

SARATOGA SPRINGS
RESIDENTIAL REHABILITATION LOAN PROGRAM

- PROGRAM GUIDELINES -
AND
- APPLICATION -



RENTAL PROPERTY
REHABILITATION
LOAN

SARATOGA SPRINGS OFFICE OF COMMUNITY DEVELOPMENT
City Hall - 474 Broadway
Saratoga Springs, New York 12866
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<http://www.saratoga-springs.org/cd/>

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age, race, color, gender, religion, handicap, sexual orientation,
familial status or national origin in employment or the provision of services.*



(Revised 1/14)

RESIDENTIAL REHABILITATION LOAN PROGRAM FOR RENTAL PROPERTY OWNERS

This Residential Rehabilitation Loan Program is designed to provide rental property owners with low interest (3% below Prime) loans to make substantial repairs to increase the safety, security and energy efficiency of their rental property. In exchange for below-market interest rates, the rental property owner must agree to rent to income-eligible persons at established “affordable rates” for a minimum of 4 years.

ELIGIBILITY REQUIREMENTS

1. Applicants must own the property to be rehabilitated.
2. The property must be located within the City of Saratoga Springs, be used entirely for residential purposes, contain no more than 4 units, and be in compliance with local zoning regulations.
3. All property Special Assessments, County, City and School taxes must be paid in full before the submission of an application.
4. Applicants must allow the Office of Community Development to review their credit history and financial information. All financial information shall be kept confidential.
5. Rental property owner applicants do not have to meet income eligibility criteria; however, their tenants must be income-eligible (see “Income Eligibility” below).
6. Applicants must agree not to sell property or transfer title for the longer period of 4 years or until the loan requirements are satisfied. A “UCC-1 Security Agreement” will be filed with the County Clerk to secure this agreement and will be released upon fulfillment of the participant’s program responsibilities.

Premature sale or transfer of the property will obligate the loan recipient to pay the remaining loan principle, accrued interest, late charges and any collection costs, plus an “anti-speculation” penalty equal to 15% of original loan amount. Requests to alter this agreement for reasons of hardship may be directed to the City Council.

7. Applicants with rental units must agree to rent, for the longer period of 4 years or until the loan requirements are satisfied to income-eligible persons of their own choice at, or below, the following rates. Cost of living increases to rates must be approved by the Office of Community Development.

Tenant income eligibility must be verified by Office of Community Development before loan approval, and before new tenants occupy any units rehabilitated through this program.

FAIR MARKET RENTS - 2014

| | Maximum rent <u>including utilities</u> | Maximum rent without utilities | |
|------------|--|---------------------------------|-------------------------------|
| | | <u>Gas heat/elec. hot water</u> | <u>Gas heat/gas hot water</u> |
| 1 bedroom | \$750 | \$620 | \$650 |
| 2 bedrooms | \$929 | \$799 | \$829 |
| 3 bedrooms | \$1,157 | \$1,027 | \$1,057 |
| 4 bedrooms | \$1,242 | \$1,112 | \$1,142 |

8. Only eligible and necessary repairs to increase the safety, security, and energy efficiency of the home may be completed using these loan funds.
9. Property owners may not apply for an additional loan until all previous loan requirements are satisfied. Exceptions may be made for health, safety and emergency reasons at the City's discretion.

INCOME ELIGIBILITY

“Income eligibility” to participate in the Residential Rehabilitation Loan Program is determined by the number of persons in the household and by a calculation of the household’s gross annual income (projected for the next 12 months) including interest, dividends, and a portion of assets. Eligible households must fit within the following income guidelines:

INCOME GUIDELINES (EFFECTIVE JANUARY 2014)

| <u>Persons in household</u> | <u>Maximum Income</u> |
|-----------------------------|-----------------------|
| 1 person | \$43,900 |
| 2 persons | \$50,150 |
| 3 persons | \$56,400 |
| 4 persons | \$62,650 |
| 5 persons | \$67,700 |
| 6 persons | \$72,700 |
| 7 persons | \$77,700 |
| 8 persons or more | \$82,700 |

Gross annual household income includes, but is not limited to, income from the following sources for all persons residing in the dwelling:

- Gross income (before any payroll deductions), overtime pay, commissions, fees, tips and bonuses and other compensation for personal services.
- The net income from operation of a business or profession or from rental of real or personal property. Line 22 of the applicant’s personal Income Tax Return (1040) may serve as evidence of net income for the self-employed.
- Interest, dividends, net income from real or personal property, and asset income. If total assets exceed \$5,000, the greater figure of asset income or a percentage (based on the current HUD passbook savings rate) of total assets will be used.
- Social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts.
- Payments in lieu of earnings such as unemployment and disability compensation, public assistance, worker’s compensation, and severance pay.

