

When Recorded Return To:
Blaine County Housing
Authority
P.O. Box 4045
Ketchum, ID 83340



BLAINE COUNTY HOUSING AUTHORITY

**Community Housing
Administrative Policies
Adopted May 8, 2024**

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We are committed to equal housing opportunities. We do not discriminate based on race, color, religion, national origin, sex, gender, sexual orientation, disability (physical or mental), familial status, or creed.



Section 1. Introduction

A. Mission Statement

The Blaine County Housing Authority's mission is to advocate for, promote, plan, and preserve the long-term supply of desirable and affordable housing choices in all areas of Blaine County to maintain an economically diverse, vibrant, and sustainable community.

B. Purpose of Policies

1. The purpose of these Policies is to define and describe the process of renting, purchasing, or selling Community Homes within Blaine County. They are intended to assist government staff, the development community, applicants, and the public in understanding the priorities for and processes governing Community Housing development and administration in Blaine County. The Policies do not replace professional guidance available from the Blaine County Housing Authority (BCHA) staff.
2. These Policies are intended to support the attainment of BCHA goals and to supplement the Deed Covenant, land use and building codes used by the County and Cities. The Policies should be used to review land use applications, to establish affordable rental rates and sales prices, and to establish criteria for admission and occupancy.
3. These Policies may be reviewed and updated from time to time.
4. In the event of any conflict between Policies and the deed covenant, the deed covenant will prevail.

C. Role of The Blaine County Housing Authority

The role of BCHA, as determined by BCHA's Creating Resolution, are to:

1. Qualify Applicants for Community Housing using the criteria set forth in these Policies and maintaining an Applicant Database of those persons eligible to rent or purchase Community Homes.
2. Match qualified Applicants with available Community Homes.
3. Monitor compliance with and enforcement of these Policies and deed covenants.
4. Develop the criteria by which Community Housing is located, designed, developed, and price of Community Housing.
5. Review and provide recommendations on proposed Community Housing in Blaine County and its municipalities in accordance with these Policies and BCHA adopted criteria.

D. Authority of the Blaine County Housing Authority

BCHA is an independent public body, corporate and politic created by Blaine County and has all the powers and authority bestowed upon a housing authority pursuant to Title 31, Chapter 42 and Title 50, Chapter 19, Idaho Code.

E. Income Categories

1. Income Categories are used by BCHA to determine which Applicants must be considered for specific Community Homes. These Income Categories are based on percentages of the Area Median Income (AMI) and adjusted on an annual basis. The Household Net Worth must not exceed the published allowable net worth specified for the Income Category.
2. The most current chart for Household Income Categories is available at bcoha.org/income--asset-limits-and-monthly-housing-costs.html. Income and assets for all adult household members must be disclosed to determine the Applicant's Income Category.
3. The actual dollar amount of income and net worth limits per category changes annually and is listed as Income Limits published by BCHA on its website for the Income Category and Household Size.
4. The Income Category of the Household is determined by the greater of:
 - (a) Total Gross Income of all members of the Household must not exceed the maximum Household Income specified, which is calculated using the chart online; and
 - (b) The category of their Household Net Worth (the total net worth of all members of the Household).
4. BCHA will not approve the rental or sale of a Community Home designated Category 1 through 6 to an Applicant whose income category is lower than the unit's designated category. If the Applicant believes they have extenuating circumstances, they may request an exception (see Section 6.)

F. Definitions

1. **Administration Fee** – The fee charged by BCHA in connection with a completed purchase and sale transaction or a rental lease transaction as compensation for the creation of and monitoring compliance with the deed covenants of Community Housing.
2. **Applicant/Applicant Household** – Persons or households that have completed the BCHA application process to obtain, either through purchase or rental, a Community Home or other housing administered or managed by BCHA.
3. **Applicant Database** – The official BCHA record of persons who have completed the

BCHA application process for the rental or purchase of housing subject to a deed covenant (or other housing managed or administered by BCHA).

4. **Appreciation** –see Deed Covenant for any appreciation restrictions on the specific unit.
5. **Assets** - Anything owned by an individual that has commercial or exchange value. Assets consist of specific property or claims against others, in contrast to obligations due others.
6. **Capital Improvements** - Unless otherwise defined in the Deed Covenants on the Community Housing unit, any fixture erected as a permanent improvement to real property that enhances the value of the property, excluding repair, replacement, maintenance costs, and standard depreciation when applicable.
7. **Community Housing/Home** - Dwelling units, for sale or rent, restricted typically via deed covenant for households meeting assets, income and/or minimum occupancy policies approved by BCHA.
8. **Deed Covenant** - A legally enforceable provision in a deed restricting use, occupancy, alienation, and other attributes of real property ownership or imposing affirmative obligations on the owner or renter of the real property.
9. **Disabled Person/Dependent** - A person who meets the definition of "individual with a disability" contained in 29 U.S.C. Section 706(8), and/or as defined in the Americans with Disabilities Act of 1990, who receives State Disability Insurance.
10. **Employee Housing** - Housing which is required to be developed in conjunction with an organization and is intended for rental by the employees of the enterprise.
11. **Employee** - A person who is employed or offered employment and is working for a minimum of 1,500 hours worked per calendar year (average of 30 hours per week). Exceptions to the minimum work hours include teachers and active-duty military personnel. Breaks in employment which do not disqualify applicants include temporary physical or mental disability, acting as primary caretaker of ill relative, and full-time education or training.
12. **Fixture** - Personal property which has been attached to or installed on land or a structure thereon in such a way as to become a part of the real property.
13. **Grievance** - Any dispute that an applicant, purchaser, seller, or tenant may have with BCHA with respect to action or failure to act in accordance with the complainant's rights, duties, welfare, or status under these Guidelines.

