

**SANTA CLARA PUEBLO HOUSING AUTHORITY  
SECOND AMENDED AND RESTATED  
MAINTENANCE POLICY**

**Adopted by Resolution No. 2008-03 on April 11, 2008  
Amended and Restated by Resolution No. 2012-01 on March 14, 2012  
Amended and Restated by Resolution No. 2017-001 on January 19, 2017**

## TABLE OF CONTENTS

	<b>Page</b>
I. PURPOSE. ....	1
II. DEFINITIONS. ....	1
III. RECORDS. ....	2
A. Work Orders. ....	2
B. Building and Grounds Inspection Records. ....	3
C. Equipment Inspection Record. ....	3
D. Paint Record. ....	3
IV. NEW PROJECTS. ....	3
V. HOMEOWNERSHIP PROGRAMS. ....	3
A. Maintenance. ....	3
B. Inspections. ....	4
C. Structural Changes. ....	6
D. Advice and Technical Assistance. ....	7

**SANTA CLARA PUEBLO HOUSING AUTHORITY  
SECOND AMENDED AND RESTATED  
MAINTENANCE POLICY**

**Adopted by Resolution No. 2008-03 on April 11, 2008  
Amended and Restated by Resolution No. 2012-01 on March 14, 2012  
Amended and Restated by Resolution No. 2017-001 on January 19, 2017**

**I. PURPOSE.**

**A.** The policy enacted herein supercedes and rescinds all previous maintenance policies and practice statements and is the official Maintenance Policy (Policy) of Santa Clara Pueblo Housing Authority (SCPHA). It is intended to standardize maintenance procedures and shall be reviewed periodically to assure compliance with guidelines established by the U.S. Department of Housing and Urban Development.

**B.** Systematic and prudent maintenance keeps housing units in a good state of repair, appreciably extends their useful life, and results in lower overall costs. It also encourages Homebuyer satisfaction and, by example, elicits cooperation. Maintenance is performed to accomplish several purposes. One is to keep all Buildings, Equipment, and Grounds (Plant Elements) in condition so they fulfill their intended functions during their life expectancies. Another is to remove any condition that may lead to injuries or accidents. A third purpose is to forestall breakdowns by regular inspections, to repair or replace a Plant Element before it involves other adjacent elements in a breakdown, to reduce long-range operating costs, and to lessen the necessity for major restorations and improvements.

**II. DEFINITIONS.** As used in this Policy:

**A.** "Building" includes but is not limited to roofs, attic spaces, gutters, and downspouts, walls, porches, foundations, crawl spaces, windows, floors, doors, etc.

**B.** "Equipment" includes but is not limited to utility lines; piping; heating, cooling, and plumbing equipment and fixtures; pumps; tanks; ranges; refrigerators; incinerators; and tools.

**C.** "Grounds" includes but is not limited to lawns, roads, walks and other paved areas, trees and plants, fences, play areas, and drainage facilities.

**D.** "Homebuyer" means the person who has signed as the participating homebuyer an Homebuyer's Occupancy Document with SCPHA and who occupies or has the right to occupy a housing unit pursuant to that Homebuyer's Occupancy

Document.

E. "Homebuyer's Occupancy Document" means the document giving rise to the Homebuyer's right of occupancy or use of a housing unit.

F. "Maintenance" means the process of keeping the Plant Elements from declining in usefulness and appearance.

G. "MEPA" means the Monthly Equity Payments Account maintained for each Homebuyer under the Mutual Help and Occupancy Program pursuant to a Mutual Help and Occupancy Agreement (MHOA).

H. "Non-Routine Maintenance" means extraordinary maintenance and includes but is not limited to replacement of equipment, betterments, and additions; some major repairs; and rehabilitation involving substantial expenditures. Non-Routine Maintenance often is required as the result of disasters and natural occurrences such as lightning, flood, fire, obsolescence, and, in some instances, neglect, although maintenance involving replacement of roofs, replacement of eroded gas and heating lines, and rehabilitation of ground cover would also be considered Non-Routine Maintenance.