- Periodic and determinable allowances such as alimony, child support and regular contributions from organizations for persons outside the dwelling.
- All regular pay, special pay, and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is either a head of a family or a spouse.
- Lump sum additions to family assets such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlements for personal or property losses will be considered on a case by case basis.

The following sources shall not be considered income and will not be used to determine eligibility:

- Casual, sporadic or irregular gifts.
- Amounts which are specifically for, or in reimbursement of, the cost of medical expenses.
- Amounts of educational scholarships paid directly to student or educational institution and amounts paid by the Government to a veteran for use in meeting the costs of tuition, fees, books, and equipment. NOTE: Any amounts, scholarships, or payments to veterans not used for the above purposes or which are available for subsistence are to be included in income.
- Special pay to a serviceman head of a family away from home and exposed to hostile fire.
- Foster childcare payments or food stamp coupon allotments more than the amount charged.
- Relocation payments, or payments received to participate in national volunteer programs under the ACTION Agency.

LOAN AMOUNTS

Rental property owners may be eligible for a low interest loan of up to \$8,000.00 for each unit that is occupied by an income eligible household. Loans will be issued at an interest rate 3% below the Prime Rate at the time of Loan Committee approval, with repayment terms generally no longer than 5 years.

Not-for-Profit corporations, as defined under Section 102(a)(5) of the New York State Not-for-Profit Corporation Law, that own rental property may apply for a loan up to \$10,000.00 for each unit that is occupied by an income eligible household. Loans will be issued at an interest rate 3% below the Prime Rate at the time of Loan Committee approval, with repayment terms generally no longer than 5 to 10 years.

The Loan Review Committee may recommend other repayment periods based upon the applicant's credit and financial information.

ELIGIBLE REHABILITATION ACTIVITIES

Since this loan program is intended to substantially stabilize and improve existing rental housing, each rehabilitation project must give priority to correct any structural defects and to improve the health, safety and energy conservation of the dwelling unit. The following is a list of rehabilitation activities and their priority status:

Priority A - Structural repairs

- o Roof
- o Foundation
- o Frame
- o Unsafe landings, stairways, porches, flooring

Priority B - Health, Safety, Energy Conservation

- o Electrical
- o Plumbing
- o Heating
- o Storm windows, doors
- o Insulation

Priority C - Appearance, other

- o Painting, siding
- o Interior floor, ceiling, wall finishes
- o Sidewalks
- o Kitchen/bath plumbing fixtures

- o smoke detectors (required)
- o Accessibility improvements
- o Interior remodeling
- o Window repair
- o General roof/gutter/porch repair

The City will not issue a loan to cover items such as furniture, appliances (stoves, refrigerators, freezers, etc.), swimming pools, landscaping, driveways, or other non-essential items not directly affected by the rehabilitation activity.

REHABILITATION LOAN PROCESS

Income Eligibility

1. Having read and understood these guidelines, the applicant must submit a copy of the current deed to the property, the completed Application and Credit Report Authorization Form (found at the end of this packet) to the Office of Community Development.
2. The applicant will then be contacted to determine the income eligibility of the current tenants. Income and asset information will be requested in a preliminary telephone interview and then verified through third-party confirmation. All financial information will be kept confidential.

Scope of Work

3. Once income eligibility has been determined, the Community Development Rehabilitation Specialist and the City Code Enforcement Officer will arrange an on-site inspection of the property. These persons will discuss the project with the applicant to identify any health or safety code infractions and to prioritize eligible improvements. Greatest priority will be given to correct code infractions and structural defects. The Rehabilitation Specialist will then prepare a detailed “work write-up” documenting the proposed improvements and prepare a cost estimate for the rehabilitation project.
4. Once approved, the applicant will use this “work write-up” to obtain written estimates from at least two contractors. Applicants are responsible for choosing their own contractors. The Office of Community Development is in no way connected with, nor does it endorse, any contractor, subcontractor or supplier involved in home improvement activities. For participants seeking assistance in locating contractors, Community Development maintains a list of contractors who have submitted job references and a Certificate of Insurance.