14. **Gross Income** - The total income derived from a business, trust, employment, and income-producing property, before deductions for expenses, depreciation, taxes, and similar allowances. Gross Income must also include alimony, child support, retirement pension, and social security benefits.
15. **Household** - All individuals who are or may intend to occupy the Community Home.
16. **Household Income** – The total Gross Income of all individuals who are or may be occupying the Community Home. Gross income of self-employed households is the gross business income less IRS approved business expenses (as described in Schedule C), a financial statement of the business or a notarized statement by the business owner.
17. **Income Category** – The classification of annual income based upon household size as a percentage of the Area Median Income determined by BCHA.
18. **Joint Tenancy** – ownership of real property by two (2) or more persons, each of whom has an equal undivided interest in the property with the right of survivorship.
19. **Liabilities** - Monetary obligations and debts owed to someone by an individual.
20. **Livable Square Footage** - The interior area of a building measured interior wall to interior wall (i.e., “paint-to-paint”), including all interior partitions, habitable basements, interior storage areas, closets, and laundry area, and excluding uninhabitable basements, mechanical areas, exterior storage areas, stairwells, garages (either attached or detached), patios, decks, and porches.
21. **Local Disabled Person/Dependent** - A person who meets the definition of "individual with a disability" contained in 29 U.S.C. Section 706(8), and/or as defined in the Americans with Disabilities Act of 1990, who receives State Disability Insurance, and who has lived in Blaine County at least nine (9) out of every twelve (12) month period for the previous two years or who was a Full-Time Employee in Blaine County immediately prior to his/her disability.
22. **Local Employee** - A person who is employed or offered employment by Local Employer(s) and physically working in Blaine County for a minimum of 1,500 hours worked per calendar year (average of 30 hours per week). Exceptions to the minimum work hours include teachers and active-duty military personnel. Breaks in employment which do not disqualify applicants include temporary physical or mental disability, acting as primary caretaker of ill relative, and full-time education or training.
23. **Local Employer** - A business whose business activity is primarily located within Blaine County and whose business employs persons within Blaine County. Employers which create and manage short-term rentals are not considered a Local Employer.

24. **Local Senior** – A person 65 years or older who, immediately preceding retirement, was a Local Employee for at least five continuous years and continued living as a full-time resident within Blaine County after reaching the age of 65.
25. **Maintenance and Repair** – Work done that keeps your property in a normal efficient operating condition.
26. **Maximum Housing Costs** - The total cost (including but not limited to the rental or mortgage fees, utilities, internet, management fees, taxes, dues, snow removal, pet fees, HOA fees, etc.) charged to a qualified renter of a community home.
27. **Maximum Sale Price** – The allowable sale price of a Community Home as provided to owners by BCHA or subsequent sales, as set forth in the applicable Deed Covenant and including Capital Improvements, if approved by BCHA during annual review and not considered luxury or for a limited population group. Other Fees not charged by BCHA and not specified in the applicable Deed Covenant are not incorporated into the base price from which appreciation starts, unless the total of those fees when added to the purchase price is less than the Maximum Sale Price and buyer agrees.
28. **Net Worth/Household Net Worth** - Combined net worth (all assets minus all liabilities) of all individuals who may be occupying the Community Home. Households with Senior(s) have a higher maximum Net Worth. See bcoha.org for current Net Worth limits.
29. **Primary Residence** - The sole and exclusive place of residence.
30. **Senior** – A person 65 years or older.
31. **Special Waitlist** – A waiting list for a development that intends to house a specific population (i.e., Employees)
32. **Special Review for Exceptions** - A review of a petition to waive the provision of these Policies due to special circumstances.
33. **Qualified Tenant** - A person who is leasing or has leased a Community Home that is subject to these Policies, and any qualifying potential lessee or past lessee of any such home, but only with respect to any issue arising under these Policies.
34. **Waitlist** – Applicants selected from the Applicant Database and matched to a specific property for consideration to either rent or purchase that property.

Section 2. Qualifying to Rent or Purchase Community Housing

A. Basic Qualifications for the Rental or Purchase of Community Housing

1. Applicant/Applicant Household will be prioritized if at least one (1) non-dependent member meets the following criteria:
 - (a) Be a Local Employee; or
 - (b) Be a Local Senior; or
 - (c) Be a Local Disabled Person.
2. To qualify to rent or purchase a Community Home, the Applicant/Applicant Household must meet the following criteria:
 - (a) All adults are either an Employee, a Senior, or Disabled.
 - (b) The Applicant/Applicant Household must confirm that they will occupy the Community Home as their Primary Residence and will physically reside in the unit at least nine (9) out of any twelve (12) month period.
 - (c) No member of the Household may own developed residential real estate or a mobile home.

A. Applying for Rental or Purchase of a Community Home

1. Common Intake Form

- (a) All persons wishing to rent or purchase a Community Home in BCHA's portfolio or to be referred to other Community Homes managed by other housing providers must submit a completed Common Intake Form to BCHA (the current application can be found on BCHA's website).
- (b) BCHA will review the Common Intake Form and notify the applicant if they are eligible for BCHA's housing, if they will be prioritized, and what other non-BCHA housing they might be eligible for.
- (c) For Applicant's referred to non-BCHA housing, Applicants will be advised by those housing managers of next steps, including but not limited to filling out their application.

2. General Application and Applicant Selection Process

- (a) BCHA will contact Applicant if an opportunity arises that meet the following:
 - I. The Applicant's income category. Maximum housing costs for rentals are based on the unit's income category and are available on BCHA's website. Maximum sale prices are dependent on the unit's restrictions.
 - II. The Applicant's household size for Categories 1 through 6. These units must

be filled by Applicants that meet the following Occupancy Standards:

# of bedrooms	# of people in the Applicant household
studio	1 person
1 bedroom	1 to 3 people
2 bedroom	2 to 5 people
3 bedroom	3 to 7 people
4 bedroom	4 to 9 people

- III. The Applicant’s stated interest in renting and/or owning and north and/or south valley.
 - IV. Whether the Applicant owns pets or has accommodation needs.
 - V. The Applicant is within the first three on the waitlist, if they meet the above factors (I to IV) and ordered by
 - A. priorities outlined in Section 2.B.1. and
 - B. length of time on waitlist.
- (b) BCHA will advise the prioritized Applicants to complete the General Application and a deadline by which to apply. A General Application will be certified by BCHA as complete only when the necessary steps have been completed and documents provided. See Section C. Verifying General Application Information for more details. Neither BCHA nor the landlord or seller is obliged to delay the lease-up or sale of a Community Home for more than ten (10) business days to allow an Applicant to update his or her application information.
- (c) If the Applicant is confirmed to qualify for the available unit, BCHA will provide the Applicant’s basic information to the prospective seller or property manager of the Community Home. Those entities will conduct their own screening and may require additional documentation, including social security numbers or ITINs and background checks. Applicants who are not selected will not lose their position within the BCHA Database.
- (d) Should no eligible applicant be found in the database, BCHA will
- I. Notify applicants of adjacent income levels of the community home availability and its income category. If a waiting list applicant believes they now qualify for the income category indicated, they may contact BCHA for review of income.
 - II. Advertise to the public, directing interested and potentially eligible households to apply to BCHA.