I. "Plant Elements" means all buildings, equipment, and grounds.

J. "Repair" means the restoration by overhaul of the facility to a condition substantially equivalent to its original capacity.

K. "Replacement" means the substitution of component parts of equipment to extend its useful life.

III. **RECORDS.** SCPHA shall keep the following records:

A. **Work Orders.** A work order shall be prepared in triplicate and printed on white and colored papers to distinguish the three copies. The work order shall be filled out in the office following a Homebuyer complaint or the discovery of the need for any Repair work. It should give the location and nature of the work to be done, the date, the work number of the order, the time the work is started and completed, and, in cases of work in a dwelling unit, the Homebuyer's name. The original of the work order is to be given to the person assigned to do the job; one copy will be retained in the office; the other copy will be given to the Homebuyer. The person assigned to the job shall add to or correct the description of the job if necessary and shall obtain the Homebuyer's signature when applicable. The office copy is used to check on the

backlog of work and, upon completion of the work, shall be filed in numerical order. The original copy shall be filed in the Homebuyer's file or a separate unit file.

**B. Building and Grounds Inspection Records.** Inspection records list the elements to be inspected periodically in each project. Forms shall be provided for each unit inspection, for each Building inspection, and for the Grounds inspection. Any items found needing correction shall be noted in the course of the inspection, and work orders shall be provided. The duplicate of the work order then serves as a follow-up check to see that the work has been accomplished within a reasonable time.

**C. Equipment Inspection Record.** Each piece of major Equipment shall have its own inspection record, and all inspection, Maintenance, and Repair data shall be entered in that record. The cost of overhauls, including that done by outside repairmen, shall also be entered. Periodic review of Equipment inspection records allows scheduling of inspection at the frequency determined to be necessary for each piece of Equipment.

**D. Paint Record.** The paint record provides a permanent record of interior painting in units, whether performed by the Homebuyer with project furnished paint or by SCPHA maintenance staff.

**IV. NEW PROJECTS.** A supervisory maintenance person may be employed for a new project before construction is completed so that he or she may observe operating tests, learn pipe and valve locations and other details, and become familiar with the physical aspects of the project while all the elements are still open to view and under the care of the contractor. SCPHA shall obtain copies of "as-built" drawings and addenda whereon are marked any changes or additions, and to obtain and permanently file Equipment warranty expiration dates and manufacturers' instruction and service booklets.

**V. HOMEOWNERSHIP PROGRAMS.**

**A. Maintenance.**

**1. Homebuyer's Responsibility for Maintenance.** The Homebuyer shall be responsible for routine and Non-Routine Maintenance of the Plant Elements, including all Repairs and Replacements (including Repairs and Replacements necessitated by damage from any cause). SCPHA shall not be obligated to pay for or to provide any Maintenance of the home other than the correction of warranty items reported during the applicable warranty period.

**2. Homebuyer's Failure to Perform Maintenance.** Failure of the Homebuyer to perform his or her Maintenance obligations constitutes a breach of the Homebuyer's Occupancy Document. Upon a determination by SCPHA that a breach has occurred, SCPHA shall require the Homebuyer to agree to a specific plan of action to cure the breach and to assure future compliance. The plan shall provide for Maintenance work to be done within a reasonable time by the Homebuyer, or to be done by SCPHA and charged to the Homebuyer's MEPA. If the Homebuyer's MEPA does not contain sufficient funds to cover the cost of Repairs or if the Occupancy Document does not establish a MEPA, the cost will be divided into equal amounts and added to the Homebuyer's required monthly payment to be paid over a period of time not to exceed one year. If SCPHA determines that the condition of the property creates a hazard to the life, health, or safety of the occupants, or if there is an immediate risk of serious damage to the property if the condition is not corrected, the corrective work shall be done promptly by the Homebuyer, or by SCPHA with a charge of the cost to the Homebuyer's MEPA. If the Homebuyer's MEPA does not contain sufficient funds to cover the cost of Repair or if the Occupancy Document does not establish a MEPA, the cost will be divided into equal amounts and added to the Homebuyer's required monthly payment to be paid over a period of time not to exceed one year. At SCPHA's discretion, a deposit may be required.