Applicants are not required to choose the lowest bidding contractor as long as the Rehabilitation Specialist and Community Development determine that the contractor bid is reasonable. All contractors must provide Community Development with proof of insurance before a project may begin.

Loan Approval

5. Once the scope and cost of work is determined, the loan application is presented to the Loan Review Committee for evaluation. The Loan Review Committee will evaluate the loan request based on the applicant’s financial stability, the applicant’s prior credit performance, and the applicant’s ability to repay the loan. Loan approvals are determined by majority vote and may be appealed to the City Council.
6. After the loan request is approved, the applicant will sign a loan agreement with the City containing the loan details and repayment terms, a UCC-1 Security Agreement for the loan amount and, if

necessary, a rental agreement.

7. Once these agreements with the City are completed, the applicant and contractor will sign a contract (“owner-contractor” agreement) provided by the City and work may begin.

NOTE: All rehabilitation work must be completed within 90 days from signing the “owner-contractor” agreement (provided by the Office of Community Development).

All contracts for rehabilitation improvements are between the property owner and the contractor (or supplier) chosen by the property owner. The Office of Community Development is not responsible or liable for any breach of contract, faulty workmanship, damage, or other cause of action that might arise from the relationship between a property owner and his/her selected contractor.

In selected cases, property owners may apply to the Office of Community Development to do their own work. The owner must perform the work satisfactorily and must submit paid receipts for all materials and subcontractor work at the time of final inspection. Self-contractors, however, will not be reimbursed for their labor, tools or work performed by subcontractors not pre-approved by Community Development.

Contractor Reimbursement

8. The contractor may submit an invoice for reimbursement when 50% of the project is completed, and when the project is 100% complete. Community Development will only honor reimbursement requests for work completed. Under special circumstances, reimbursement may be authorized for materials delivered and present on-site. No payments shall be made in advance of work yet uncompleted.

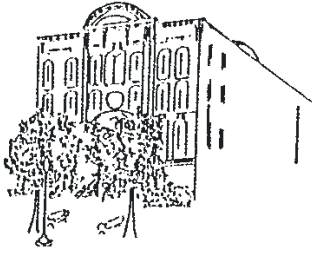
All completed work must be inspected and approved by the property owner, the contractor, and the Rehabilitation Specialist prior to any reimbursement. Reimbursement checks will be made jointly payable to the contractor and property owner, and mailed to the property owner.

PROPERTY ASSESSMENT IMPACTS

Most improvements accomplished through this program may not result in an increase in the property owner’s property tax assessment. For additional information, please contact the City’s Department of Assessment.

Attachments

- Notification of Lead-based Paint Hazards
- Loan Application
- Credit Report Authorization Form



CITY OF SARATOGA SPRINGS

OFFICE OF COMMUNITY DEVELOPMENT

City Hall - 474 Broadway
 Saratoga Springs, New York 12866-2296
 Tel: 518-587-3550 x.575 fax: 518-580-9480
<http://www.saratoga-springs.org/cd/>

| |
|--|
| Appl. #: _____ |
| Date rec'd: _____ (Office use only) |

RESIDENTIAL REHABILITATION LOAN PROGRAM

Rental Property Owner Loan Application

1) Applicant / Property Owner(s) Full Name: _____ Social Security # _____ Date of Birth _____

2) Property Address: _____ Telephone: (day) _____

Mailing Address (if different): _____ (eve) _____

Date of Property Purchase: _____ If less than 2 years, give prior address: _____

Structure type: 1 family 2 family 3 family 4 family Structure Age: _____ years

| <u>Apt. #</u> | <u># Bedrooms before Rehab.</u> | <u># Bedrooms after Rehab.</u> | <u>Current Rent</u> | <u>Includes Utilities (y/n)</u> | <u>Occupied (O) Vacant (V)</u> |
|---------------|---------------------------------|--------------------------------|---------------------|---------------------------------|--------------------------------|
| _____ | _____ | _____ | \$ _____ | _____ | _____ |
| _____ | _____ | _____ | \$ _____ | _____ | _____ |
| _____ | _____ | _____ | \$ _____ | _____ | _____ |
| _____ | _____ | _____ | \$ _____ | _____ | _____ |