B. Verifying General Application Information

BCHA will require additional documentation for BCHA’s screening, such as proof of Blaine County

residency, income, assets, and employment. All information and documentation submitted must be held confidential by BCHA and must not be subject to Open Records Requests by the public. Such documentation is used to determine that an Applicant meets the criteria set forth in Section 2.A and/or to verify the information provided in the application under 2(B), All or some of the following may be requested:

1. Federal income tax returns for the most recent year.
2. A current income statement and a current financial statement, in a form acceptable to BCHA, verified by Applicant to be true and correct; or other financial documentation acceptable to BCHA. When current income is twenty percent (20%) more or less than income reported on tax returns, BCHA will request an explanation and the Applicant's income may be averaged based upon current income and the previous year's tax returns to establish an Income Category.
3. Verification of employment in Blaine County.
4. Copy of valid Government Issued Identification Card.
5. If the Applicant is recently divorced and/or receives court-ordered alimony, spousal support, and/or child support, a certified copy of the court order must be provided, including all exhibits, supplements, and modifications to the decree.
6. Any other documentation that BCHA deems necessary to determine eligibility.

C. Staying on BCHA's Waitlist

1. Annual waitlist cull:
 - (a) Upon receipt of the completed Common Intake Form or General Application, the Applicant's information will be retained in the Applicant Database until the annual cull.
 - (b) On an annual basis, as part of the cull process to clear out uninterested Applicants and outdated information, BCHA will email a request to update the information. All changes must be updated as soon as possible, and during the annual cull deadline at the latest.
 - (c) If information is not updated by the deadline provided in BCHA's email, the applicant will be removed from the Applicant Database.
2. Post-Purchase: When an Applicant purchases a Community Home, the Applicant's application is extinguished and may not be used to qualify for another Community Home. If an owner of a Community Home wishes to purchase another Community Home, he or she must file a new application and begin the process again.
3. Post-Rental: When an Applicant rents a Community Home and the Applicant stated that they are interested in the purchase of a Community Home, the Applicant's application is retained.

4. Declining 3 opportunities: If an Applicant declines three (3) opportunities that align with their income category, household size, location, and interest in renting or ownership, the Applicant will be automatically removed from BCHA's waitlist.

G. Special Waitlist for a Particular Community Housing Unit

- 1) Some Community Homes are constructed by or made available by a government agency or by a private developer for a particular group of employees (e.g. Blaine County School District). In those instances, a Special Waitlist may be established for that development. When a Community Home in such a development becomes available for sale or rent, BCHA may first use the Special Waitlist for that development to find qualified buyers.
- 2) BCHA may employ the system creating an Waitlist in accordance with the steps outlined in Section 2(D) of these Policies with special prioritization as may be requested by the developer and approved by BCHA. Prioritization may include the current employees of an employer.
- 3) Prioritization must not be given based on race, color, religion, sex, gender, sexual orientation, familial status, national origin, disability, sexual orientation, gender identity, veteran status, or geographic boundary smaller than Blaine County, except as allowed when participating in a federal program that prioritizes senior citizens, disabled persons, or veterans in its housing programs.
- 4) The procedure for qualifying an applicant from a special Waitlist must follow the same procedures as outlined in this section, with the additional first-tier prioritizations.
- 5) Should the Special Waitlist for Community Housing in a Particular Development be exhausted, without a Community Home being sold or rented, BCHA's priorities would create a second tier of Applicants on the waitlist for the specific unit.

Section 3. Renting Community Housing

All Applicants interested in long-term renting Community Housing must submit a Common Intake Form for Community Housing to BCHA (See Section 2, “Qualifying to Rent or Purchase Community Housing”). BCHA as the program administrator is charged with providing landlords of Community Housing a list of qualified potential renters and with facilitating the rental of a Community Home. An administrative fee, as set by the Board, may be charged to the landlord/owner for these services.

A. Landlord/owner lease-up obligations

1. BCHA receives a Notice of Intent to Rent from the owner of the Community Home. Owner is required to provide BCHA their tenant selection criteria or policy. Tenant selection criteria must be reasonable.
2. BCHA will follow the Applicant Selection Process outlined in Section 2.B.2.
3. The final determination and offer of tenancy to an Applicant is the decision of the owner, not BCHA. It is, however, expected that the owner will follow the Fair Housing Act in their selection of the tenant and accept tenant-based rental assistance (also known as housing vouchers or Section 8). If landlord/owner denies three Applicants requests to rent, landlord must provide a written explanation to BCHA to justify their denial. BCHA will review meet review their tenant selection criteria or process for compliance with the Fair Housing Act and for reasonableness.

B. Ongoing Obligations for Landlords/Owners Renting Community Housing

1. Once an Applicant secures a rental Community Home through BCHA, the landlord must provide a copy of the lease with BCHA. The lease must contain the following provisions:
 - (a) Beginning and end dates of the lease.
 - (b) Names of all unit occupants.
 - (c) Security deposit amount and all fees.
 - (d) Rent amount and how/where to be paid.
 - (e) Owner’s right of entry.
 - (f) Repairs and Maintenance.
 - (g) What utilities are paid by the tenant.
 - (h) What appliances are provided by the landlord.
 - (i) Tenant Requirements.
 - (j) BCHA’s Lease Addendum (see Exhibit A).
2. All leases must be for a 12-month period.

