

SECTION 11

EMERGENCIES

The following applies to **ALL Programs**

11.1. Emergencies Requiring Housing Department Notification / Response.

- A. Emergency notification, of **Housing Department** staff, shall be limited to those **Emergencies** affecting housing units that are under management of the **Housing Department**.
- B. Examples of some of the more common **Emergencies**, that require **Housing Department** Notification and Responses are:
 - (1) An **abandoned** unit (that needs to be boarded up to secure the unit).
 - (2) Dog(s) **barking** incessantly inside the unit with **NO** response from anyone inside.
 - (3) Entry **door(s)** that have been **broken** / kicked in (and need to be boarded up to secure the unit).
 - (4) **Fire / flames** are visible coming from the unit.
 - (6) **Smoke** is visible coming from the unit.
 - (7) A **water** main break (that requires access to the main shut off valve, inside the house, in order to minimize damage).
 - (8) **Water** coming from the dwelling unit (that requires access to the main shut off value, inside the house, in order to minimize damage).
 - (9) **Window(s)** that have been **broken** out (and need to be boarded up to secure the unit).

11.2. Emergencies During Normal Business Hours.

- A. When **Emergencies** occur, during **Normal Business Hours**, clients shall contact the **Housing Department** staff, by calling the **Housing Department** Office Manager at **(231) 271-4473**.
- B. The Office Manager shall ensure that calls are forwarded to the appropriate **Housing Department** staff.
- C. **Housing Department** staff shall respond to **Emergencies** immediately, upon notification.

11.3. **Emergencies After Normal Business Hours.**

- A. When ***Emergencies*** occur, ***After Normal Business Hours***, clients can contact the **Housing Department** staff, by calling the **Emergency Beeper Number: (231) 318-0149**
- B. The Police Department maintains an ***Emergency Contact List*** of key **Housing Department** staff (and their phone numbers) and shall ensure that they are advised of ***Emergencies***.
- C. **Housing Department** staff shall respond to ***Emergencies*** immediately, upon notification.
- D. The **Housing Department** Office Manager shall ensure that the ***Emergency Contact List*** is updated and forwarded to the Police Department (and Housing Director) at least quarterly.

SECTION 12

FENCING

The following applies to **ALL Programs**

12.1. General.

- A. If **NOT** already fenced, clients may fence in their yards.
- B. Clients interested in putting up a fence on the property of their dwelling unit shall submit a **WRITTEN** request to the **Housing Department Director**, PRIOR to installation.

12.2. Client Request Content. The clients **WRITTEN** request shall include the following:

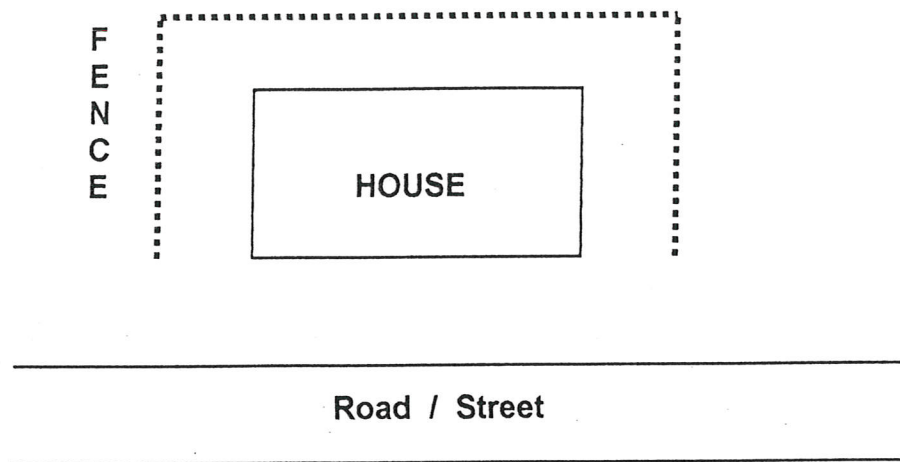
- A. Unit (House / Apartment) Address / Number (as applicable).
- B. Unit Location (project / area).
- C. Narrative description of where the fence will go accompanied by a sketch or drawing of where the fence will go.
- D. Specifications (i.e., dimensions of the fence and type of materials to be used).
- E. Projected start date of work on the fence.