3) Indicate (X) the types of repairs you would like to make.

| | | |
|---|--|--|
| <u>Priority A - Structural</u> <input type="checkbox"/> Roof <input type="checkbox"/> Foundation <input type="checkbox"/> Frame <input type="checkbox"/> Landings, stairways, unsafe porches <input type="checkbox"/> Flooring | <u>Priority B - Health, Safety, Energy Cons.</u> <input type="checkbox"/> Electrical <input type="checkbox"/> Plumbing <input type="checkbox"/> Heating <input type="checkbox"/> Storm windows, doors <input type="checkbox"/> Insulation <input type="checkbox"/> Accessibility improvements <input type="checkbox"/> Window repair <input type="checkbox"/> General roof/gutter/porch repair | <u>Priority C - Appearance, other repairs</u> <input type="checkbox"/> Painting, siding <input type="checkbox"/> Interior floor, ceiling, wall finishes <input type="checkbox"/> Sidewalks <input type="checkbox"/> Kitchen/bath plumbing & fixtures <input type="checkbox"/> Interior remodeling |
|---|--|--|

General description and priority of proposed rehabilitation work: _____

Estimate amount of loan required: \$ _____

4) Tenant Income Eligibility

Please provide the following information on your current tenants (the information marked (*) is for statistical purposes only and will not be used to determine eligibility):

| <u>Name</u> | <u>phone #</u> | <u># persons in household</u> | <u>*Female-headed household (y/n)</u> | <u>*Gender (m/f)</u> | <u>*Disabled? (y/n)</u> | <u>*Race (African Am., Asian, Hispanic, Native Am., White, Other)</u> |
|-------------|----------------|-------------------------------|---------------------------------------|----------------------|-------------------------|---|
|-------------|----------------|-------------------------------|---------------------------------------|----------------------|-------------------------|---|

_____ Apt. 1

_____ Apt. 2

_____ Apt 3

_____ Apt. 4

NOTE: Community Development will need to contact each tenant household to request information on tenant household income.

5) Calculate Gross Annual Income (include information for all persons in household - see program guidelines for greater detail):

| | |
|--|-----------------|
| 1. Gross annual wages, Interest income, dividends, pensions, annuities, VA, military | \$ _____ |
| 2. Alimony, child support, Social Security, SSI, public assistance | \$ _____ |
| 3. Unemployment insurance, worker's comp., disability | \$ _____ |
| 4. Net income from rents (copy of 1040 form, schedule E must be submitted) | \$ _____ |
| 5. Other income (specify) _____ | \$ _____ |
| GROSS ANNUAL HOUSEHOLD INCOME ----- | \$ _____ |

6) Estimate your average monthly expenses:

| | |
|--|-----------------|
| Mortgage | \$ _____ |
| Property taxes (include Special Assessments, School, County and City taxes) | \$ _____ |
| Insurance (automobile, homeowner, life, etc.) | \$ _____ |
| Utilities (telephone, water, electric, gas, etc.) | \$ _____ |
| Medical payments | \$ _____ |
| Food | \$ _____ |
| Clothing | \$ _____ |
| Other monthly expenses (cable t.v., credit card payments, entertainment, etc.) | \$ _____ |
| ESTIMATED TOTAL MONTHLY EXPENSES ----- | \$ _____ |

9) CERTIFICATION

Certification and authorization:

I have thoroughly read the Program Guidelines for the Residential Rehabilitation Loan Program. I understand my rights and responsibilities and, if provided with a loan, will abide by all rules and regulations pertaining to the Residential Rehabilitation Loan Program.

I affirm that all information given in this application is true and complete to the best of my knowledge and belief, and I understand that any willful misrepresentation on this application could result in criminal action.

I authorize the City to make all inquiries as necessary in connection with this application, or in the course of review or collection of any credit extended in reliance on this application. I authorize and instruct any person or consumer reporting agency to obtain, compile and furnish to the City any information as needed in response to such credit inquiries, and agree that such information shall remain the City's property regardless of the approval for extension of credit.