3. Sixty (60) days prior to lease renewal, the owner/landlord must submit to BCHA all Community Home leases verify rent, utilities, and lease dates. The landlord must submit the requested information and a copy of the new lease, to the BCHA within 10 business days of receipt of the Rental Renewal Notice. The renewed lease must be for an additional 12 months.
4. Landlord must notify BCHA within five (5) business days of receiving a notice from a tenant that they will vacate, or have vacated, the unit.
5. BCHA may charge the landlord an annual renewal fee as set by the Board.
6. Should the landlord pursue a just cause non-renewal, documentation must be provided to BCHA.
7. If a renter falls out of compliance, BCHA will notify the landlord of whether they must provide a thirty (30) day notice to vacate or not renew the tenant's lease. A copy of the Notice to Vacate must be provided to BCHA.
8. The landlord must comply with any Exceedance Agreement, Development Agreement, and Deed Covenant that applies to the Community Home. The landlord must work in partnership with BCHA on all compliance matters. In the event of non-compliance, the Deed Covenant may include fees and other enforcement tools that BCHA would apply.
9. Should the owner decide to sell the Housing unit during the lease period, the owner must notify BCHA immediately. The seller is obligated to pay an administrative fee to BCHA, equal to 1% of the Maximum Sales Price for the Community Home(s). The lease must remain intact after the sale. An executed agreement between the buyer and seller must describe the new Property Owner's obligations under this program, plus the following:
 - (a) To abide by existing lease terms;
 - (b) To notify BCHA of updated contact information; and
 - (c) To record a new Deed Covenant.

C. Ongoing Requirements for Tenants Renting Community Housing

1. The eligibility of Tenants to lease and occupy Community Housing must be reviewed and verified annually (i.e., re-certified) to ensure that they continue to meet (a) the priorities that they initially qualified for the Community Home with and (b) the requirements outlined in Section 2. A. In addition, they must continue to meet the Community Home's designated income category that are in place at the time of the review.
2. To assist in this re-certification process, BCHA will send a Rental Renewal Approval Notice to Tenants with instructions for re-certification.

3. The Tenant must, within 10 business days of receipt, complete the required form and provide the required documentation. Failure to do within the 10 days of receipt three or more times, or after two requests during a single annual recertification by BCHA will result in the tenant's lease not being renewed and removal from BCHA's waitlist.
4. Renters are required to abide by all terms of the lease completely and these Policies. If they do not, their lease will not be renewed or they may be given a thirty (30) day Notice to Vacate.
5. Should it be determined that a tenant was justly evicted from a Community Housing Unit, the tenant will also be terminated from the BCHA's permanent housing program but may be eligible for transitional housing. The tenant will not be eligible to reapply for a period of 5 years.

D. Exceeding Income Limits at Re-Certification

If, upon review and re-certification, BCHA determines that the Tenant no longer meets the minimum Income Category requirements (up to a maximum of 2 income categories over deed restriction category), the Tenant may continue to rent and occupy the Community Home. With an income increase at 1 category higher than their original income, the tenant will pay the same rent rate. When the tenant achieves an income increase that is 2 categories above their income at intake, the tenant may remain in place for up to twelve (12) additional months at the rent rate increased to their new income category. The original rent amount will be paid to the landlord and the difference between the categories will be paid to the BCHA Housing Fund. During these twelve (12) months' times, the BCHA team may work with the tenant to identify alternate housing.

E. Maximum rental rates

1. Maximum Housing Costs are based on an amount equal to or less than thirty percent (30%) of the Household Income per month. This cost includes rent, any fees charged to the tenant, and essential utilities. Essential utilities include electricity, gas, water, sewer, trash and internet.
2. The Maximum Housing Costs for Community Housing are published by BCHA online and updated annually.
3. Lease terms must account for estimated or actual utilities and charge less than the Maximum Housing Cost associated with the income level and unit size.
4. Please contact BCHA for a Utility Allowance Analysis based on each unit's size, appliances, and heat source to get a net rental rate figure.

Section 4. Purchasing Community Housing for Occupied Ownership

A. Additional Qualifications to Purchase

In addition to the priorities and requirements outlined in Section 2, all Applicants interested in purchasing either Income Category, Workforce, or Locals' Community Housing must submit the following to BCHA:

1. Proof of completion of the Homebuyer Education Course (if a first-time homebuyer), and
2. A letter from the lender that states the Applicant's gross annual income and net worth.

Any co-ownership interest other than Joint Tenancy or Tenancy in Common must be approved by BCHA. Co-signers may be approved for ownership of the Community Home but may not jointly occupy the Community Home unless qualified by BCHA. No person may own developed residential real estate – aside from the Community Home being purchased - as a sole owner or as a Joint Tenant or Tenant In Common. Co-signed loans may not be allowed.

B. Procedures for the Purchase of a Community Home

1. In matching an Applicant to a specific Home, BCHA will follow the Applicant Selection Process outlined in Section 2.B.2. of these Policies. If deemed qualified - will receive from BCHA a Letter of Eligibility or a Letter of Qualification. BCHA, as the program administrator, provides a list of potential qualified purchasers to the seller.
2. BCHA will provide support to assist with the real estate transaction and set a Maximum Sales Price for the Community Home. An Applicant or seller may, but are not required to, engage the services of a licensed Real Estate Broker in the transaction. Any fees charged by the Real Estate Broker must be the responsibility of the party that engaged the service.
3. When an Applicant desires to make an offer, they do so offer directly to the seller, and it cannot exceed the Maximum Sales Price. The Seller makes the final determination to accept an offer. If the Seller declines two offers at the Maximum Sales Price, BCHA will make the final determination of the sale conditions.
4. When an Applicant is matched to a Community Home, the Applicant may be required to sign documents necessary to permit BCHA to obtain a copy of the completed loan application, including analysis of income, assets, and debt, submitted to the lender.
5. If an Applicant fails to secure financing for that Home in the time allowed (as determined by the purchaser and the lender), that Applicant may be eliminated from consideration for purchase of that Community Home but will not lose their position on the waiting list.
6. Each purchaser must execute, in a form provided by BCHA and for recording with the

Clerk's Office of Blaine County, concurrent with the closing of the sale, a document acknowledging the purchaser's agreement to be bound by the recorded deed covenant covering the Community Home and these Policies.