12.3. Housing Department Review of Request.

- A. The **Housing Department Maintenance Division Supervisor** shall review the information submitted to ensure that the:
 - (1) Plan is structurally sound.
 - (2) Proposed fence shall **NOT** adversely impact existing sewer / water lines, utility easements, road easements, etc.
 - (3) Proposed fence shall **NOT** impair the value of the home, the surrounding homes, or the project.
 - (4) Proposed fence shall **NOT** impair the use of the home for residential purposes.

- (5) Proposed fence shall **NOT** violate the requirements stipulated in local building codes / ordinances regarding design and construction.
 - B. If it is determined that the proposal does **NOT** violate any of the issues (as noted above), the **Housing Department's** Maintenance Division Supervisor shall recommend approval to the Director and the **GTB Advisory Committee**.
- 12.4. **Housing Committee Review / Approval.** The client shall appear before the **GTB Advisory Committee** during their review of his / her request for fencing.
- A. This will afford the committee members with an opportunity to ask the client questions before they make their final determination (for or against) the request.
 - B. The FINAL decision of the **GTB Advisory Committee** shall be forwarded to the client, within seventy-two (72) hours of the **Housing Committee** reaching a decision. That decision shall be in WRITING and forwarded to the client via First Class mail.
 - C. Copies of that decision shall be filed in the client's permanent **Housing Department** files (one to Maintenance and one to Resident Services).
- 12.5. **Funding for Fencing.**
- A. **ALL** costs associated with installing "*client requested*" fencing shall be borne by the client – **NOT** the **Housing Department**.
 - B. **Mutual Help Only.**
 - (1) Clients in the Mutual Help program are PROHIBITED from obtaining financing for fencing, **if** that financing involves a LIEN being placed on the dwelling unit. The dwelling unit and property **MUST** remain unencumbered until conveyed to the client.
 - (2) Clients in the Mutual Help program may **NOT** use their MEPA accounts to pay for the installation of fencing.
- 12.6. **Fence Agreement.** If installation of fencing is approved, the client shall be required to execute a Fence Agreement that binds him / her to abide by the following:
- A. Client agrees that fencing shall be within the boundaries of the lot being fenced. In other words, along the lot line.

- B. Client agrees to check with the **Tribal Land Use Office**, to schedule an appointment to get the property staked out, PRIOR to installing any type of fencing. This will ensure that fencing is installed on the property lot lines.
- C. Client agrees to contact DIGGERS HOTLINE and have them check the property for buried utilities (i.e., phone lines, electric lines, natural gas lines, T.V. Cables, etc.). This will be done PRIOR to installing any type of fencing to ensure there are **NO** obstructions when digging fence post holes thus helping to prevent personal injury and property damage.
- D. Client agrees that fencing shall **NOT** extend any further, toward the road / street, than the point of the residence closest to the street. See illustration below:



- E. Client agrees to pay for **ALL** costs related to the installation of the fencing.
 - F. Client agrees to properly maintain the fence once installed.
 - G. Client agrees to remove the fencing at time of MOVE-OUT and restore the property to its original state.
 - H. See Appendix **13** for a Sample of the **Housing Department's "Fence Agreement"** form.
- 12.7. **Fence Maintenance.** Once fencing is installed, clients shall properly maintain it so as **NOT** to create an eye sore in the community.
- 12.8. **Disposition at Time of Move-Out.** At time of MOVE-OUT, clients shall return the property to its original state. In other words, remove the fencing (at their expense) and properly dispose of **ALL** materials.

- A. If the client fails to remove the fencing and return the property to its original state, the **Housing Department** shall take care of it. The client however, shall be billed for any expenses incurred.
- B. See Section **50** (entitled: *Vacating Units*) of this document for details on billing, collecting, and the consequences of **NOT** paying for rightful obligations.