Applicants agree not to discriminate upon the basis of age, race, color, gender, religion, handicap, sexual orientation, familial status or national origin in the sale, lease, rental, use or occupancy of the real property rehabilitated with assistance under the Residential Rehabilitation Loan Program.

I hereby authorize the Office of Community Development to verify any of the above information as a condition of this application. I understand that participation in this program is contingent upon funding availability and applicant eligibility, and that filing an application does not guarantee program participation.

Applicant's signature

Date

Co - applicant's signature

Date

Please Note:

All property taxes must be current before an application may be considered.

All loan requests must include the following items:

1. Application - filled out accurately and completely
2. Copy of deed to property
3. Signed Credit Report Authorization Form - "Single Report Contract" - (with information and signatures for all applicants)



APPLICATION AND CONTRACT FOR SINGLE REPORT

The undersigned petitions ICS, Inc. for the use of its services upon the basis outlined below, and if accepted by said ICS, Inc. as a non-member user of service, agrees that the following shall constitute the service contract between the Requester and the ICS, Inc.. Request is hereby made to furnish the Requester a credit report on the following:

NAME _____ SS# _____

ADDRESS _____ DOB ____/____/____

PREV ADDRESS _____

PURPOSE FOR REPORT IS securing credit through City of Saratoga Springs Residential Rehabilitation Loan Program that user of said report will not use report for any other purpose, and that said purpose is in compliance with section 604 of public law 91-508 (FAIR CREDIT REPORTING ACT)

THE REQUESTER AGREES:

To adhere to all provision of Public Law 91-508 (Fair Credit Reporting Act) copy available upon request, and other applicable state and federal statutes. Willful failure to comply is punishable under the FCRA and any person who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined under Title 18 of the United States Code or imprisoned not more than 2 years or both.

That at the time of request for information or credit report is made the REQUESTOR will certify as set forth below the purpose of the report, which shall be only when the requester intends to use the information for a permissible purpose.

That at the time a request for information or credit report is made of ICS, Inc. for EMPLOYMENT PURPOSES it will comply with ss604 of the FCRA: specifically each time such a report is requested, the Requester will certify the following: (1) the consumer has been given a clear and conspicuous written notice in advance (in a document that consists solely of the disclosure) that a consumer report may be requested for employment purposes: (2) the consumer has authorized the requester, in writing, to procure the report: (3) the information in the consumer report will not be used in violation of any applicable federal or state equal employment law or regulation: (4) before taking adverse action, in whole or in part on the report, requester will provide the consumer a copy of the report and a description of the consumer's rights under the FCRA.

THAT INFORMATION IS BEING ACQUIRED ONLY FOR THE REQUESTER'S EXCLUSIVE USE

To hold in strict confidence all information received from ICS, Inc., and in case the disclosure of such information leads to any claims or litigation, to hold ICS, Inc. harmless from any liability or damages resulting therefrom. ICS, Inc. shall not be liable in any manner whatsoever from any loss or injury to requester resulting from the obtaining or furnishing of such information and shall not be deemed to have guaranteed the accuracy of such information, such information being based, however, upon report obtained from sources considered by the Credit Bureau to be reliable.

THE CREDIT BUREAU AGREES:

To furnish all available pertinent information on the subject of this inquiry, including but not limited to: identifying information, credit history, employment and public record information in file; such information being furnished at the special request of Requester, as evidence by the signature of this application.

IN WITNESS OF MY/OUR CONSENT AND AGREEMENT TO THE MATTERS STATED ABOVE, I/WE HAVE SUBSCRIBED OUR SIGNATURES BELOW.

REQUESTER Bradley S. Birge SIGNATURE _____ DATE _____

ADDRESS Saratoga Springs Office of Community Development, City Hall – 474 Broadway, Saratoga Springs, NY 12866

AUTHORIZATION AND CERTIFICATION OF CONSUMER

I the undersigned give permission for the above requester to receive a copy of my credit history given for the purpose of securing credit, and authorize ICS, Inc. to make a complete investigation of me, and to furnish to the requester reports based thereupon. I release ICS, Inc. from all liability arising from this investigation.

Customer Name: _____ Signature: _____ Date: _____

Notification

To: Owners, Tenants and Purchasers
of Housing Constructed before 1978

Watch Out for Lead-Based Poisoning

If this property was constructed before 1978, there is a possibility it contains lead-based paint. Please read the following information concerning lead-based paint poisoning.