**3. Work Order.** Any Maintenance work performed by SCPHA shall be accounted for through a work order stating the nature of and the charge for the work. The Homebuyer shall receive a copy of all work orders for his or her home. The Homebuyer shall be responsible for the cost of any Maintenance work performed by SCPHA. SCPHA shall reserve the right to refuse new work orders if previous work order costs have not been paid.

**4. Outside Workers or Contractors.** A Homebuyer may not enter into any special arrangements for obtaining Maintenance services from outside workers or contractors without the prior written approval of SCPHA. Any such special arrangements, notwithstanding approval of SCPHA, shall be the sole financial responsibility of the Homebuyer, and SCPHA has no responsibility for arranging or paying for any such outside Maintenance services.

**B. Inspections.**

**1. Inspection Before Move-in and Identification of Warranties.** In order to provide a record of the condition of the home as of the date of occupancy, an inspection of the home by SCPHA and the Homebuyer shall be made

as close as possible to, but not later than, the date of occupancy. After the inspection, SCPHA inspector shall give the Homebuyer a written statement, signed by the inspector, of the condition of the home and Equipment. If the Homebuyer concurs with the statement, he shall sign a copy of the statement. If the Homebuyer does not concur, he or she shall state his objections in writing on the statement.

**2. Inspections During Contractor's Warranty Periods; Responsibility for Items Covered by Warranties.**

On or before the date of occupancy of each home, SCPHA shall furnish the Homebuyer with a list of applicable contractors', manufacturers', and suppliers' warranties, indicating the items covered and the periods of the warranties. No less often than every three months during the warranty period or periods, SCPHA shall inspect the items covered by the warranties. At each inspection, SCPHA shall obtain a signed statement from the Homebuyer as to any deficiencies in any of the Plant Elements so that it may enforce any rights under the applicable warranties.

Independent of these SCPHA inspections, it shall be the responsibility of the Homebuyer during the period covered by the applicable warranties to inform SCPHA promptly of any deficiencies or breach of warranties so that SCPHA may enforce any rights under the applicable warranties. If a Homebuyer fails to report such a deficiency or breach in time, and SCPHA is subsequently unable to obtain redress under the warranty, correction of the deficiency shall be the responsibility of the Homebuyer.

**3. Inspection upon Termination of Agreement.** If the Homebuyer's Occupancy Document is terminated for any reason, SCPHA shall inspect the home, after notifying the Homebuyer of the time for the inspection, and shall give the Homebuyer a written statement of the cost of any Maintenance work required to put the Plant Elements in satisfactory condition for the next occupant. Such cost shall be the sole responsibility of the Homebuyer.

**4. Physical Inspections.** SCPHA shall conduct a complete interior and exterior examination of each home on a regular basis, but not less frequently than annually, and shall furnish a copy of the inspection report to the Homebuyer. Inspections of each unit shall be due within thirty calendar days of the yearly anniversary of the initial inspection conducted under this Policy. Any item requiring Repair or Replacement will be recorded. This will include but not be limited to plaster Repairs, painting, removal of overgrown weeds and brush, termite inspection, roof deterioration, overloading of electric circuits, and corrosion control. Following the inspection, the SCPHA inspector shall give the

Homebuyer a written statement, signed by the inspector, of the condition of the Plant Elements. The Homebuyer shall sign a copy of the statement and indicate when necessary Repairs and/or Replacements will be made. A copy of the inspection statement will be retained in the Homebuyer's permanent folder, and a duplicate copy shall be given to the Homebuyer. A follow-up procedure will be established to see that all required Repairs and Replacements have been carried out within a reasonable period of time.