12.9. **Compensation after Move-Out.**

- A. After Move-Out (either at the client's doing or as mandated by the **Housing Department**), the client shall **NOT** be entitled to any monetary compensation for expenses incurred while installing the fence.
- B. If the client has any outstanding liability (i.e., a loan or other financing) for the cost of the fence, that liability may **NOT** be assigned to the **Housing Department** following a voluntary or involuntary Lease Termination.

12.10. **Fence Specifications Guide.** See Appendix **14** for a Sample of the **Housing Department's "Fence Specifications"** Guide. This provides additional information on the types of fences allowed, recommended materials, limits on dimensions, etc.

SECTION 13

FIREARMS

The following applies to **ALL Programs**

13.1. **General.** Firearms, as defined in this document (See Section **10** entitled: *Definitions*), are prohibited from being used (discharged) or stored in any dwelling unit under management of the **Housing Department**.

Rational. **Housing Department** management is concerned for the safety and well being of **ALL** our clients and in particular the children in our community. It is our hope that by abiding by such a policy, the accidental discharge of firearms can be eliminated or greatly reduced.

13.2. **Exception for Hunters.** The **Housing Department** recognizes the rights of hunters to use firearms during hunting season(s). If firearms are to be "*temporarily*" stored in the housing unit, during hunting season, then they must be stored out of reach of children, they must have **ALL** ammunition removed, and they must have a trigger lock in place.

13.3. **Violations.**

- A. Should a client, a clients family member, or a clients guest get caught **bringing a firearm** into a **Housing Department** managed dwelling unit, the client shall be subject to IMMEDIATE Termination of his / her Rental Lease / Homebuyer (MHOA) Agreement and Eviction.
- B. Should a client, a clients family member, or a clients guest get caught **discharging a firearm** in a **Housing Department** managed dwelling unit (or on the dwelling unit property), the client shall be subject to IMMEDIATE Termination of his / her Rental Lease / Homebuyer (MHOA) Agreement and Eviction.
- C. Before Termination of the Rental Lease / Homebuyer (MHOA) Agreement and Eviction proceedings can go forward, there must be **third party verification** that a Firearm offense (as described above) actually took place. Typically, this will come from the Police Department via a Police Incident Report. Such reports specify the date, time, location and parties

SECTION 14

FIRE EXTINGUISHERS

The following applies to **ALL Programs**

- 14.1. **General.** One (1) or more fire extinguishers have been placed in **ALL** units under management of the **Housing Department** as a first defense against fires in the home.
- 14.2. **Location of Extinguishers.** Because fires most often start in the kitchen, fire extinguishers have been mounted somewhere in the kitchen area of each dwelling unit and as close to the stove as possible.
- 14.3. **Demonstrations on Extinguisher Use.** Clients shall be given a demonstration, on how the fire extinguisher works, during the Move-In Inspection. If, for some reason it is **NOT** done at that time, clients may request a demonstration from **Housing Department** staff at any time by calling the **Housing Department** Maintenance Division and making an appointment.
- 14.4. **Tampering with Extinguishers.** Clients shall **NOT** tamper with or remove fire extinguishers from the dwelling unit.
 - A. Tampering with or removing fire extinguishers from a dwelling unit is grounds for Termination of the Rental Lease / Homebuyer (MHOA) Agreement and Eviction.
 - B. If a fire extinguisher is **NOT** in the unit, at time of MOVE-IN, clients should make this fact known to **Housing Department** staff IMMEDIATELY so that one can be placed in the unit.
- 14.5. **Periodic Inspection of Extinguishers.** **Housing Department** Maintenance Division staff shall ensure that fire extinguishers are in proper operating order at **ALL** times. To do that, certified checks shall be conducted at least "*annually*" and more frequently as time and resources permit. Each Fire Extinguisher has a "*certification tag*" attached to it. These are used, by the maintenance staff, for documenting those Inspections.
- 14.6. **Reporting Fire Extinguisher Failures.** If a client has to use a fire extinguisher, and finds that it is **NOT** operating correctly, they shall notify the **Housing Department** IMMEDIATELY so that a replacement can be provided.

