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REPORT ON THE CONTRACTOR-OWNER-TENANT MEDIATION BOARD



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SUMMARY OF DEMONSTRATION PROJECT REPORT ON
C.3 THE OPERATIONS OF A CONTRACTOR-OWNER-TENANT MEDIATION BOARD

This report describes an attempt, in the current rehabilitation program in the City of New Orleans, to develop and operate a mechanism designed to resolve work stoppages caused by lack of cooperation by owners and tenants in rehabilitation activities in established rehabilitation areas.

In 1953 the city launched a broad rehabilitation program designed to eliminate blight and prevent the growth of new slums. The success of this rehabilitation program depended upon effective compliance, on a mass basis, with established code standards.

The objective of the rehabilitation program was the participation of owners and tenants, in selected blighted residential areas, in a continuing program of repairs that would bring the houses in the areas up to at least the minimum code requirements pertaining to lighting, ventilation, heating, sleeping areas, sewage facilities, plumbing and bathroom facilities, and structural aspects such as walls, roofs, windows and doors.

The city strove to obtain this objective primarily through code enforcement and organization and educational activities. Citizen cooperation was in evidence and generally the program progressed favorably. There were, however, certain cases in which the voluntary cooperation of property owners was not forthcoming for a variety of reasons, and in those cases work was not proceeding on schedule. Included were cases hard to finance; cases delayed because of previous and incomplete litigation; cases involving disputes between owners and contractors, owners and owners or owners and tenants; and a few which reflected failure to make the required repairs for any number of reasons.

As the rehabilitation program progressed the need arose for developing an operation which could bring pressure to bear on all interested parties - contractors, owners and tenants - whose activity or lack of activity with regard to properties in rehabilitation areas resulted in work stoppages which hampered the progress of the overall rehabilitation program. Such an operation was needed also to relieve the often overcrowded court dockets by mediating conflicts so as to eliminate possible litigation, to educate the individual property owner as to the advantages to be gained by him through the rehabilitation of his property, and to provide for the property owner many helpful services designed to assist him in rehabilitating his property.

The procedures of the Division of Housing Improvement to obtain compliance - education, persuasion, and forced vacating of the premises - were effective but not totally satisfactory. There was a need for a means of bridging the gap between voluntary rehabilitation and forced compliance.

An attempt was made to establish a mechanism to fill this gap by the creation of a mediation board to handle disputes resulting from the city's rehabilitation program and to provide advice and counsel to those citizens in need of such guidance. This report describes the establishment of such a mediation board, its organization and operations, its operating procedures, its activities, case histories, evaluation, and conclusions.

The project and the publication of this report were made possible through a Demonstration Grant administered by the Urban Renewal Administration, Housing and Home Finance Agency, under provisions of Section 314 of the Housing Act of 1954.

PREFACE

The Division of Housing Improvement of the City of New Orleans developed and executed an experimental project of utilizing a Mediation Board to improve and expedite its rehabilitation program based on housing code enforcement. This report describes the operation of the demonstration and evaluates its results.

The publication of this report was made possible by the Housing and Home Finance Agency, Urban Renewal Administration, through a Demonstration Grant under Section 314 of the Housing Act of 1954.

AUGUST 7, 1957

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I

INTRODUCTION

The City of New Orleans in 1953 launched a broad rehabilitation program designed to eliminate blight and prevent the growth of new slums. The success of this rehabilitation program depended upon effective compliance with code standards on a mass basis.

By mid-1955, it was apparent that the city's program was successful and that great strides had been made in obtaining the cooperation of home owners to rehabilitate residential dwelling units. However, it was also apparent that some owners and occupants had various difficulties in complying with code standards and that there was a need for a means of bridging the gap between voluntary compliance with housing standards and compulsion through legal proceedings.

The attempt to develop and operate a mechanism to provide the needed services was the purpose of the Demonstration Project. The City of New Orleans, assisted by a Demonstration Grant, undertook to establish and experiment with an apparatus designed to resolve work stoppages arising from its rehabilitation program.

Responsibility for directing the rehabilitation program of the city was centered in the Division of Housing Improvement. The Demonstration Project, accordingly, was developed and carried out by this same Agency.

