homes. Any non-covered repairs made by the BIHA are to be charged directly to the Tenant as additional rent.

### **Insurance**

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

### **Contents Insurance**

The BIHA does not provide contents insurance and will not be liable for damages to Tenants' contents. All Tenants will be counseled about the importance of content insurance.

## **SECTION 3. MEASURE AND RECOVERY OF BIHA COSTS**

### **Tenant Responsibility for Charges**

Tenants will be financially liable and accountable for loss, destruction, or failure to satisfactorily clean BIHA property, equipment when the damage is due to Tenant Fault. A Tenant's liability will be based on physical inspection and/or other documentation provided by BIHA employees.

### **Documentation and Filing**

All inspections must be accurate, thorough, and well documented (i.e. move-in, move-out, housekeeping, and emergency inspections) and kept on file in the Tenant's unit folder.

### **Opportunity to Cure Breach**

Where Tenant fails to conduct routine housekeeping, Tenant will be provided with an initial opportunity to conduct necessary housekeeping related repairs. If Tenant should fail to timely and perform the housekeeping related repair in good workmanship manner, then BIHA will make arrangement to complete the repair at the Tenant's expense.

### **Calculating Tenant Charges**

1. Whenever BIHA performs a repair, replacement or maintenance task for which Tenant is responsible, the amount of the charge will be determined by BIHA on the following:
  - a. BIHA's actual costs for labor and materials; and
  - b. A schedule of costs for specific repairs, replacements and maintenance maintained and updated as needed by BIHA.
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 rate for the employee times the actual time worked is charged to the Tenant plus material cost.

- b. Time for pick-up 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 8:00 A.M. and 4:30 P.M. Monday through Friday, exclusive of holidays, is considered normal work hours (This includes those properties where the maintenance employee works less than 8 hours).
- e. Work performed on weekends, holidays or after 4:30P.M., and before 8:00 A.M. is charged \$50 per hour.

**Commented [CH1]:** This amount was determined by Rick and Brandi to cover wage plus benefits, per Taylor.

## SECTION 4. TYPES OF MAINTENANCE

Maintenance is divided into the following categories:

### 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. Examples of routine maintenance include, but are not limited to, the following:

### Preventive maintenance

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 BIHA.

Preventive maintenance requires the establishing a regular, periodic schedule for the following types of work:

- Checking fire safety and fire detection equipment (i.e., fire extinguishers and smoke alarms)
- Inspecting, adjusting, cleaning and/or lubricating heating systems and equipment, such as 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 system
- Inspecting and patching paved surfaces.
- Inspecting units for and controlling vermin and pests.
- Etc.

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. Painting should be scheduled during the Spring, and minor preventive maintenance should occur year-round.

**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, total deterioration of system, 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; and
- painting and/or residing the exterior of the home.

**Emergency Maintenance**

Emergency Maintenance are physical work items of an emergency nature, posing an immediate threat to the health and safety of residents which shall be completed as soon as possible.

Types of emergency maintenance can include:

- No heat
- No electricity
- Broken plumbing and pipe fixtures
- Flooding
- No hot water
- Fire (Call 9-1-1 first!)
- Smell of gas or fuel

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**SECTION 5. WORK ORDERS**

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## **Reporting of Maintenance Issues**

Maintenance problems are reported by telephone or in writing to a member of the BIHA at the Office. Complaints are then recorded by the staff on a work order form prior to commencing work, except in the event of an emergency. Work orders for emergencies may be completed after responding to the emergency if the situation warrants such action.

### **The Work Order Form**

The work order form must record at least the following:

1. The date and time information was received.
2. Name and address of the tenant.
3. The problem and its location in the unit.
4. Time when the tenant will be home.
5. Permission to Enter given if tenant is absent from dwelling.
6. Work done performed by staff position.
7. Total time to do work.
8. Date work was completed.

### **Emergency Work Orders**

EMERGENCY shall be NOTED on each work order copy that is determined to be an emergency. The Maintenance Supervisor is contacted immediately in an emergency and requested to investigate and remedy the situation, if possible.

### **Regular Work Orders**

1. Work orders are accumulated until the end of each working day when they are organized by type of work to be done and by geographical location and assigned to the maintenance workers. This practice limits travel time and expenses and enables work to be accomplished within the established time frames.
2. Each complaint should be investigated by a maintenance worker within 3 days and every effort made to remedy the situation within that time period. Due to limitations, complexity or work involved and availability of parts and material, some work cannot be completed within the established time frames.
3. At the end of each week the maintenance staff will review with the Maintenance Manager those work orders left unresolved and set a time for completion of these work orders.