SECTION 15

FIRES

The following applies to ALL Programs

15.1. Who to Call.

- A. In the event of a fire, in a dwelling unit that is under management by the **Housing Department** on the Reservation, clients should IMMEDIATELY notify local law enforcement authorities.
- B. This is necessary because **ALL** fire departments, on the Reservation, are "Volunteer" in nature and are **NOT** manned on a **24**-hour a day basis.

15.2. The Number to Dial.

- A. To report a fire, clients should call the **Grand Traverse Band Housing Staff Phone List**

Office: 4473
Fax: 2025

Admin: 3538
Fax: 7568

Bonnie Inman: 7941
Cell: 342-0933

Carol Foster: 4473
Office Cell: 357-4561

Dale DePetro: 7170
Cell: 342-0937
Pager: 318-0149

Deborah Bennett: 7449
Office Cell: 357-4186

E-mail **HYPERLINK** <mailto:gtbhousing@GTBIndians.com>
 gtbhousing@GTBIndians.com

Housing Emergency Beeper: 318-0149

Tribal Police Department by dialing **911**.

- B. The Police Department dispatcher shall, in turn, notify the appropriate volunteer fire department in that area so that they can be dispatched to the affected unit.
- C. Additionally, after the Fire Department has been notified, the Police dispatcher shall notify the **Housing Department** Security Officer and Maintenance Division Manager of the fire.

15.3. **After the Fire.**

- A. Following a fire, and Police / Fire Department investigations, the **Housing Department** Maintenance Division Manager shall ensure that the unit is boarded up (if necessary – based on the extent of damage).
- B. The **Housing Department** Maintenance Division Manager shall contact the Tribes Insurance Department to report the fire.
- C. The Maintenance Division Manager shall also accompany the Insurance Adjuster during his / her site visit.
- D. Following the Insurance Adjusters formal "*estimate*" of damages, and amount allowed under the claim, the Maintenance Division Manager shall schedule repairs as needed being mindful of what we have to work with (dollar wise).

SECTION 16

FLAMMABLES

The following applies to **ALL Programs**

- 16.1. **General.** Clients shall take every precaution to prevent fires from occurring within their dwelling units.
- 16.2 **Preventative Measures:**
 - A. Clients shall **NOT** store flammables (such as gasoline, kerosene, solvents, etc.) inside their dwelling unit. These types of flammable materials shall be kept, in proper and authorized storage containers, and stored outside the dwelling unit.
 - B. Clients shall make every effort to keep children from playing with matches.

SECTION 17

GRIEVANCES

The following applies to **ALL Programs**

- 17.1. **General.** Clients are entitled to submit formal GRIEVANCES to the **Housing Department** if they feel they have valid grounds for such a GRIEVANCE.
- 17.2. **When to File.** Some of the circumstances, under which a client may file a GRIEVANCE, are:
 - A. The client feels he / she has **NOT** been getting the level of service they deserve from the **Housing Department**.
 - B. The client feels he / she is having problems with **Housing Department Staff**.
 - C. The client feels he / she is having problems with other **Housing Department** clients.
 - D. Disputes (between the client and **Housing Department**) arising from the Terms and / or Conditions of the Rental Lease / Homebuyer (MHOA) Agreement (as applicable).
- 17.3. **Grievance / Compliant Form.** See Appendix **15** for a Sample of the **Housing Department's "Grievance / Complain"** form. This shall be used by clients when filing a GRIEVANCE / COMPLAINT.
- 17.4. **Additional Information.** Additional information, regarding the procedures for lodging and resolving formal GRIEVANCES, can be found in the **Housing Department's GRIEVANCE Policy**.