7. Each purchaser must execute, in a form provided by BCHA and for recording with the Clerk's Office of Blaine County, concurrent with the closing of the sale, the applicable deed covenant covering the Community Home and these Policies.
8. Once an Applicant successfully purchases a Community Home, the new Community Home owner must provide a copy of the executed Purchase and Sale Agreement and closing documents to BCHA. The Applicant must use the Community Home as their Primary Residence, comply with all provisions of the applicable Deed Covenant, and must adhere to the Ongoing Requirements (Section 4.C.).

C. Reserving a Newly Constructed Community Home

BCHA may use all reasonable efforts to show newly constructed Community Housing to Applicants prior to the issuance of the certificate of occupancy. A qualified Applicant who is successfully matched with a Community Home may be given the opportunity to enter into a Reservation Agreement for that Community Home. Upon the filing of the final plat the Reservation Agreement may be converted to a Purchase and Sale Agreement in accordance with the terms of the Reservation Agreement.

D. Ongoing Requirements for Community Home Ownership

1. The eligibility of owners to occupy Community Housing must be reviewed and verified annually (i.e., re-qualified) to ensure that they continue to meet (a) the priorities that they initially qualified for when purchasing the Community Home with and (b) the requirements outlined in Section 2. A. and the Deed Covenant.
2. To assist in this re-certification process, BCHA will send a Compliance Monitoring Form with instructions for re-qualification.
3. The owner must, within 10 business days of receipt, complete the required form and provide the required documentation. Failure to do so within the 10 days of receipt three or more times, or after two requests during a single annual recertification by BCHA will result in a \$300 fee.
4. With the annual compliance monitoring form, the owner must provide the list of capital improvements, along with receipts, to BCHA at each annual compliance. If these improvements are not reported by the annual compliance monitoring each year, the owner will not be given credit for the improvement.
5. The owner must cooperate with BCHA on regular review of property condition and

maintenance issues to ensure compliance with provisions of the Deed Covenant. This may require a tour of the property by BCHA staff and an inspector, should staff desire. Deferred maintenance may result in the inability to realize the maximum sale price allowable by the Deed Covenant.

6. The owner must not offer any portion of the home as a short-term or vacation rental.
7. The owner must not offer any portion of the home as a long-term rental without the prior approval of BCHA, as outlined in Section 4(E)(below). Category Local owners that continue to occupy the Community Home for at least nine (9) months out of every twelve (12) month period may long-term rent to an Applicant that meets BCHA's priorities outlined in Section 2.
8. The owner and household members must not acquire or own developed residential real estate (excluding shared inheritance of less than 50% ownership).
9. Upon death, the Deed Covenant and these Policies continue to apply. Person(s) in line for inheritance who wish to occupy the unit must submit the Common Intake Form. If the information provided in the Common Intake Form reasonably shows that the Person/Applicant might be eligible, BCHA will request the Applicant to submit a full Application. This application will be prioritized as follows:
 - (a) If the Applicant meets BCHA's priorities and requirements outlined in 2.A. then they will have the right to occupy the home.
 - (b) If the Applicant does not BCHA's priorities but does meet the requirements as outlined in 2.A., then their position on the waitlist will be between those Applicants who meet the priorities and those that do not but still meet BCHA's requirements.
 - (c) If the Applicant does not meet BCHA's priorities or their requirements, they will not be considered for the home.
10. The Homeowner's Exemption must be utilized on the community home, as confirmed by the tax assessor.
11. Homeowners who do not comply with the terms of the home deed and/or program expectations, as described within these Policies, the homeowner may be required to sell the home. The Deed Covenant may include fees or other enforcement tools that BCHA would apply.

E. Long-Term Rental Options during Board-Approved Long-term Absences (except Category Local owners)

1. If an owner of a Category 1 through 6 Community Home desires to rent the Home during a BCHA Board approved absence, the owner must include the reason for renting in the Exception Request for permission to rent the home at least thirty (30) days prior to leaving (see Section 8. For Exception Requests).
2. If approved by the BCHA Board, the leave of absence may be for up to one year.
3. The Rental Rate charged must be approved by BCHA and must be within the published monthly affordability for the Income Category enumerated on the Deed Covenant and in no event may exceed the published Affordability of Income Category 6. Category Local Rental rate is determined by the submarket of potential tenants.
 - (a) The Community Home must be rented in accordance with the Policies during the authorized period so long as other Deed Covenants covering the home permit the rental. Any prospective Tenant must be qualified by BCHA *prior* to execution of a lease.
 - (b) Should the owner re-occupy the home again as the owner's Primary Residence, then the owner must give the Tenant a minimum of thirty (30) days' notice prior to the conclusion of any lease.
 - (c) No initial lease term may be for fewer than 90 days and no more than 1 year. The lease is non-renewable. If – within 10 months of the lease - an exemption is approved by the Board to extend the rental beyond one year, the tenant must first be provided a buy-out option not to exceed the Maximum Sale Price.
4. A copy of the executed lease must be furnished by the owner or tenant to BCHA.
5. The owner must provide the tenant with the HOA rules and is responsible for enforcement.

Section 5. Selling Community Housing for Occupied Ownership

Every sale of a Community Home must comply with the Deed Covenant and these Policies. BCHA may identify qualified purchasers but does not guarantee the sale of the home, nor does it guarantee receipt of an offer at the Maximum Sales Price.

A. Fees

1. Unless otherwise instructed in the Deed Covenant, the seller must pay a non-refundable prepayment of \$500 to BCHA at the time the owner delivers the signed Notice of Intent to Sell to BCHA. This amount will be deducted from the total Administration Fee due to BCHA at closing and will be used to offset costs of radon testing and a home inspection. The home inspection may be critical in calculating the maximum sale price of the home.
2. At the closing of the sale of the income restricted home, the seller must pay BCHA an Administration Fee equal to three percent (3%) of the sale price or the amount stated in the Deed Covenant if it is less than three percent (3%). BCHA will instruct the title company to pay this fee to BCHA out of the funds held for the seller at the closing.

B. Procedure

The Owner of a Community Home is responsible for the sale of the Community Home throughout the process, unless the sale is due to non-compliance with the Deed Covenant and/or these policies, then BCHA or their legal counsel may take a direct role.

