

Bois Forte Housing Division
Tenant Damage Billing Information Sheet
Tax Credit Program

Who affords the cost of maintenance or repairs to Housing units?

The current approved Bois Forte Housing Admission & Occupancy Policy states in Section 11 Part 7: *“It is the policy of the Housing Division that tenants are responsible for all damages to the unit and the Housing Division is responsible for maintenance of the unit.”*

Tenant damage is any damage to the unit or to the development premises that is due to the neglect or the willful act of the tenant, the tenant’s household members, tenant’s guests or visitors.

I.e. tenant neglect: *mold issue caused by tenant not reporting a water leak to the office for repair.*

I.e. tenant damage: hole in the wall, children’s toy in toilet, flooring replacement due to dog feces.

“Normal wear and tear” simply means that Housing is responsible for the cost of replacing worn out elements, electrical fixtures, and things of that nature.

Lease Agreement References

This information is backed in the lease agreements Housing shares with tenants, which is where the office first makes it known to tenants that they are responsible for any damage that is their fault. Note that there are three distinct types: the LIHTC (Low Income Housing Tax Credit) Lease for Tax Credit programs, Nett Lake Senior Assisted Living Center Lease for the S.A.L.C apartments, and the Dwelling Lease for all other rentals.

LIHTC Lease Agreement in Section 7 says the following:

7. MAINTENANCE AND REPAIR. The Tenant/Homebuyer agrees to keep the home and lot in good repair, and will not permit the premises to become unsightly. Management promises (A) that the premises are fit for residential use; (B) to keep the premises in reasonable repair during the term of the lease; and (C) to maintain the premises in compliance with the applicable health and safety laws of the Bois Forte Band. The Tenant/Homebuyer agrees to make all required repairs and eliminate any violations of health and safety laws whenever such disrepair and conditions are the result of negligence, willful malicious or irresponsible conduct of the Tenant/Homebuyer or the Tenant/Homebuyer’s guests or visitors.

Whereas Section 8 covers damage responsibilities specifically:

8. DAMAGE

(a) No fault. If the home or any part of it is partially damaged by fire or other casualty not due to the Tenant/Homebuyer’s negligence or willful act or that of the Tenant/Homebuyer’s family, guests or visitors, the home shall be promptly repaired by Management. Rent for the time during which, and the extent of which, the home may have been unlivable[,] will be reduced accordingly. If the damage to the home is not the Tenant/Homebuyer’s fault, Management may

decide not to rebuild or repair the house, in which case this lease shall end and the rent shall be prorated for the damage.

(b) **Tenant/Homebuyer's Fault.** Damage to the home due to the negligence or willful act of the Tenant/Homebuyer of his/her family, guests, visitors, shall be promptly repaired by the Tenant/Homebuyer at his/her sole expense. Any damage not repaired after notice by the Management may be repaired by the Management and the entire cost shall be the responsibility of the Tenant/Homebuyer. All damage to the home that is caused by the Tenant/Homebuyer or his/her family, guests, visitors is the responsibility of the Tenant/Homebuyer. **(The obligation of the Tenant/Homebuyer to pay for repair and damage survives the termination or expiration of this Lease.)**

Upon servicing a Work Order, or by means of a finding in an Inspection, the Maintenance Technician will make the determination of tenant damage.

Tenant Agrees to Repair/Replace Damages Themselves

Once a determination of tenant responsibility has been made by the Technician, the Technician may ask the tenant if they are able to repair or replace the damage, so long as it is not hazardous to the tenant. If the tenant agrees, they must sign the WO Form stating they will have the repair completed by a certain date within a reasonable timeframe. The Technician signs it as well. The WO Form is then brought into the office and an office staff person enters the information into HDS to the corresponding WO. A copy is mailed to the tenant as a reminder, the original copy with signatures is placed in their tenant file. The same Technician to whom the service request was originally assigned to is thereafter responsible for verifying that the tenant had completed the service request.

Tenant is Unable or Does not Wish to Repair/Replace Damages Themselves

If the tenant and other household members are unable, unwilling, or the repair required is beyond their expertise, Maintenance staff will instruct the tenants how to perform the repair, so long as there is no safety concern. If there is a safety hazard issue, Maintenance staff will carry out the service request themselves to ensure the longevity of the unit. The tenant will be provided a *Tenant Damage Billing Information Sheet* for their reference as to the potential cost of the repair. The information sheet is provided at the end of this procedure.

Billing

All cost associated with the repair or replacement will be on the Work Order Form, which the Technician will turn into the office once the service is complete. The Technician will have you sign the form to confirm that you are aware of your responsibility to make the payment. A copy of the WO form will be mailed to you once the charges are posted to your account as a reminder. Payments are due within 30 days of posting. If you are unable to afford the full cost within 30 days, you may set up a Payback Agreement with the Collections' Specialist to pay it over time.

Disputes

Should you not agree that a determination of tenant damage is incorrect, notify the Housing Office immediately. The Housing Commissioner and the Maintenance Supervisor will have a final say as to the final determination.