SECTION 18

ILLEGAL OCCUPANTS

The following applies to ALL Programs

- 18.1. **General.** From time-to-time, clients allow individuals to occupy their units, for extended periods of time, **WITHOUT** first obtaining the prior WRITTEN approval of the **Housing Department**. Typically, those individuals are referred to as the "*phantom boyfriend*" or the "*phantom girlfriend*". In other words, people who are there, but they aren't. At least, **NOT** legally or on paper. This is often done to avoid increases in monthly rental payments and / or homebuyer payments.
- 18.2. **Accommodations.** Clients are **NOT** allowed to give accommodations to individuals (other than those identified in the Lease Agreement) without the **PRIOR** written consent of the **Housing Department**.
- A. Failure, of the client, to notify the **Housing Department** of changes in Household Composition is a violation of the Rental Lease / Homebuyer (MHOA) Agreement (as applicable).
- B. Clients found to be giving accommodations to individuals, without **Housing Department** approval, are subject to Termination of their Rental Lease / Homebuyer (MHOA) Agreement (as applicable) and Eviction.
- 18.3. **Discovery.** In the event the **Housing Department** becomes aware of **ILLEGAL OCCUPANTS** residing in a unit, the following actions shall take place.
- A. The **Housing Department's** Resident Services staff shall issue an "**Illegal Boarders Inquiry**" to the affected client.
- See Appendix **16** for a Sample of the **Housing Department's "Illegal Boarders Inquiry"** form letter.
- B. The Client shall have ten (**10**) calendar days, from the issue date of the **Illegal Boarders Inquiry** form letter, within which to respond.
- 18.4. **Client Options.**
- A. When confronted with an **Illegal Boarders Inquiry**, clients shall be offered the opportunity to:

- (1) **Deny** (in writing) that someone (**NOT** previously listed on the Family Composition form, Rental Lease / Homebuyer (MHOA) Agreement) now resides in the unit;

or

 - (2) **Acknowledge** (in writing) that someone (**NOT** previously listed on the Household Composition form, Rental Lease / Homebuyer (MHOA) Agreement) now resides in the unit.
- B. Clients shall also be offered the opportunity to have those individuals (**NOT** previously listed on the Household Composition form, Rental Lease / Homebuyer (MHOA) Agreement) added to the Family Composition.
- C. If a client desires to add someone to the Household Composition, after move-in, and submits a WRITTEN Request to that effect, the request shall be reviewed by the **Housing Department** Staff and Director.
- D. The review / approval provisions, outlined in the **Housing Department's** **ADMISSIONS** Policy, shall be applied here. This includes, but is **NOT** limited to:
- (1) The client completing a new **Household Composition** form.
See Appendix **17** for a Sample of the **Housing Department's** "**Household Composition**" form.
 - (2) The client completing a new **Household Income** form.
See Appendix **18** for a Sample of the **Housing Department's** "**Household Income**" form.
 - (3) The proposed new Family Member (over **18** years of age) completing a **Criminal History Record Check** form.
See Appendix **19** for a Sample of the **State of Michigan's** "**Criminal History Record Request**" form.
Prospective tenant should pay for the background check
 - (4) The proposed new Family Member (over **18** years of age) completing the **Authorization for the Release of Information** forms.
See Appendix **20** for Sample of the **Housing Department's** "**Authorization for the Release of Information**" form.
See Appendix **21** for Sample of HUD's "**Authorization for the Release of Information / Privacy Act Notice**" form.

- E. These requirements shall be conveyed to the client, in WRITING, by the Housing Director.

See Appendix **22** for Sample of the **Housing Department** Director's response to client - "**Request to Add Individuals to the Household Composition**" form letter.

- F. Proposed new Family Member (over **18** years of age) being subject to the provisions of Section **5** of the **Housing Department's** ADMISSIONS Policy. If he / she is found to be "*ineligible*" for housing, based on the criteria in Section **5** of the ADMISSIONS Policy, then permission to move in shall be denied.

18.5. **Housing Department Actions.**

- A. The Resident Services Staff shall complete the verifications and other paperwork necessary to properly evaluate the client's request. The results shall then be forwarded to the Housing Director for final review and approval / denial.
- B. The **Housing Department** Director shall advise the client, in WRITING, that his / her request to add a new individual(s) to the Household has either been approved or denied.
- (1) If denied, the Director shall indicate the reason(s) for denial in his / her response to the client.
 - (2) Copies of **ALL** related correspondence shall be filed in the client's permanent **Housing Department** Resident Services file.