## **SECTION 6. INVESTIGATING A REQUEST FOR ASSISTANCE**

### **A. Protocol**

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1. Maintenance personnel should carry proper identification with them, and show it to the resident prior to entering the unit to investigate and/or conduct repairs.
2. Do not enter a unit if the resident or a member of his family is not at home, unless the tenant has given permission to enter the dwelling during their absence.
3. Investigate the problem and correct it, if possible. It is very important for the maintenance worker to record the amount of time spent, to describe the work done, material, parts and equipment used so that the BIHA has a complete record of staff time and supplies use.

### **Investigating Damages**

Damages may be caused by normal wear and tear, defective parts, or tenants misuse. In addition to describing the work done, the maintenance worker shall note on the work order if the cause of the problem was due to tenants negligence or normal wear and tear.

1. If the problem was due to tenant's negligence, the tenant is required to pay the costs.
2. In the case of a low-rent unit, if parts and equipment are defective or worn out, the BIHA incurs the costs. Homebuyers are responsible for all maintenance, including improvements due to changing codes.
3. If damage is due to hail, wind, fire, etc., the BIHA shall contact the insurance company.

### **Completed Work Orders**

Each day the maintenance workers shall return completed work orders to The BIHA Office where they are thoroughly reviewed.

1. Description of work done.
2. Description of work remaining to be done, if applicable.
3. Time spent on work order.
4. Record of all supplies/material used.
5. A copy of the completed work order shall be sent to the tenant with an itemized bill (if applicable) for the actual costs incurred by The BIHA.

## **SECTION 7 INSPECTIONS**

**A. Right of Inspection:**

BIHA's agents shall have the right at all reasonable times during the term of the applicable program agreement, with reasonable prior notice, to enter the premises for the purposes of inspecting the premises and all buildings and improvements thereon to verify that the participant is meeting his maintenance obligations and to provide maintenance counseling.

**Inspection Standards**

The BIHA uses an automated system, Housing Data Systems, to conduct all inspection which meet the Federal Section 8 Housing Quality Standards.

**Types of Inspection:**

Residents are obligated under this policy to participate in pre-occupancy, annual, final move-out inspections, and re-inspections. Typically, inspections fall into the following categories:

**1. PRE-OCCUPANCY INSPECTION**

Prior to the move in or no later than the date of occupancy, the resident and staff will conduct a pre-occupancy inspection to document the existing condition of the home. The pre-occupancy inspection will become part of the resident's file and will be used for future reference, should the resident or housing authority terminate the Lease.

**2. ANNUAL INSPECTIONS**

The resident and staff, will conduct an annual inspection of the home to ensure that it is being properly used and maintained. The annual inspection also documents the condition of the home for the resident's file and provides staff with a basis for providing counseling on home use or maintenance.

An inspection may result in mandatory maintenance being required of a tenant. In this case, a plan of action will be developed between staff and the tenant 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. Inspections will continue to be scheduled until such time that the BIHA is satisfied that the tenant is meeting the home maintenance and housekeeping requirements.

**3. PRE-MOVE OUT INSPECTION**

The pre-move out inspection is scheduled at the time the resident notifies staff with his/her thirty (30) day notice of intent to move out and terminate their lease. The pre-move out inspection is conducted to provide the resident with assistance in maintenance items that are required to be repaired/replaced or cleaned prior to the BIHA regaining possession of the home.

Staff will perform an inspection of the premises whenever it takes action to terminate a Lease. The premises may be inspected prior to the resident moving out.

#### 4. FINAL MOVE OUT INSPECTION

The final move out inspection documents the condition of the home at the time the BIHA regains possession of the home. During the process of making repairs the BIHA may uncover items that were undetected during the move-out inspection. If these items are not a result of normal wear and tear, the maintenance staff will document the nature of the repair required and make charges to the vacated tenant. Any items needing repair or replacement beyond "normal wear and tear", or cleaning will be documented for the file. Any charges for rehabilitation of the home will be made and charged to the tenant.

### Frequency

Inspections will be conducted at least annually to ensure that the participant is meeting his responsibility for providing routine and non-routine maintenance. In the event it is found that the participant is not satisfactorily meeting his maintenance responsibilities, the BIHA will follow the procedures described below:

#### 1. New Participants

- a. Schedule monthly inspections for at least the next three months and mandatory attendance at the maintenance counseling class.
- b. Upon a satisfactory determination that the participant is meeting his maintenance obligations, schedule inspection every 3 months.
- c. Upon a satisfactory determination that the participant is meeting maintenance obligations, schedule inspection every 6 months.
- d. Upon a satisfactory determination that the participant is meeting maintenance obligations, schedule inspection every year.

#### 2. Existing Participants

- a. Schedule annual inspection. Upon a satisfactory determination that the participant is meeting his maintenance obligations, schedule the next inspection for next year.
- b. Upon a dissatisfactory determination, apply appropriate level of scheduled inspections to ensure that corrected action has been taken. Depending on the severity, the BIHA will prescribe a schedule accordingly.
- c. Upon a serious finding of non-compliance, follow procedure for new participants.