The staff members and board of Commissioners of BCHA are not acting as licensed brokers or real estate agents representing any party to the transaction, but solely as representatives of BCHA and its interests. BCHA must treat every purchaser and seller of Community Housing with fairness in accordance with Fair Housing Law and these Community Housing Policies and will prohibit discrimination on the basis of race, color, religion, sex, familial status, national origin, disability, sexual orientation, gender identity, or veteran status on the part of the purchaser, seller, or the agents of any party to any transaction.

1. Notifying BCHA of Intent to Sell
 - (a) A Community Homeowner interested in selling their Community Home must:
 - i. Request from BCHA staff the Maximum Sales Price and other applicable provisions concerning a sale. The sale price may not include carryover for improvements completed by the previous owner. There is no guarantee that the seller will receive an offer at the Maximum Sales Price. The Deed Covenant,

Home Inspection, and Section 5 of these Policies are used to determine the pricing of “for-sale” Community Housing. Owners should contact BCHA early in the process so that BCHA can properly determine the interest level of Applicants.

- ii. BCHA will order a home inspection to determine the upkeep of the home.; and
 - iii. Execute and deliver to BCHA a “Notice of Intent to Sell” in the form provided on BCHA’s website (or requested by email) and \$500. The form and check can be delivered to Ketchum City Hall or BCHA’s Hailey office (above Java), or mailed to BCHA at P.O. Box 4045, Ketchum, ID 83340.
 - iv. The selection of the purchaser and terms of the transaction may be as described in the Community Housing Policies in effect on the date BCHA receives the Notice of Intent to Sell.
- (a) The selection of the purchaser, approval of the sale price, and the terms of the purchase and sale will be monitored and must be approved by BCHA.
 - (b) If BCHA receives a “Notice of Intent to Sell” from the owner, and the owner later fails to consummate a sale transaction, the owner must reimburse BCHA in accordance with Section 5.A. (above).
 - (c) If a real estate broker is used, the broker must, *prior to the execution of the listing agreement for the Community Home*, sign an acknowledgement and agreement with BCHA that the sale must be conducted in accordance with the terms of the Deed Covenant on the Community Home and these Community Housing Policies.
 - (d) If the seller or buyer consults with legal counsel, licensed real estate brokers, or such related services, the fees are at the respective parties’ own expense. BCHA Administration Fees and other fees are to be paid regardless of any expenses incurred by the seller or purchaser in connection with the sales transaction.

2. Selection of Purchaser and Solicitation of Offers

- (a) After BCHA receives the “Notice of Intent to Sell” from the owner, BCHA will create an Waitlist based on the unit’s income designation, size, and any other restrictions, as outlined in Section 2.B. and 4.A.
- (b) BCHA will connect the top Applicants to the seller.
- (c) If an Applicant makes an offer, Applicant and seller will have five (5) businessdays from the date of that introduction to execute a Purchase and Sale Agreement for the Community Home.

1. If the Applicant does not execute a Purchase and Sale Agreement within that time, the Applicant must forfeit their position in the Waitlist, and
 2. The next person in line in the Waitlist may be notified and so on, until the Community Home is under contract for purchase.
- (d) If the seller and Applicant cannot reach an agreement, the steps outlined in C (above) may be repeated with the next Applicant. If the seller deny each of the applicants provided by BCHA, the owner will be reminded of the Fair Housing Act and be required to provide written justification for each denial for BCHA's review. If the seller is obligated to sell due to non-compliance with their Deed Covenant and/or these Policies, they are obligated to accept the first offer at Maximum Sales Price.

C. Calculation of Maximum Sales Price

1. For existing Community Homes in Categories 1 to 6 and Category Local appreciation-capped restrictions: Unless otherwise stated in the Deed Covenant, Maximum Sales Prices are determined by the initial purchase price of the seller plus the lesser of the appreciation cap and appreciation based on CPI, plus Capital Improvements.
2. For Newly Constructed Community Homes: The sales price for newly constructed/available Community Housing varies according to the Area Median Income in any given year and according to the calculation of the "maximum monthly housing cost." The aim is to ensure that the price of a Community Home is affordable to every purchaser within that Income Category. "Maximum monthly housing cost" includes the following monthly payments:
 - (a) Principal, interest, and mortgage insurance payment (if any) on first mortgage
 - (b) Escrow payment of property taxes and property insurance
 - (c) Land lease payments if any
 - (d) Homeowners/condominium association fees if any
 - (e) Utility costs

Section 6. Procedures for Exceptions and Grievances

Situations may arise where a special review is appropriate to allow for exceptions to the application of these Policies, or to address grievances against BCHA for its actions or failure to act in accordance with these Policies. These two processes are described below:

A. Exception Request

1. Exceptions to any provision of these Policies may be granted by the BCHA Board when, because of unique circumstances, the strict application of the policy places an undue hardship or burden on a particular Applicant, Tenant, or owner. An undue hardship or burden is not merely an inconvenience or issue of preference but must be burdensome or restrictive enough to create a significant difficulty or expense for the Applicant, Tenant, or Owner.
2. Any Applicant, Tenant, or Owner may file a request for an Exception with BCHA, in writing stating:
 - (a) The Specific BCHA Policy or Policies which the Applicant, Tenant, or Owner is requesting waiver of or alteration to;
 - (b) The circumstances constituting an undue hardship or burden which are the basis for the Exception request;
 - (c) The action requested to resolve the undue hardship or burden (i.e., partial waiver, complete waiver, or modification of the Policy or Policies); and,
 - (d) The name, address, and telephone number of the person making the request and his or her representative, if any.
3. Upon receipt of a request for Exception, the BCHA staff shall:
 - (a) Review, investigate, and prepare for the BCHA Board a report analyzing and making a recommendation on the requested Exception;
 - (b) Shall forward the report to the Board and all parties involved to hear and make a decision on the request, but in no event shall such meeting take place more than thirty (30) days after receipt by BCHA staff of the request for Exception.
4. At the meeting, the Board shall review the request and any additional information and evidence presented by the person making the request and any other person present at the meeting. Prior to deciding on the request, the Board may continue the meeting as it deems necessary to obtain additional information or for further deliberations, but in no event shall the Board delay a decision by more than thirty (30) days absent exigent circumstances.