SECTION 19

INSPECTIONS

The following applies to **ALL Programs**

19.1. General.

- A. The **Housing Department** shall conduct inspections of each unit in accordance with the Inspection Standards outlined in the **Housing Department's** MAINTENANCE Policy.
- B. The client (Renter / Homebuyer) is obligated under the Rental Lease / Homebuyer (MHOA) Agreement to participate in Move-In, Annual, and Move-Out Inspections.
- C. The **Housing Department** has the right to make inspections of the unit, with prior notification to the client (Renter / Homebuyer), to ensure that the interior and exterior of the unit are being maintained in a decent, safe, and / or sanitary condition.
- D. Entry, for Inspections (less emergency), shall be made only during reasonable hours, and after advance notice. That advance notice shall be in written form to notify the client (Renter / Homebuyer) of the pending inspection. See Section 1 (entitled: *Access to Units*) of this document for details on "**Unit Access Notification Procedures**".
- E. In the event the inspection indicates the need for repairs or upkeep, it shall be duly noted on the Inspection Report.

19.2. Move-In Inspection.

- A. **Purpose.** Prior to initial occupancy, the client (or his / her designated representative) and **Housing Department** personnel (Resident Services & Maintenance) shall jointly inspect the dwelling unit. The purpose of the Move-In Inspection is to document the condition of the Dwelling Unit. The results of that inspection shall be documented on the **Housing Department's** standard **Inspection Report** form. That report shall be retained by the **Housing Department**, and used for future reference, should there be disputes following Termination of the Rental Lease / Homebuyer (MHOA) Agreement.

See Appendix 23 for a Sample of the **Housing Department's** "**Inspection Report**".

- B. **Video Taping Inspections.** In addition to the Move-In *Inspection Report*, the Move-In Inspection shall be **video taped** (per the Housing Department MAINTENANCE Policy).
- C. **Client Rights.** The client (or his / her designated representative) is encouraged to inspect the dwelling unit carefully and note any deficiencies or concerns on the *Inspection Report*.
- (1) The **Housing Department** Inspector shall ensure that the client is advised of his / her right to make comments about the Inspection. This action shall be documented on the "**Tenant Rights During Inspections**" form.
- See Appendix **24** for a Sample of the **Housing Department's** "**Tenant Rights During Inspections**" form.
- (2) This is the clients opportunity to draw attention to things that are missing / broken, were overlooked by maintenance, or were **NOT** fixed.
- (3) Clients should make sure such items get noted on the *Inspection Report* so that follow-up action, by the Maintenance Division, can be initiated.
- D. **Signatures on the Inspection Report.** At the conclusion of the Inspection, both the client (or his / her designated representative) and the **Housing Department** staff member(s) conducting the Move-In Inspection, are required to sign off on the *Inspection Report*.
- E. **Distribution of Inspection Reports.** One (1) copy of the completed *Inspection Report* shall be placed in the clients Resident Services File and one (1) copy in the clients Maintenance File. That report shall be retained by the **Housing Department**, and used for future reference, should there be disputes following termination of the Rental Lease / Homebuyer (MHOA) Agreement.

19.3. Post Occupancy Inspections.

- A. **When.** Within fourteen (14) calendar days of occupancy, the **Housing Department** shall have one of its Maintenance staff inspect the dwelling unit, along with the client (Renter / Homebuyer).
- B. **Purpose.** The purpose of the Post Occupancy Inspection is to:
- (1) Identify the location of the water shut off valve to the client.

- (2) Identify the location of the gas shut off valve to the client.
 - (3) Inspect the furnace to ensure that the pilot light is lit and that the furnace is in working order.
 - (4) Inspect the hot water heater to ensure that the pilot light is lit and that the furnace is in working order.
 - (5) Identify the location of the gas meter to the client.
 - (6) Identify the location of the electrical breaker box to the client.
- C. **What's Covered.** The Post Occupancy Inspection is also used as a "**how to**" session. This is done to identify and provide counseling on when and how:
- (1) To shut off valves should that become necessary.
 - (2) To ignite the furnace and water heater pilot lights should they go out.
 - (3) To reset breaker switches located in the circuit breaker box should power go out.
- D. **Counseling When Needed.** Additional counseling on the unit shall be provided, as requested by the client (Renter / Homebuyer), on the proper operation and maintenance of appliances such as the refrigerator, cook stove, dishwasher, etc.