### **Corrective Action**

Any items that are found to be missing or in need of repair that are the participant's responsibility, whether intentional or unintentional, are to be repaired or replaced at the participant's expense. The following procedure will be followed:

1. A letter will be sent to the participant indicating the corrective action needed within a set time frame. The participant will also be notified that the BIHA will make the repair and charge the participant directly if a in the case of a rental. In instances involving a homebuyer, the resident will be given a set time frame in which the homebuyer must make arrangements to make the repair.
2. The BIHA re-inspects and verifies that the repair has been made and no further action may be necessary. If the resident fails to make the repair, then the BIHA will proceed to the next step.
3. A work order is issued and the BIHA proceeds to make arrangements for the repairs to be made with labor and materials charged to the resident. Inspections of the unit are then scheduled in accordance with the need as determined by the BIHA.

### **Non-Compliance:**

Participant's refusal to allow BIHA to enter the premises and all buildings as described in the BIHA policies is a serious violation of the BIHA housing assistance programs and action to terminate program participation will be initiated by the appropriate staff.

## **SECTION 4 MOVE-IN**

### **Maintenance Program**

Maintenance program procedures are as follows:

1. All Move-In Inspections are to be conducted with the Head-of-Household, at which time the Maintenance Department Representative will review the Tenant Responsibility and the responsibility of the Housing Authority in reference to the Maintenance Policy.
2. A follow-up inspection and maintenance counseling will be scheduled for sixty (60) Days after the original move-in date, to assure that the unit has not developed any problems and that the Tenant is in compliance with their Lease.
3. After the follow-up inspection, the following procedure will be followed to assure that both the Tenant & BIHA are in compliance with the Lease:
  - a. Tenants are notified two (2) weeks in advance as to when the annual unit inspection will be conducted.
  - b. At the time of inspection, the deficiencies are noted and the inspection form is signed by both BIHA staff and the Tenant.
  - c. When deficiencies are found, the Tenants are counseled on the requirements of their Lease and the importance of preventive maintenance. Tenant counseling will be documented, with date and signature of the Tenant.
4. For the expediency in correcting deficiencies found, a plan with time frames will be developed and agreed upon by the BIHA Inspector and the Tenant. This plan for correction of deficiencies will be itemized on a carbon form that will be signed by and executed at the time the plan is agreed upon. Failure to agree to a plan for correction is grounds for termination.
5. Results of the unit inspection and executed plan are entered into the Maintenance Log by the Maintenance Department Representative. The Inspection Log will be monitored monthly by the Maintenance Department Representative.

6. In the event no deficiencies are found and the Tenants are in compliance with all provisions of the Lease, Housing Management will send a positive letter recognizing their efforts in continuing with their compliance with the Lease.
7. Compliance with the plan will be monitored by the Maintenance Department Representative not later than thirty (30) days from the date of implementation. Failure to comply with agreed upon plan constitutes a breach of the Lease and grounds for termination. At the end of the given time to correct the deficiencies, the Maintenance Department Representative shall verify the correction of deficiency/deficiencies have been completed.
8. Tenants that fail to agree to a plan or timely carry out the agreed upon plan, are given the opportunity to identify any extenuating circumstances which may exist causing their noncompliance. A plan of action may be implemented or extended that will specify how the Tenant will return to compliance. If Tenant fails to timely carry out the agreed upon plan to BIHA's satisfaction, BIHA may either:
  - a. Contract with a third party to perform any maintenance, repair or replacement; or
  - b. Undertake the maintenance, repair or replacement itself.

In either event, Tenant is liable to BIHA for the costs of the repair or replacement, as calculated pursuant to Section III of this Attachment.

9. When a condition is found that threatens the life, health or safety of the Tenant, or the structural integrity of the unit and the Tenant does not have the resources to correct the condition, BIHA may immediately have the corrective work done without first offering Tenant the opportunity develop a plan of correction or to correct the condition himself or herself. The charge for the work done is charged to the Tenant's account if the condition is due to Tenant Fault or failure to conduct routine maintenance. The Tenant will be given a copy of the maintenance to be performed and details of the cost.
10. Whenever, for any reason, BIHA incurs maintenance, repair, cleaning or replacement costs that are attributable to Tenant under these policies or the Lease, BIHA will invoice the Tenant and:

