

**KARUK TRIBE HOUSING AUTHORITY**  
**CHAPTER 6**  
**MUTUAL HELP MAINTENANCE POLICY AND PROGRAM**

**CHAPTER 1 POLICY INTRODUCTION**

To ensure that safe, decent and sanitary conditions exist in each of our Mutual Help homes, the KTHA has established a maintenance program for its home buyers.

The Home buyer has major responsibilities to the KTHA under the terms of the Mutual-Help Home Ownership Agreement (MHOA) as stated in Section 5.2 of the MHOA and any regulations which the KTHA may adopt. Therefore, this policy will state the maintenance responsibilities and obligations of the KTHA and Home buyer in accordance to the MHOA.

The KTHA shall not be obligated to pay for or to provide any maintenance of the home other than the corrections of warranty items reported during the warranty period (MHOA 5.2(a)).

The KTHA shall use its best efforts to obtain compliance with the following maintenance policy and program sufficient to assure full performance of the respective maintenance and responsibilities of the KTHA and Home buyer. A copy of this maintenance policy and program are posted in the KTHA office and are provided each Home buyer.

**CHAPTER 2 MAINTENANCE PROGRAM**

2-1 Responsibilities of the Home buyer

a. The Home buyer shall be responsible for all maintenance of the home, including all repairs and replacements, including those necessitated by damage from any cause.

The Home buyer is responsible for the repair and/or replacement of all items, interior and exterior, including but not limited to the following:

**Interior:** Painting, plumbing (fixtures, lines & valves), range, refrigerator, water heater, heaters (filters & fans), cabinets including counter tops and hardware, doors (hinges, locks & jambs), window coverings, lights (fixtures, bulbs and switches), flooring, bathroom accessories (holders bars and rods) smoke detector/fire extinguisher, insulation, pipes, etc.

**Exterior:** Painting, siding, doors & hardware, windows & screens, roofing, landscaping, cooler, fascia and trim, vents, gutters, light fixtures, storage, parking pad and fencing.

b. Failure by the Home buyer to perform his/her maintenance obligations constitutes a breach of the MHOA. In this event the KTHA shall require the Home buyer to develop a plan to resolve the breach and complete maintenance within a reasonable time. If work is done by the KTHA, the costs shall be added to the Home buyer's account balance. If the Home buyer fails to agree to a reasonable plan or to implement the agreed-to plan, the provisions stated in Section of 9.1 and 9.2 of the MHO's shall

rule.

c. If outside contractors are needed to make necessary repairs, it shall be the responsibility of the Home buyer to obtain their services.

d. Only where no other assistance is available, the Home buyer may request the KTHA to do maintenance work and Home buyer will pay for the repairs upon completion of the work. Terms of payments shall be mutually agreed upon prior to starting the work.

e. If any defects are found during the warranty period of an appliance or equipment, the Home buyer shall notify the KTHA so proper action may be taken.

1. A warranty is a written guarantee of the integrity of a product and the good faith of the make is given to the purchaser. It generally specified that the maker will be responsible for repair or replacement of defective parts, sometimes including servicing for a period of time. This time is known as the warranty period.

2. Appliance warranty cards shall be given to the Home buyer when he/she occupies the home. Typical warranty periods are one year for house construction and many appliances. Water heater warranties range from two to five years.

#### 2-2 Responsibilities of the KTHA

a. The KTHA shall be responsible for coordinating counseling programs to train and advise potential home buyers of their maintenance responsibilities prior to occupancy. The areas covered will include:

1. Operation of appliances and equipment in the home,
2. Preventive maintenance programs,
3. Energy conservation, and
4. Routine maintenance and housekeeping techniques.

b. The KTHA is responsible for items covered by warranty:

1. Prior to occupancy of a new home, a final inspection will be conducted by the architect, the contractor and the KTHA representative. The Home buyer shall be notified that his/her representative may join in the inspection. After the inspection, the KTHA inspector shall give the Home buyer a written, signed statement of the condition of the home and equipment. If the Home buyer does not concur, he/she shall cite his/her objections, and the differences shall be resolved by the KTHA Contracting Officer.

2. On or before commencement of occupancy of the home, the KTHA shall furnish the Home buyer with a list of applicable contractors, manufacturers and suppliers warranties indicating the items covered and the periods of the warranties.