The Board may approve, approve with conditions or alterations, or deny a request for an Exception. A decision to approve a request for an Exception must be based on the

request and any supplemental documents or information considered meeting following requirements:

- (a) The strict application of the Policies to the Applicant, Tenant, or Owner *causes an undue hardship or burden, and not merely an inconvenience or issue of preference*, which is unique to the person and circumstances for which the request is made.
 - (b) The strict application of the Policies to the Applicant, Tenant, Owner *is the primary cause of* the undue hardship or burden, such that the remedy of any other contributing factors would not relieve the Applicant, Tenant, or Owner of the undue hardship or burden.
 - (c) Approval would be consistent with the spirit, purpose, and intent of the Policies.
 - (d) Approval will not give the person requesting the Exception an undue or unfair advantage over another person, but will merely relieve them of the undue hardship or burden;
 - (e) Approval would not conflict with any provisions of the BCHA Deed Covenant on the property subject to the request.
 - (f) Approval is the only reasonably available remedy to the undue hardship or burden, and the exception is not overly broad in its scope.
5. The Board will make every effort to render a decision within sixty (60) days after the filing of the request and all requested information. The Board will provide the person making the request with its written decision and findings, to all parties involved. Applicants to whom a request for Exception is denied may appeal the decision by submitting a formal Grievance in accordance with the procedure described below.

B. Filing a Grievance

1. A Grievance may be filed by any Applicant, Tenant, or Owner as a means of appealing a denied request for Exception or based on an alleged violation by BCHA of one or more provision of this Policy.
2. Any Applicant, Tenant, or Owner may appeal the denial of a request for Exception by filing a Grievance with BCHA, in writing, stating:
 - a) Which request for Exception is being appealed;
 - b) Evidence demonstrating that the findings necessary to approve a request for Exception, as described in 8.A.5, are present, and that denial was therefore improper;

- c) The action requested to cure the allegedly improper denial; and
 - d) The name, address, telephone number, and email of the grievant and his or her representative, if any.
3. Any Applicant, Tenant, or Owner may file a general Grievance with BCHA, in writing, stating:
- (a) The specific provision of this Policy which the Applicant, Tenant, or Owner alleges BCHA to be in violation of;
 - (b) The specific BCHA action or omission which the Applicant, Tenant, or Owner alleges to be the violation;
 - (c) The action requested to cure the violation; and
 - (d) The name, address, telephone number, and email of the grievant and his or her representative, if any.
4. An appeal of the denied request for Exception shall be heard in the same manner described in 8.A.3. If the request is again denied on appeal, the grievant may submit a final appeal to the Blaine County Board of Commissioners, in writing, within thirty (30) days after the date the decision is rendered.

C. Grievance Hearing procedure

1. Upon receipt of a written Grievance, a public hearing before the BCHA Board of Commissioners must be scheduled. The grievant must be afforded a fair hearing providing the basic safeguards of due process, including notice and an opportunity to be heard in a timely, reasonable manner, and to present evidence. In the event that this grievance procedure is not an appropriate or reasonably achievable means of resolving the matter, any of the following alternative methods for dispute resolution may be utilized:
 - (a) Use of a certified mediator in Blaine County, or as nearby as reasonably practical;
 - (b) Through the Idaho Human Rights Commission;
 - (c) Through a civil court proceeding;
 - (d) The grievant may be eligible for pro bono legal assistance through Idaho Legal Aid; or,
 - (a) If a Fair Housing violation is suspected, the local jurisdiction may be contacted to conduct an investigation. If the grievant disagrees with the findings of that investigation, they may appeal to the Idaho Human Right's Commission.
2. Notice of the public hearing shall be provided to the Board, the grievant, and any other parties involved, to be held as soon as practicable and convenient to the Board and the grievant, but in no event shall such hearing take place more than thirty (30) days after receipt by BCHA staff of the grievance.

3. Within no less than seven (7) days prior to the hearing, and at the expense of the grievant, the grievant and BCHA must have the opportunity to examine and to copy all documents, records, and regulations of BCHA and the grievant that are relevant to the hearing.
4. If, after written request for production of such, any document, record, or regulation is not made available by BCHA or the grievant in the aforementioned manner, said document may not be relied upon at the hearing.
5. If any of the above requirements cannot be reasonably fulfilled by the originally scheduled date of the public hearing, the matter may be continued, with or without request by the grievant, and at the discretion of BCHA. Any decisions to continue the hearing shall be provided, in writing, to the grievant as soon as reasonably practicable. Any continued hearing shall be rescheduled for a date no later than thirty (30) days after the originally scheduled hearing.
6. At the public hearing, the grievant shall present their argument and the evidence in support of it before the Board.
 - a) The grievant has the right to be represented by counsel.
 - b) Oral or documentary evidence may be received without strict compliance with the rules of evidence applicable to judicial proceedings.
 - c) The opportunity to cross-examine may be afforded or denied at the discretion of BCHA, and, if afforded, may be regulated by BCHA as it deems necessary for a fair hearing.
7. If the complainant fails to appear at the scheduled hearing, BCHA may make a determination to continue the hearing, dismiss the grievance, or make a determination based upon the written documentation and the evidence submitted.
8. Following the conclusion of the public hearing and based on the records of proceedings, BCHA will provide a written decision and include therein the reasons for its determination. Prior to making the decision, the Board may continue the meeting as it deems necessary to obtain additional information or for further deliberations. However, every attempt must be made to settle a Grievance with BCHA within six months after the date the Grievance is filed, and any decision shall be issued within six months after the date the Grievance is filed.
9. BCHA will make its determination on the basis of these Policies and Deed Covenants associated with the unit. The decision of BCHA will be binding on all parties involved, and BCHA and/or the grievant shall take all actions necessary to carry out the decision following its issuance as soon as reasonably practical. BCHA must have the authority to enforce its

determinations, as provided by law and put forth in these Policies and BCHA-drafted Deed Covenants attached to the land.

10. If the grievant disagrees with the decision issued by BCHA, they may appeal the decision to the Blaine County Board of Commissioners, in writing, within thirty (30) days after the date the decision is rendered.