19.4. Annual Inspection.

- A. **Purpose.** The purpose of the Annual Inspection is to ensure that **ALL** dwelling units are being properly utilized, maintained, and remain safe (structurally) and sanitary.
- B. **Frequency.** This inspection shall be done at least **ANNUALLY**, on each unit (Rental and Homeownership) and more often if **Housing Department** resources allow.
- Note:** This annual inspection is in addition to the standard Move-In and Move-Out Inspections.
- C. **Who Attends.** During the Annual Inspection, the client (or his / her designated representative) and **Housing Department** personnel shall jointly inspect the dwelling unit. The results of that inspection shall be

documented on the **Housing Departments** standard *Inspection Report* form.

See Appendix **23** for a Sample of the **Housing Department's** "*Inspection Report*".

D. **Video Taping Inspections.** In addition to the Annual Inspection Report, the Annual Inspection shall be *videotaped* (per the **Housing Department MAINTENANCE** Policy).

E. **Client Rights.** The client (or his / her designated representative) is encouraged to inspect the dwelling unit carefully and note any deficiencies or concerns on the *Inspection Report*.

(1) The **Housing Department** Inspector shall ensure that the client is advised of his / her right to make comments about the Inspection. This action shall be documented on the "*Tenant Rights During Inspections*" form.

See Appendix **24** for a Sample of the **Housing Department's** "*Tenant Rights During Inspections*" form.

(2) This is the clients opportunity to draw attention to things that are missing / broken, were overlooked by maintenance on previous visits, or need to be fixed.

(3) Clients should make sure such items get noted on the *Inspection Report* so that follow-up action, by the Maintenance Division, can be initiated.

Disclaimer in writing that no discretionary discrimination will be used on the HD staff's part to prevent Tribal Members from receiving a home.

F. **Signatures on the Inspection Report.** At the conclusion of the Inspection, both the client (or his / her designated representative) and the **Housing Department** staff member(s) conducting the Annual Inspection, are required to sign off on the *Inspection Report*.

G. **Distribution of Inspection Reports.** One (1) copy of the completed *Inspection Report* shall be placed in the clients Resident Services File and one (1) copy in the clients Maintenance File. That report shall be retained by the **Housing Department**, and used for future reference, should there be disputes following termination of the Rental Lease / Homebuyer (MHOA) Agreement.

H. **Access to the Unit.** Failure of clients to allow **Housing Department** personnel into the dwelling unit, for the purposes of conducting an Annual Inspection, or failure of the client to cooperate with the **Housing**

Department on the Annual Inspection, is grounds for Termination of the Rental Lease / Homebuyer (MHOA) Agreement and Eviction.

I. **Needed Repairs.**

- (1) If deficiencies are noted during an Annual Inspection, the **Housing Department** shall request that a "**plan of action**" for repair / replacement of items be executed between the client (Renter / Homebuyer) and the **Housing Department**.
- (2) The "**plan of action**" shall indicate a reasonable time frame for the completion of the repair / replacement of items as notated on the **Inspection Report**.
- (3) This "**plan of action**" shall also be coordinated with the client to assist them in correcting any deficiencies noted.
- (4) Based on the established timeline, the **Housing Department** shall complete follow-up monitoring within thirty (**30**) calendar days of the initial inspection and may elect to conduct additional inspections to ensure that the client is in compliance with the plan.
- (5) Failure by the client to agree to a "**plan of action**" shall result in a Notice of Termination being issued to the client for breach of the Rental Lease / Homebuyer (MHOA) Agreement.

19.5. **Pre-Move Out Inspection.**

- A. **When.** Pre-Move-Out Inspections shall be done only when requested by the vacating client.
- B. **Scheduling.** The Pre-Move Out Inspection shall be scheduled after the client (Renter / Homebuyer) provides the **Housing Department** with his / her fifteen (**15**) day notice of Intent to Vacate (Terminate the Rental Lease / Homeownership (MHOA) Agreement).
- C. **Associated Forms.** Upon receipt of the clients notification, the **Housing Department's** Maintenance Division Inspector shall send him / her a copy of the Inspection Report Form. The purpose of this is to provide the client with a "**heads up**" and identifies those items that shall be checked and may require repair / replacement or cleaning prior to the **Housing Department** regaining possession of the unit.

