



## Maintenance/Miscellaneous Charges Policy

The Salem Housing Authority (SHA) 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 SHA.

### 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 the materials used will be charged by the cost to the SHA.

The SHA 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 7:30 a.m. - 4:00 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 hours required to repair the problem at the rate of the staff person that responded to the problem.

Tenants will be charged the current labor rate of the staff that responds to the call as follows for lock-outs that occur outside normal work hours:

- |                          |   |
|--------------------------|---|
| • <b>Monday – Friday</b> | <b>Current labor rate</b>                 |
| • <b>Saturday</b>        | <b>Time + 1/2 the current labor rate</b>  |
| • <b>Sunday</b>          | <b>Double Time the current labor rate</b> |
| • <b>Holiday</b>         | <b>Double Time the current labor rate</b> |

It is the Executive Director's discretion to waive 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 SHA 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 SHA 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 SHA shall have the right to immediately remove any item without tenant notice that poses an immediate threat to health & safety. The SHA will be responsible for snow removal from the common walkways.

If the SHA determines that a tenant has failed to maintain his/her yard to the SHA's satisfaction, the SHA will warn the tenant in writing that the SHA will take care of his/her yard at the tenant's expense. After three (3) days, the SHA 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" at the current labor rate of who responds to call for removal. 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 an appliance surcharge in addition to the man-hour of time.

**D. Keys:**

All tenants will be provided with 1 unit key or key fob, where applicable, per household member on the lease, upon occupancy. Residents of developments shall also be provided with 1 community room/security door key per household where applicable. Each tenant is also provided with one mailbox keys upon occupancy. Do not copy. Replacement keys or fobs may be provided during a tenancy at a charge of \$10.00 per key or \$20.00 per fob. 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 SHA will honor reasonable requests from residents to have their locks changed. A charge may apply depending upon the circumstances.

**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 Salem 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 SHA'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 SHA for rent or other amounts owed is returned for insufficient funds, the tenant is responsible for paying any bank charge that the SHA 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 Directors, 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 Directors, HUD or DHCD.

Adopted by SHA Board of Directors on:      October 14, 2020  
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