Exhibit A. Blaine County Housing Authority's Lease Addendum

1. Qualified Renter.
 - (a) The Owner must rent the Community Home to a Qualified Renter.
 - (b) Renters are required to respond to the BCHA's requests for information to annually certify compliance.
 - (c) Both Owner and Qualified Renter are required to adhere to BCHA's Community Housing Guidelines, Section 3. The most current version adopted by the BCHA Board of Commissioner's applies.
 - (d) The Owner is also subject to any Deed Covenant, Exceedance Agreement, and/or Development Agreement recorded for the unit.
2. Owner cannot charge above the Maximum Rent. Owner is obligated to ensure that no more than the Maximum Rent is charged, accounting for the estimated cost of essential utilities.
3. Rent Increases are Limited.
 - (a) The Owner cannot increase the rent by more than the greater of 4% of current rent every twelve (12) months at lease renewal, without pre-approval of BCHA.
 - (b) The Owner is obligated to first give the BCHA sixty (60) days written notice of intent to raise above the allowable amount and respond in a timely manner to the City's requests for documentation that justifies such an increase. Then, if approved, the Owner must give the Qualified Renter at least ninety (90) days written notice.
 - (c) If, upon annual re-certification, BCHA determines that the Renter is two (2) income categories above the unit's designated income category, Renter will continue to pay the rent and any utilities associated with the unit's income level directly to the landlord. BCHA will charge the difference between the unit's income level and the Maximum Housing Costs associated with the Renter's new income. This additional rent will be paid directly to BCHA.
4. Renter Must Rent the Home for use as Primary Residence.
 - (a) The Qualified Renter may use the Home only for residential purposes and any activities related to residential use that are permitted by local zoning law, except the Community Home cannot be used for short-term or vacation rental, or subleased.
 - (b) A lease is required for a minimum of a twelve (12) month term.
 - (c) The Tenant must use the Home as their Primary Residence and reside in the unit for more than nine (9) months of any given twelve (12) month period.
 - (d) If the Tenant accepts permanent employment outside of Blaine County or resides in the Home fewer than nine (9) out of any twelve (12) months, the Tenant will be deemed to have ceased to use the Home as a Primary Residence and must be required to relinquish the Community Home.
 - (e) Tenants must re-certify with Blaine County Housing Authority for each year of the lease term.

- (f) An Acknowledgement and Acceptance of BCHA terms and conditions governing the rental of Community Housing executed by the Tenant.
 - (g) Additional criteria are in Program Policies.
5. Owner may not Evict or not Renew Lease without Just-Cause or Mediation. Idaho's Landlord Tenant Manual provides the minimum protection for tenants_ <https://www.ag.idaho.gov/content/uploads/2023/07/LandlordTenant.pdf>. Given the difficulty with finding alternative affordable housing, Community Housing rentals with a Deed Covenant managed by the BCHA only allow for just cause eviction under the following circumstances:
- (a) Just-cause for eviction and non-renewal of leases is allowed of a Qualified Renter after
 - (i) a Notice of Default or Non-Compliance was provided to the Qualified Renter and BCHA, (ii) Owner makes a reasonable effort to participate in the mediation process as determined by the BCHA and adheres to any resulting mediation agreement, and (iii) a 30-day written notice is provided the Qualified Renter and BCHA. Just-cause eviction includes the following:
 - I. Failure to pay rent or habitual late payment of rent.
 - II. Repeated disorderly conduct.
 - III. Damage or destruction to the property.
 - IV. Substantial violation or breach of covenants or agreements contained in the lease pertaining to illegal use of controlled dangerous substances or other illegal activities.
 - V. Refusal to accept reasonable changes in the terms and conditions of the lease.
 - VI. The BCHA determines that the tenant falsified eligibility with, or is no longer in compliance with, BCHA's Community Housing Policies.
 - VII. Qualified Renter assaults or threatens the landlord, their family, employees, or other tenants (this may be eligible for a three (3) day notice).
 - (b) 5.A. applies except for just-cause evictions sought in the following scenarios when a three (3) day notice is allowed under Idaho law:
 - I. Qualified Renter is engaged in the unlawful delivery or production of a controlled substance on the premises of the leased property during the tenancy.
 - II. Qualified Renter is convicted of assaulting or threatening the landlord, their family, employees, or other tenants.
 - (c) If the Qualified Renter or their visitors are committing acts of domestic violence and/or sexual assault, then the Owner must (1) refer tenants to the Advocates and (2) follow the Violence Against Women Act;
 - (d) Owner may not coerce or harass tenants to waive their rights, lease-terms, or move out.
6. Owner's Ability to Improve the Home is Limited. The term "**Capital Improvements**" means any improvements that (i) exceed more than a single eight-hour day; (ii) requires packing, moving,

or storing belongings; (iii) continued occupancy constitutes a danger to the Qualified Renter's health or safety and/or the nature of the improvement creates an undue burden or unnecessary hardship; or (iv) the Qualified Renter does not have access to functional kitchen or bathroom facilities. In addition, Capital Improvements include any improvements that change the footprint, square-footage, or height of the house. No improvements may be made to the Home that would affect its bedroom configuration.

- (a) The Owner will not make any Capital Improvements to the Home without the prior written consent of the City, which consent may be withheld in the City's sole and absolute discretion or may include notice and relocation assistance requirements.
- (b) The Owner may make other improvements to the Home without the consent of the City as long as such improvements (i) do not meet the criteria in Section 4, (ii) are constructed in a professional manner, (iii) reasonable efforts are made to comply with Qualified Renter's scheduling requirements, and (iv) comply with all applicable laws and regulations.
- (c) Section 4 does not apply in the event the Home is damaged or destroyed following a fire or other casualty.

7. Repairs and Turnover Procedures. The Owner is required to make necessary repairs when the Home is turned over as follows:

- (a) The Owner must provide an Inspection Checklist in the lease that the Qualified Renter must, prior to signing the lease, use (i) with an inspector at their sole expense or (ii) to self-inspect and the City has the option of inspecting. The inspection is to ensure that the Home is in decent, safe, and sanitary condition and identify any additional needed repairs. The Owner must cooperate fully with the inspection.
- (b) The Owner must repair specific reported defects or conditions necessary to bring the Home into full compliance with the checklist and deed restriction prior to transferring the Home.
- (c) The Owner must bear the full cost of the necessary repairs and replacements.