19.6. Move-Out Inspection.

- A. **Purpose.** Upon termination of the Rental Lease / Homebuyer (MHOA) Agreement, a Move-Out Inspection shall be required. The purpose of the Move-Out Inspection is to document the condition of the dwelling unit at the time the client (Renter / Homebuyer) vacates and the **Housing Department** regains possession of the unit.
- B. **Who Attends.** During the Move-Out Inspection, the client (or his / her designated representative) and **Housing Department** personnel shall jointly inspect the dwelling unit. The results of that inspection shall be documented on the **Housing Departments** standard *Inspection Report* form.

See Appendix **23** for a Sample of the **Housing Department's** "*Inspection Report*".

- C. **Video Taping Inspections.** In addition to the Move-Out *Inspection Report*, the Move-Out Inspection shall be **video taped** (per the **Housing Department MAINTENANCE** Policy).
- D. **Client Rights.** The client (or his / her designated representative) are encouraged to inspect the dwelling unit carefully and note any deficiencies that they do **NOT** agree with or concerns about the inspection / condition of the dwelling unit, on the Move-Out *Inspection Report*.

- (1) The **Housing Department** Inspector shall ensure that the client is advised of his / her right to make comments about the Inspection. This action shall be documented on the "*Tenant Rights During Inspections*" form.

See Appendix **24** for a Sample of the **Housing Department's** "*Tenant Rights During Inspections*" form.

- (2) This is the clients opportunity to draw attention to things that are of concern to him / her.

- E. **Signatures on the Inspection Report.** At the conclusion of the Inspection, both the client (or his / her designated representative) and **Housing Department** staff member(s) conducting the Move-Out Inspection, are required to sign off on the *Inspection Report*.
- F. **Abandonment.** In the event that a client vacates WITHOUT prior notice, or in the case of ABANDONMENT, the **Housing Department** shall conduct the Move-Out Inspection (less the client).

- (1) **Videotaping** and proper documentation of the inspection shall be completed as noted above.
- (2) The **Inspection Report** shall be annotated to denote that the unit was ABANDONED and that the client was unavailable for the inspection.

G. **Distribution of Inspection Reports.** One (1) copy of the completed **Inspection Report** shall be placed in the clients Resident Services File and one (1) copy in the clients Maintenance File. That report shall be retained by the **Housing Department**, and used for future reference, should there be disputes following termination of the Rental Lease / Homebuyer (MHOA) Agreement.

19.7. **More Information.** Details on scheduling, client notification of inspections, the purpose of each type of inspection, what is to be inspected, the procedures for conducting **ALL** types of **INSPECTIONS**, and how the client and **Housing Department** deal with deficiencies, can be found in the **Housing Department's MAINTENANCE Policy**.

SECTION 20

INSURANCE

The following applies to **ALL Programs**

- 20.1. **Housing Department Responsibilities.** The **Housing Department** is required, by law (NAHASDA), to maintain adequate insurance (i.e., fire and extended coverage) on **ALL** units, under management. It is important for clients to note that that coverage is for repair / replacement of the "structure" and **NOT** the "personal contents" of the leaseholder.
- 20.2. **Client Responsibilities.**
- A. It is the responsibility of the client to obtain their own personal property / contents insurance. This is commonly known as "renters insurance".
 - B. While the **Housing Department** shall **NOT** take out renters insurance policies for its clients, the staff can and will provide information on insurance companies in the area who do provide such insurance.
 - (1) The most common insurance carrier in Indian Country being "AMERIND". This is a member owned and operated insurance company specializing in Native American Housing Insurance needs.
 - (2) This information shall be disclosed and / or made available to clients during the ORIENTATION process, however, handouts are available from the Resident Services staff at any time.
- 20.3. **Liability Disclaimer.** The **Grand Traverse Band Housing Department** shall **NOT** be held legally responsible for any injuries or damages, resulting from the client's or the dwelling units occupant's acts, actions or failure to act.