II

SUMMARY OF THE NEW ORLEANS REHABILITATION PROGRAM

A prerequisite to describing the activities of the Demonstration is an understanding of the New Orleans rehabilitation program. The objective of the program is the participation of owners and tenants in selected blighted residential areas of the city in a continuing program of repair and bringing houses up to at least minimum standard requirements. The methods used to obtain this objective consist primarily of code enforcement, and organizational and educational activities.

The program started in 1953 with the appointment by the Mayor of a Citizens' Advisory Committee. This committee was instructed to study the housing problem of the city and to make recommendations concerning this problem. Following the recommendations of the committee, a Minimum Housing Ordinance was passed by the city. The ordinance, in effect, established minimum standards pertaining to lighting, ventilation, heating, sleeping areas, sewage facilities, plumbing and bathroom facilities, and structural aspects such as walls, roofs, windows and doors.

A permanent Citizens' Advisory Committee was also established as was a Division of Housing Improvement. The latter agency was made responsible for operating the technical portion of the program.

Characteristics and Selection of Rehabilitation Areas

The City Planning Commission has the responsibility for designating those areas in which the program will operate. The Division of Housing

Improvement, however, may make recommendations to the Planning Commission concerning the designation of these areas. The operating areas are selected on the basis of their susceptibility to rehabilitation and such factors as zoning standards, housing conditions, and long-range city plans. The intent is to select areas in which preventive as well as curative action will be effective.

Six areas - all predominately residential - were chosen before or during the demonstration period. The areas and their boundaries are: (1) Area 3 bounded by St. Denis, Pleasure, Hamburg and Paris Avenue; (2) Area 4 bounded by Canal Street, N. Broad, Lafitte and N. Claiborne; (3) Area 5 bounded by Cadiz, Magazine, Coliseum and Upperline; (4) Area 6 bounded by Napoleon Avenue, S. Saratoga, Jefferson Avenue, Cucullu and S. Claiborne; (5) Area 7 bounded by St. Claude Avenue, N. Tonti, Elysian Fields Avenue, and St. Roch Avenue; (6) Area 8 bounded by Elysian Fields Avenue, N. Miro, St. Bernard Avenue, N. Broad and Florida Avenue. These areas comprise approximately 256 squares.

It is estimated that slightly over one-half of the premises in the operating areas were owner-occupied. The majority of the buildings were frame double or multiple dwelling units and averaged about 75 per cent Negro occupancy. The occupants were generally in the lower income groups but there was considerable variance in the income status of the property owners. Overall, there were approximately six persons per dwelling unit.

There was a great difference in physical characteristics between and within areas. Some blocks contained completely disreputable looking dwellings with outside inadequate plumbing facilities, rotted exterior and broken windows, trash heaps and unpaved streets. Other blocks were in good shape except for some isolated buildings. In many cases, the worst blocks of an area bordered on some of the better residential sections of the city.

How the Rehabilitation Program Operates

After the Planning Commission designated a rehabilitation area, the Division of Housing Improvement publicized its program to the residents and called a public meeting to explain the purpose and operation of its work. Then the Division inspectors made a house-to-house survey of the area for a determination of code violations. These inspectors covered all aspects such as fire, health and building violations. All other city regulatory inspectors were withdrawn from the area to prevent duplication of work and undue harassment of dwellers.

After the inspection, specifications of violations were sent to owner and the owners were tendered an invitation to appear at a hearing of the Division of Housing Improvement to discuss such violations. 1/ If no obstacles arose at the hearing, the owner was given a time limit within which to comply. If the owner failed to attend the hearings or to begin any work

1/ See Appendix A for form letters used by Division of Housing Improvement.

he was sent a letter ordering him to do so under the threat of legal action. Finally, when all such methods for voluntary compliance had been exhausted, the Division ordered the dwellings vacated in such cases where it deemed this action advisable.