Sources of Lead Based Paint

The interiors of older homes and apartments often have layers of lead-based paint on the walls, ceilings, windowsills, doors and door frames. Lead-based paint and primers may also have been used on outside porches, railings, garages, fire escapes and lamp posts. When the paint chips, flakes or peels off, there may be a real danger for babies and young children. Children may eat paint chips or chew on painted railings, window sills or other item when parents are not around. Children can also ingest lead even if they do not specifically eat paint chips. For example, when children play in an area where there are loose paint chips or dust particles containing lead, they may get these particles on their hands, put their hands into their mouths, and ingest a dangerous amount of lead.

Hazards of Lead-Based Paint

Lead poisoning is dangerous - especially to children under the age of seven (7). It can eventually cause mental retardation, blindness and even death.

Symptoms of Lead-Based Paint Poisoning

Has your child been especially cranky or irritable? Is he or she eating normally? Does your child have stomachaches and vomiting? Does he or she complain about headaches? Is your child unwilling to play? These may be signs of lead poisoning. Many times though, there are no symptoms at all. Because there are no symptoms does not mean that you should not be concerned if you believe your child has been exposed to lead-based paint.

Advisability and Availability of Blood Lead Level Screening

If you suspect that your child has eaten chips of paint or someone told you this, you should take your child to the doctor or clinic for testing. If the test shows that your child has an elevated blood lead level, treatment is available. Contact your doctor or clinic for testing. If the test shows that your child has an elevated blood lead level, treatment is available. Contact your doctor or local health department for help or more information. Lead screening and treatment are available through the Medicaid Program for those who are eligible. If your child is identified

as having an elevated blood lead level, you should immediately notify the Community Development or other agency to which you or your landlord is applying for rehabilitation assistance so the necessary steps can be taken to test your unit for lead-based paint hazards. If your unit does have lead-based paint, you may be eligible for assistance to abate that hazard.

Precautions to Take to Prevent Lead-Based Paint Poisoning

You can avoid lead-based paint poisoning by performing some preventive maintenance. Look at your walls, ceilings, doors, door frames and window sills. Are there places where the paint is peeling, flaking, chipping, or powdering? If so, there are some things you can do immediately to protect your child:

- (a) Cover all furniture and appliances;
- (b) Get a broom or stiff brush and remove all loose pieces of paint from walls, woodwork, window wells and ceilings;
- (c) Sweep up all pieces of paint and plaster and put them in a paper bag or wrap them in newspaper. Put these packages in the trash can. DO NOT BURN THEM;
- (d) Do not leave paint chips on the floor or in window wells. Damp mop floors and window sills in and around the work area to remove all dust and paint particles. Keeping these areas clear of paint chips, dust and dirt is easy and very important; and
- (e) Do not allow loose paint to remain within your children's reach since children may pick loose paint off the lower part of the walls.

Homeowner Maintenance and Treatment of Lead-Based Paint Hazards

As a homeowner, you should take the necessary steps to keep your home in good shape. Water leaks from faulty plumbing, defective roofs and exterior holes or breaks may admit rain and dampness into the interior of your home. These conditions damage walls and ceilings, and cause paint to peel, crack or flake. These conditions should be corrected immediately. Before repainting, all surfaces that are peeling, cracking, chipping or loose should be thoroughly cleaned by scraping or brushing the loose paint from the surface, then repainted with two (2) coats of non-lead paint. Instead of scraping and repainting, the surface may be covered with other material

such as wallboard, gypsum, or paneling. Beware that when lead-based paint is removed by scraping or sanding, a dust is created, which may be hazardous. The dust can enter the body either by breathing it or swallowing it. The use of heat or paint removers could create a vapor or fume which may cause poisoning if inhaled over a long period of time. Whenever possible, the removal of lead-based paint should take place when there are no children or pregnant women on the premises. Simply painting over defective lead-based paint surfaces does not eliminate the hazard. Remember that you as an adult play a major role in the prevention of lead poisoning. Your actions and awareness about the lead problem can make a big difference.

Tenant and Homebuyer Responsibilities

You should immediately notify the management office or the agency through which you are purchasing your home if the unit has flaking, chipping, powdering or peeling paint, water leaks from plumbing, or a defective roof. You should cooperate with the office's effort to repair the unit.