**5. Homebuyer Permission and Participation in Inspections.** The Homebuyer shall permit SCPHA to inspect the home at reasonable hours and intervals in accordance with rules established by SCPHA. The Homebuyer shall also be notified that he or she or his or her representative may join in the inspection.

**C. Structural Changes.**

**1.** A Homebuyer shall not make any structural changes in or additions to his or her home unless SCPHA has first determined in writing that such change would not (a) impair the value of the home, the surrounding homes, or the project as a whole; or (b) affect the use of the home for residential purposes. Additions to the home include but are not limited to energy conservation items such as solar panels, wood-burning stoves, flues, and insulation. Any changes made in accordance with this Section shall be at the Homebuyer's expense, and, in the event of termination of the Homebuyer's Occupancy Document, the Homebuyer shall not be entitled to any compensation for such changes or additions.

**2.** Homebuyer must notify SCPHA, provide written plans and specifications, and gain written approval from the SCPHA Board of Commissioners (Board) prior to making any additions, structural changes, or other modifications and improvements to the Housing Unit.

**3.** Homebuyer must demonstrate that he or she has been compliant with all applicable SCPHA Policies for at least the four months immediately preceding the date of application to the Board for written approval to make additions, structural changes, or other modifications and improvements to the Housing Unit.

**4.** The Board shall not approve any requests Homebuyer's request to make additions, structural changes, or other modifications and improvements unless monthly payments are current and Homebuyer is not otherwise delinquent in any payment owed to SCPHA.

**5.** Additions, structural changes, or other modifications and improvements to the Housing Unit that



are not approved by SCPHA will be considered a breach of this Policy and will not be covered under the basic hazard insurance for the Housing Unit.

6. If the Homebuyer is in full compliance with the terms of the Homebuyer's Occupancy Document and the Occupancy Document provides for a MEPA, SCPHA may agree to allow the Homebuyer to use the funds in the MEPA for betterments and additions to the home. In such event, SCPHA shall determine whether the Homebuyer will be required to replenish the MEPA or if the funds are to be loaned to the Homebuyer at an interest rate determined by SCPHA. The Homebuyer cannot use MEPA funds for luxury items, as defined by SCPHA.

7. If the Occupancy Document does not provide for a MEPA, the Homebuyer is in full compliance with the Terms of the Homebuyer's Occupancy Document, and SCPHA has sufficient funds available, Homebuyer, in the Board's sole discretion, may be allowed to borrow against equity in his or her home for betterment and additions. In such event, Homebuyer shall repay the equity loan over a term and at an interest rate determined in the sole discretion of the Board.

**D. Advice and Technical Assistance.** SCPHA will provide pre-occupancy and post-occupancy training to Homebuyer families, which training shall consist of the following:

1. Training will be provided to explain the Homebuyer Program and the rights and obligations of the Homebuyers.

2. Training will be provided to increase the knowledge and understanding of Homebuyers of the methods and means properly to care for and maintain (1) both the interior and exterior structures of the home, including electrical, plumbing (including water heaters and pumps), and heating systems; (2) major appliances, refrigerators, ranges, and dishwashers; (3) minor appliances, such as can openers and toasters; and (4) yards and gardens. In addition, training will be provided to Homebuyers to increase their knowledge about simple Repair techniques with regard to the above-mentioned house components and Equipment.

3. Training will be provided to Homebuyer families on family budgeting, use of credit, and meeting financial obligations, including their responsibility to make the required monthly payments and to allocate funds to various other necessities, such as utilities.

4. Homebuyers will be given information on and, where appropriate, will be assisted by referrals to,

local, state, and federal agencies whose programs relate to total family counseling and social services, including services on problems such as alcoholism, drug abuse, etc.