The Division of Housing Improvement has certain other devices which it uses in obtaining compliance. One such device is its Citizens' Advisory Committee. This 28-person committee was appointed by the Mayor in June, 1954, to render counsel and advice to the Division. Among its sub-committees are a legal committee, a technical committee, a finance committee, a relocation committee, and a public relations committee. When the Division is confronted with a work stoppage, if feasible it recommends the case to the appropriate sub-committee for advice. Considerable help has been obtained from the finance committee on hardship cases and, to a lesser extent, the relocation committee has been helpful to tenants who have been vacated.

During the first year of operation it was found that less than two dozen contractors were doing about 75 per cent of all the rehabilitation work. Many of these contractors were not as reliable as might be hoped and the result was arguing and disputing between owners and contractors with consequent stoppages of repair work required by the housing standards. The city was not in a position to intervene in such a situation although it realized that something had to be done to protect owners and expedite required housing improvements. An added difficulty resulted from owners

contracting for repairs not required and failing to contract for correction of code violations.

Finally, in July, 1954, the Division of Housing Improvement in cooperation with such organizations as the Better Business Bureau, the Chamber of Commerce, Property Owners Associations, the District Attorney's Office and the Home Builders Association of Greater New Orleans drew up the Fair Practices Code. This code pledges that the owner shall be given in writing a full account of all work to be contracted for and promises satisfactory performance of the work and the use of materials which are of sufficient quality to produce a workmanlike job. Contractors signing the code also agree that they will not contract for any job that they are not able to do. When a contractor is willing to sign such a statement he is checked by the Better Business Bureau and when approved, is put on the list of approved contractors.

This facility was devised to fill a dual need. First, it provided owners of properties a list of contractors engaged in every phase of building repair work, from which they might select a contractor whom they knew was at least morally bound under the Fair Practices Code to do the job in a proper and workmanlike manner, and secondly, it assisted the Division by supplying a means of compelling contractors to abide by the Fair Practices Code under fear of having their names removed from the list.

Status of Rehabilitation Program Prior to Demonstration

By late 1955, it was apparent that the New Orleans Rehabilitation Program had effected a great improvement in those areas in which it had been applied. Citizen cooperation was in evidence and generally, the program was progressing favorably. There were, however, certain cases in which the voluntary cooperation of property owners was not forthcoming for a variety of reasons and, in these cases, work was not proceeding on schedule.

In appraising the situation, it became apparent to the Division of Housing Improvement that some new mechanism was needed to deal with these recalcitrant cases. The city's program is designed to compel as well as assist property owners rehabilitate their individual properties. It involves substantial renewal of large residential areas and a continuing program to repair and bring houses up to minimum standard requirements, and because it is essential to bring about necessary improvements on every parcel of property in order to guarantee complete improvement of whole areas, it is essential that the means be available to handle every eventuality. Such a program as is operated in New Orleans is bound to suffer from a certain small percentage of non-conforming cases. These involve cases which are hard to finance, cases delayed because of previous and incomplete litigation, cases involving disputes between owners and contractors, owners and owners or owners and tenants, and a few which cannot result in the making of needed repairs for any number of varied reasons.

As the rehabilitation program progressed, the need arose for developing an operation which could bring pressure to bear on all interested parties - contractors, owners and tenants - whose activity or lack of activity with regard to properties in rehabilitation areas resulted in work stoppages which hampered the progress of the overall program. Such an operation was also needed to relieve the often overcrowded court dockets by mediating conflicts so as to eliminate possible litigation, for educating the individual property owner as to the advantages to be gained by him through the rehabilitation of his property and to provide for the property owner many helpful services designed to assist him in rehabilitating his property.

The procedures of the Division to obtain compliance - education, persuasion and forced vacating of the premises - were effective but not totally satisfactory. In general, there was a need for a means of bridging the gap between voluntary rehabilitation and forced compliance.

The Demonstration Project undertaken by the Division of Housing Improvement in November, 1955, was an attempt to establish a mechanism to fill this gap. Under the Demonstration, a Mediation Board was created to handle disputes resulting from the city's rehabilitation program and to provide advice and counseling to those citizens in need of such guidance.