- a. Withhold the sum due from Tenant's security deposit if the cost was incurred in connection with Tenant move-out; and/or
  - b. Add the sums to Tenant's rental obligation. If the additional sums would cause financial hardship, Tenant may request a repayment schedule which must be approved by the Executive Director. Failure to timely pay all sums due under these policies constitutes a breach of the Lease and grounds for termination.
12. It is the intent of BIHA to work with the Tenant to ensure that the units are well maintained. When all resources have been exhausted to bring the Tenants into compliance with the Lease, the Maintenance Department Representative will bring such matters to the attention of the Housing Manager. The Housing Manager will bring it to the attention of the Executive Director for concurrence with issuing a Notice to Terminate.
13. Tenant charges originate during occupancy or at the time of move-out with a statement of charges. Procedures are outlined in the Lease concerning move- out inspections.
14. It is important to determine any maintenance charges as soon as possible after the Tenant vacates. If the Tenant fails to clean the vacated unit to BIHA's standards or has damaged BIHA property, charges will be deducted from the Tenant's security deposit. If the deposit is insufficient to cover the charges, then the Tenant will owe BIHA the balance remaining and must make arrangements for payment.

## SECTION VI

### Responsibilities

#### A. Use of the Home

1. The Tenant and the BIHA are jointly responsible to the Tribe and future generations for ensuring that homes are used properly and well maintained.
2. It is the responsibility of each Tenant to take pride in their home by keeping it and the grounds in a decent, safe and sanitary condition at all times.
3. The Tenant and the BIHA are jointly responsible to the Tribe and future generations for ensuring that homes are used properly and well maintained.
4. It is the responsibility of each Tenant to take pride in their home by keeping it and the grounds in a decent, safe and sanitary condition at all times.

#### Responsibility

Specific responsibility and procedures for maintenance and repair depends on the specific housing assistance requirements outlined by the specific program and/or the applicable Agreement. General responsibilities are described for low-rent assistance provided by the BIHA

1. **Tenant:** The BIHA is responsible for providing maintenance for all rental units resulting from normal wear and "tear. Low-Rent Tenants are responsible for any Tenant damage or neglect, including damage resulting from failure to report maintenance problems or from poor housekeeping practices.

#### Notification

Low-rent Tenants shall notify the BIHA 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. The BIHA Director can assist all Tenants through inspection and counseling; however, the BIHA maintenance staff will take charge of all repair work on low-rent homes. Any non-covered repairs made by the BIHA are to be charged directly to the Tenant as additional rent.

#### B. Low Rent Tenants

##### Health and Safety Conditions

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 fails to correct the deficiency in an expeditious manner or in a time period specified by the BIHA Director, the Maintenance Manager shall have the work done, and charge the cost thereof to the Tenant as additional rent.

#### Work Order

Any work performed by the BIHA shall be documented by a work order or equivalent process stating the nature of and the charge, if any, for the work.

### 1.0. BIHA INSPECTION RESPONSIBILITIES

#### 1.0.1. General inspection requirement

The BIHA staff is required to perform several types of inspections, including periodic inspections of all homes, as well as move-in, move-out, warranty and special inspections.

#### 1.0.2. Annual inspections

When a tenant is in compliance with all the provisions of the Agreement, the BIHA will perform the periodic inspections once a year. If at any time it is determined the resident is not in full compliance with all terms of the Agreement, the BIHA may conduct inspections on a more frequent basis.

#### 1.0.3. Insurance claims

Promptly after receipt of notice, or after having evidenced a condition that would require a claim to be filed, the BIHA shall notify its insurance company.

#### 1.0.4. BIHA Maintenance Instruction Program

- RECIPIENT provides instruction programs to train and advise tenants of their maintenance responsibilities. The areas to be covered include:
- Operation of appliances and equipment in the home.
- Preventive maintenance programs;
- Energy conservation;
- Routine maintenance and housekeeping methods.

### 1.1. INSPECTION

- Annual inspections of the homes, equipment and grounds will be conducted in accordance with the inspection schedules and procedures established by the BIHA.
- Emergency and special inspections may be conducted at any time. If the BIHA determines a potential or actual emergency exists, the BIHA shall exercise immediate entry to the unit and within 24 hours provide written to residents of all inspection(s).

- During periodic inspections, BIHA staff will complete a "walk-through" of the home, visually noting discrepancies. Where minor deficiencies are noted, the BIHA staff shall confer with the Tenant and provide the necessary instruction and advice to inform the occupants of the responsibility to correct or prevent deficiencies.
- Major deficiencies, where noted, will require additional measures to be taken, including a written corrective action plan and follow-up to ensure that the Tenant takes appropriate steps to correct all deficiencies within a certain period of time.
- When a deficiency presents an immediate threat to the health and/or safety of the occupants, the BIHA staff shall have the work done and charge the costs in accordance with this Policy.

1.1.1. Maintenance requirements

- All maintenance work shall be completed using an approved work order and purchase order system.
- To expedite charges to the Tenant and reimbursement to BIHA, the BIHA shall use a standard list of charges, updated periodically to reflect actual costs associated with commonly replaced parts. This shall be prominently posted in the project office and given to the tenant requesting the list.