3. The KTHA shall inspect the home the first month of occupancy and at least six weeks prior to the expiration of the contractor's

warranty period. The latter inspection shall be conducted with the architect and contractor whenever possible. Additional inspections may be performed as determined by the KTHA Contracting Officer.

-The inspection shall include items covered by manufacturers, suppliers and contractors warranties. At each inspection, the KTHA shall obtain a signed statement from the Home buyer of any deficiencies in the structure, equipment, grounds, etc. so that it may enforce any rights under the applicable warranties.

4. Independent of the KTHA inspections required by the MHOA, it shall be the responsibility of the Home buyer during the applicable warranty periods to promptly inform the KTHA of any deficiencies that may arise so that the KTHA may enforce any rights under the applicable warranties. If a Home buyer fails to report such a deficiency in time, and the KTHA is subsequently unable to obtain redress under the warranty, correction of the deficiency shall be the responsibility of the Home buyer.

c. After the initial one year warranty period, it shall be the responsibility of the KTHA to perform annual inspections of homes as a minimum, to ensure that maintenance is being performed by the home buyers. During these inspections the KTHA may advise home buyers of proper maintenance techniques, energy conservation and preventive maintenance measures. If any deficiencies are found, the procedures specified under Chapter 2 will be followed.

d. If the MHOA is terminated for any reason after occupancy the KTHA shall notify the Home buyer and inspect the home. As a result of the inspection, KTHA shall give the Home buyer a written statement of the cost of any maintenance work required to put the home in satisfactory condition for a new Home buyer.

e. If the condition of the home creates a hazard to life, health or safety of the occupants, the KTHA shall have necessary work done and charge the cost thereof to the Home buyer's account balance.

f. Any maintenance work done by the KTHA shall be accounted for through work order copies.

g. The KTHA may obtain contract services at a lower cost than individual home buyers. Every effort shall be made to arrange such contracts. Information regarding such services shall be posted in the KTHA office.

h. If a home incurs serious damage through fire, vandalism or forces of nature, the resident is required to notify the KTHA within fifteen days. The KTHA shall inspect the home and assess needed repairs. If necessary, the KTHA shall notify the insurance company within thirty days for repair of damages.

i. The KTHA shall establish individual files for each Home buyer that will contain all inspection reports and maintenance records. Utility allowance data and contract services for each project will also be kept.

j. The KTHA shall retain copies of reproducible as-built plans and specifications of all projects for future reference.

## 2-3 Participant's Maintenance Checklist

The Maintenance Checklist is recommended by the KTHA as a guide for the performance of specific maintenance items. Most of them are preventive maintenance procedures which will help prolong the life of the equipment,

appliances and structural elements of the house. The KTHA shall be available for consultation if needed and shall monitor the home buyers progress during annual inspections.

MUTUAL HELP HOMEBUYER MAINTENANCE CHECKLIST

| MAINTENANCE ITEM  | FREQUENCY OF MAINTENANCE          |          |          |        |
|---|-----------------------------------|----------|----------|--------|
|   | MONTHLY                           | 3 MONTHS | 6 MONTHS | ANNUAL |
| Clean range hood filter-<br>soak in hot soapy water,<br>rinse and dry | -                                 |          |          |        |
| Vacuum heater filters   | -                                 |          |          |        |
| Check smoke detectors   | -                                 |          |          |        |
| Spray insect repellent<br>around foundations                          |                                   | -        |          |        |
| Defrost refrigerator<br>freezer                                       |                                   | -        |          |        |
| Clean range burners and<br>oven                                       |                                   | -        |          |        |
| Caulk around tubs and<br>counters                                     |                                   |          | -        |        |
| Clean hair from all<br>drains   |                                   |          | -        |        |
| Clean chimneys to remove<br>soot                                      |                                   |          |          | -      |
| Caulk around windows  |                                   |          |          | -      |
| Check attic insulation  |                                   |          |          | -      |
| Drain hot water tank<br>(shut power off)                              |                                   |          |          | -      |
| Check roofing and repair  |                                   |          |          | -      |
| Check fire extinguishers  |                                   |          |          | -      |
| Paint interior and<br>exterior  | Every three (3) to four (4) years |          |          |        |