



# AFC HOME MAINTENANCE

LEASE TERMS & PROVIDER REPORTING

PROVIDER/NCCMH/LANDLORD SPLIT OF RESPONSIBILITIES

# Typical Leased Home Landlord Responsibilities

## ARTICLE IV Services by the Lessor and Lessee

- A. Structural elements**, including but not limited to roofing, windows with screens, doors, hardware, locks, roofing, gutters, downspouts, awnings (if on premises).
- B. HVAC:** A furnace with a capacity to maintain a temperature of 68 degrees Fahrenheit, dry bulb, minimum (maximum 30% relative humidity) in winter; registers and register cover, as well as any air conditioning system as originally provided or installed at time of occupancy;
- C. Electric:** Electric service and wiring for lights, office machines, and all other electrical equipment or appliances including any alarm systems as originally provided or installed at time of occupancy, and permanent light fixtures on the interior or exterior;
- D. Plumbing, Water and Sewer** including faucets, sinks, tubs, and toilets to provide hot and cold water for rest rooms, kitchen, laundry areas, outdoor spigot and any interior sprinkler system as originally provided or installed at time of occupancy. Services include as applicable any water well and septic

# Typical Leased Home Landlord Responsibilities

## ARTICLE IV Services by the Lessor and Lessee

- E. Sprinkler & Alarm Systems** as were originally installed at time of occupancy. Lessee shall inspect as required by licensing regulation;
- F. Major landscaping elements** including trees, water abatement or drainage systems as originally provided or installed at time of occupancy;
- G. Driveways, decking, sidewalks, gates, fences, sheds and ramps** as originally provided or installed at time of occupancy;
- H. All cabinetry, countertops, interior and exterior trim as originally installed**

Any damage occurring to the premises, including any damage to furnishings, fixtures or equipment owned or installed by the Lessee, which occur as a direct result of the failure of the systems described above

# Typical Leased Home Landlord Responsibilities

## ARTICLE IV Services by the Lessor and Lessee

- E. Maintain Property Insurance on the structure**
- F. Pay property taxes on a timely basis**
- G. Communicate with provider on repair issues**
- H. Assume task of obtaining bids for, awarding bid, overseeing work of vendors choosing to perform improvements to the structure (improvements which are Landlord's responsibility)**

# Exclusions to Landlord Responsibilities:



Any system, attachment, appliance or modification/addition to the home which is installed or modified by the Provider or NCCMH for whatever reason, including items modified in order to meet individual client needs (ramps, lifts, bathroom modifications)

Whoever originally installed the item is responsible for it.

# Typical Leased Home NCCMH Responsibilities

Damages to the structure caused by the direct actions of client behaviors

Examples:

Holes in walls

Broken Doors

Contaminated or damaged flooring

The Lessee shall repair, or shall reimburse the Lessor for repair expenses incurred, for damages which exceed normal wear and tear as may be expected from lawful and proper use of the Premises, when the sole cause of damages was the negligent or wrongful act of omission of the Lessee, Lessee's employees or its clients."

# Provider Insurance Responsibilities

**Provider is responsible to obtain general liability insurance** naming the Lessee, as well as the Lessor, as additional insured and protecting against all claims, demands, actions, suits or causes of action and judgments, settlements and recoveries, for bodily injury and property damage, arising out of a condition of the Premises; such policy shall have minimum limits of not less than \$1,000,000 per occurrence for property damage, \$1,000,000 per occurrence for bodily injury, and \$2,000,000 aggregate. This provision shall not be construed as being applicable to liability for damages arising out of bodily injury to any person or damage to property of others resulting from the sole negligence of the Lessee, its officers, employees or agents.

# Typical Leased Home Provider Responsibilities

4.3. The Lessee shall pay the following service charges and incidental expenses:

A. Utility Charges:

- i. Electric utility charges;
- ii. Natural Gas
- iii. Water and Sewer Utility
- iv. Any other fuel and/or utility charges for heat and air conditioning

B. Replacement of bulbs for all light fixtures;

C. Janitorial services and supplies;

E. Routine maintenance of landscaping, including lawn mowing, weeding, cleaning out gutters and down spouts, ;

G. Snow removal from ramps, sidewalks and driveways;

H. Rubbish removal and rubbish storage equipment;



# Typical Leased Home Provider Responsibilities

I. Routine inspection/testing, preventive maintenance and/or annual cleaning fees associated with the following systems verified as installed on the home at time of occupancy:

- i. Fire/safety alarms;
- ii. Sprinkler system;
- iii. Furnace;
- iv. Water heater;
- v. Septic system: Lessee shall open, inspect and clean/pump septic system annually;
- vi. Any other mechanical systems, where provided.

# Typical Leased Home Provider Responsibilities

4.4. The Lessee shall be responsible for the operation, preventive inspection, preventive routine maintenance, and/or repair as specified of the following:

A. Window glass and window frames, except for structural defects.

Lessee is not responsible for failure of thermal-seal type windows.

Lessee shall assure screens are on windows and are not blown off.

B. Door glass and door frames, except for structural defects. Lessee is not responsible for failure of thermal-seal type glass, nor for rusting or rot of exterior doors or windows.

C. Any and all fixtures, appliances or equipment that may be paid for and placed on the Premises by the Lessee.

# Typical Leased Home Provider Responsibilities

4.4.

D. Repair of the following items after the first full year of occupancy, or the expiration of any applicable builder or manufacturer's warranty, whichever occurs last;

- i. Floor covering
- ii. Interior walls
- iii. Washer, Dryer
- iv. Dishwasher, Oven/Range, Refrigerator

# Repair Contingencies

5.6. **The Lessee shall advise the Lessor or his or her agent of the need for any repairs** or replacements that are not the responsibility of the Lessee to make.

5.7. **The Lessor is to provide a list of recommended service providers** and their contact information, usable by the Lessee or the Lessee's Service Provider for maintenance services during warranty and non-warranty periods.

5.9. If repairs or replacements which may be the Lessor's responsibility are deemed to be of a sudden, **emergency nature and necessary to keep the Premises suitable for safe and continuous human habitation, the Lessee is authorized by the Lessor to contract for reasonable and immediate repairs.** Under such circumstances, Lessee shall notify the Lessor within two business days of the need for repair and the action taken to make the repair, and the Lessor hereby authorizes Lessee to deduct the cost of such repairs or replacements from future rent payments.

*Examples – Emergency Furnace or Hot Water Repair, Storm damage (roof), Broken Pipes*

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Examples – Emergency Furnace or Hot Water Repair, Storm damage (roof), Broken Pipes

# NCCMH Choice of Repair Alternative Action

5.8. If the Lessee (**Provider Manager**) is unable to contact the Lessor or his authorized agent and/or if repairs or replacements necessary to keep the Premises suitable for human habitation, or which are necessary to place or keep the premises in compliance with any licensing requirements, are not accomplished within a reasonable length of time, **the Lessee, upon written notice to Lessor, and in order to maintain the Premises in a suitable condition for its purpose, may authorize the contract for repairs which are the Lessor's responsibility and deduct from future rental payments**

**CALL & COPY NOTIFICATION TO NCCMH  
CONTRACT MANAGER**



**ANNUAL HOME  
INSPECTIONS  
&  
NCCMH  
INSPECTION CHECKLIST**