

The North Andover Housing Authority Maintenance/Miscellaneous Charges Policy

Board Adopted November 19, 2015

The North Andover Housing Authority (NAHA) will charge tenants for the items listed below. These charges will be applied to the Tenant's Account Receivable account, and will be maintained and monitored by the NAHA.

1. MAINTENANCE CHARGES:

A. Tenant Caused Damages:

Tenants will be responsible for paying the Housing Authority's labor and material costs associated with repairing damage which exceeds normal wear and tear to a tenant's unit. In determining normal wear and tear, the original condition of the unit and the length of the tenant's tenancy in that unit will be considered.

Items which will normally be considered tenant damage include damage due to the use of excessive force (i.e. broken window(s), ripped screen(s), broken locks, dented doors, holes in walls), deliberate damage (i.e. graffiti, arson), "improvements" which must be removed or covered up by Maintenance during a turnover (i.e. wallpaper, dark paint, carpets, furniture), negligence (i.e. water damage due to constant or repeated unreported water leaks), and excessive wear and tear (i.e. excessive grime in kitchens, pet urine). Tenants will also be charged for any abandoned property, trash or debris left in their unit at the time of vacancy.

The tenant will be charged the current labor rate and materials will be charged at cost to the N A H A .

The NAHA maintains the right to charge a tenant's account for excessive wear and tear both during and at the conclusion of the tenancy. Charges may be assessed as part of the ongoing Preventive Maintenance Program.

B. After Hour Maintenance Calls Which Relate to Problems That Are

Caused by or Preventable by a Tenant:

Normal Maintenance Business Hours are:

Monday-Friday 7:00 a.m. - 3:00 p.m.

Tenants will be charged for after hours calls which the tenant could have prevented. These calls include, but are not limited to:

Lock Outs

Inoperable Heat, Hot Water Heater or Stove Due to Lack of Fuel.

Clogged Toilet/Sink Which Could be Unclogged With an Ordinary Plunger

Such costs will be based upon the number of "man-hours" required to repair the problem.

Tenants will be charged \$32.00 for lock-outs that occur outside normal work hours. It is the Executive Director's discretion to wave fees based on any special circumstances raised by the tenant.

C. Yard Maintenance/Snow Removal:

Tenants are responsible for the care and up-keep of their yards. Tenants are required to keep their yards free of garbage and debris.

During the winter season tenants are responsible for snow and/or ice removal from their front door up to the common walkways if the tenant has an exclusive entrance and walkway to their apartment. (this does not apply to senior/disabled housing) If the tenant fails to maintain these areas, the NAHA will warn the tenant in writing that they have three (3) days in which to comply, except in the case of snow/ice removal when a tenant will only be given twenty-four (24) hours to correct a deficiency. If the tenant fails to comply after three days (or 24 hours for snow/ice removal), the NAHA will perform the necessary work and charge the tenant for the number of man-hours required to remove the snow and/or ice or manage the yard debris. The NAHA shall have the right to immediately remove any item without tenant notice that poses an immediate threat to health & safety. The NAHA will be responsible for snow removal from the common

walkways.

If the NAHA determines that a tenant has failed to maintain his/her yard to the NAHA's satisfaction, the NAHA will warn the tenant in writing that the NAHA will take care of his/her yard at the tenant's expense. After three (3) days, the NAHA will perform the necessary work and charge the tenant for the number of man-hours required to clean the tenant's yard with a one man-hour minimum. One "man-hour" currently equals \$ 40.00 and is subject to change. Tenants may also be charged to one "man-hour" to remove trash, furniture, appliances and other debris. Appliances that must be discharged prior to disposal shall also be subject to a \$15.00/appliance surcharge in addition to the man-hour of time.

D. Keys:

All tenants will be provided with 2 unit keys upon occupancy. Residents of developments shall also be provided with 2 community room/security door keys per household. Each tenant is also provided with two mailbox keys upon occupancy. Do not copy replacement keys may be provided during a tenancy at a charge of \$10.00 per key. Circumstances will be considered if it is no fault to the tenant. If a tenant would like additional copies of regular keys (able to be copied by key maker) the tenant is responsible for the fee.

The NAHA will honor reasonable requests from residents to have their locks changed.

2. RETROACTIVE RENT:

In accordance with the lease, tenants will be required to repay the Housing Authority for retroactive rent should it be determined that the tenant failed to provide complete information regarding his/her income, assets, deductions or other items used in computing his/her rent. Should such a retroactive rent charge be assessed, a repayment plan shall apply at the discretion of the Executive Director.

3. LEGAL FEES:

Should the North Andover Housing Authority be successful in its eviction or termination of a tenant, the Housing Authority shall charge that tenant's account for legal related fees it incurred during the eviction or termination process. These costs are currently \$125.00 per hour for the NAHA's attorney's time plus court costs,

service fees, moving expenses and storage costs.

4. BOUNCED OR RETURNED CHECKS:

If a tenant's check to the NAHA for rent or other amounts owed is returned for insufficient funds, the tenant is responsible for paying any bank charge that the NAHA incurs as a result of the returned or bounced check plus administrative costs. The minimum charge for a returned check shall be \$15.00.

5. DEPOSITS WHICH MAY BE COLLECTED:

A. Pet Deposit:

A Pet Deposit of \$160.00 or one month's rent for each pet, whichever is less, shall be charged should a tenant receive permission to have a pet under the State Pet Regulations. At the end of the tenancy, any excess cleaning which is required due to the pet will be charged against the deposit. Any remaining portion of the deposit will be returned to the tenant or his/her estate.

6. PET PARTICIPATION FEE:

A fee, in graduating amounts of \$10.00 for a first offense and \$15.00 for each subsequent offense, shall be collected from pet owners failing to clean up after their animals.

7. MAINTENANCE/MISCELLANEOUS CHARGE COMPLAINT:

In an attempt to foster informal resolution of tenant complaints regarding a maintenance or miscellaneous charge, the following Review Board will be established to review such complaints and suggest resolutions or adjustments for such complaints. This process does not supersede the tenant's right to have a hearing before the Grievance Panel, the Board of Commissioners, or HUD/DHCD; or, to pursue judicial remedies through the courts.

1. Complaints must be filed within ten (10) business days of the issuance of the charge and must be filed in writing. A timely tenant complaint regarding a charge shall be referred to a Review Board.
2. The Review Board shall be comprised of the Executive Director, the Housing Manager and two tenant representatives. The tenant representatives will be appointed by the Executive Director. In addition, an alternate shall be designated for each representative.
3. In an informal setting, the Review Board shall meet with the tenant (who may be

represented by counsel or other representatives) and the Housing Authority official who promulgated the charge (i.e. maintenance department personnel or office staff).

4. If appropriate, the Review Board will attempt to reconcile differences between the Housing Authority and the tenant, and may recommend that the charge be maintained, withdrawn or decreased. The Board also may make no decision if a majority vote can't be reached.
5. The recommendation of the Review Board shall be binding on the Housing Authority, but shall not be binding on the tenant.
6. The recommendation of the Review Board may be used by either the Housing Authority or the tenant in justifying that party's case to the Grievance Panel, the Board of Commissioners, HUD or DHCD.