III

ORGANIZATION AND OPERATIONS OF MEDIATION BOARD

Organization of Board

The Contractor-Owner-Tenant Mediation Board of the Division of Housing Improvement for the City of New Orleans was composed of three members:

- 1) An attorney who served as chairman of the Board and controlled and regulated its activities. Because many cases which were referred to the Board involved the dispensing of legal advice and because the position required the dignity of a professional man, an attorney was the logical choice to serve as chairman of the Board.
- 2) A member of the staff of the Division of Housing Improvement who was assistant chief of the division. It was felt that a high staff official who was completely familiar with the operations of the rehabilitation program would be a valuable asset to the Board.
- 3) A member of the Technical Committee of the Citizens' Advisory Committee on Housing Improvement who was an architect. This appointment was made because of the desirability of maintaining liaison between the Board and the Advisory Committee and because of the technical knowledge and experience of the individual.

The attorney chairman was the only member of the Board who received compensation for his services although the division's staff member on the Board devoted some of his official time to Board activities.

The bulk of the work done by the Board was handled by the attorney chairman who received some assistance from inspectors, office consultants and stenographers employed by the Division of Housing Improvement. The relationship between the Board and the Division was very close since the purpose of the Board was to assist in the implementation of the Division's program. It was apparent that close liaison had to be maintained and that the Board had to operate within the overall framework of the Division's activities. Thus, the Mediation Board in effect supplemented the enforcement activities of the Division.

The Mediation Board was also aided by the Citizens' Advisory Committee and its various sub-committees consisting of civic-minded men in various professional fields. The Advisory Committee was established to advise and consult with the Division of Housing Improvement and served to expedite the Division's program by providing technical advice in the case of certain work stoppages. Many cases, especially those involving financial hardship, which came to the attention of the Mediation Board Chairman, were referred to the appropriate Advisory Sub-Committee.

Operating Procedures of Board

The Mediation Board had no formal powers. It was created administratively and acted only in an advisory capacity to interested parties and to the Division of Housing Improvement. Its principal obligation was to assist the Division in eliminating stumbling blocks which hampered the progress of the overall program.

Actually the Board acted in a dual capacity. It functioned as a Mediation Board with respect to reconciling disputes between owners, contractors and tenants. In such cases decisions of the Board were not binding but they did indicate to the parties involved what might be anticipated if such disputes were not resolved in accordance with the recommendations of the Board. However, it should be stressed that the role of the Board was to mediate and not to arbitrate.

The second function of the Board was to resolve certain types of work stoppages other than legal disputes. For the most part these cases were simply ones of non-compliance. Again in this role the Board had no power of compulsion. Instead it relied upon its prestige and the inferred powers attached to the presence of the attorney chairman.

The Mediation Board acted under a policy which left to the discretion of its chairman the responsibility to find ways and means of handling matters referred to the Board. 2/ The Board met in a body only on those occasions when, in the opinion of the chairman the seriousness of the dispute warranted summoning the disputants before the entire Board for review of the case. Otherwise, cases referred to the Board were handled by the chairman alone.

The bulk of the matters brought to the attention of the Mediation Board were referred to it by the Division of Housing Improvement and were cases involving residential properties located in one of the various rehabilitation areas. In all cases the Division first inspected every habitable 2/ See Appendix B for sample letters and reports of the Chairman.

property within a designated rehabilitation area. Work orders and specifications as to repairs necessary to rehabilitate the respective properties were issued to the owners and informal hearings were held in the offices of the Division. Within the descretion of the Division's staff, sufficient time was afforded the property owner within which to rehabilitate his property. If at the end of the specified time the owner had not complied with the requirements and the Division's enforcement staff felt that the case was beyond their means to resolve, the file was referred to the Mediation Board for investigation with the view of uncovering and solving the problem.

In addition, the existence of the Board was made known to property owners in all rehabilitation areas and everyone was invited to use its facilities to assist in accomplishing the rehabilitation of his property. Regardless of the nature of the problem it would be referred to the Board for action or for further referral. Thus, for all practical purposes, the Mediation Board was an addition to the existing enforcement structure to handle the most difficult types of cases.

If the work stoppage resulted from a contractor-owner dispute or from a dispute between owner of adjacent property, the chairman contacted both of the involved parties and attempted to resolve their differences amicably. After a thorough investigation of the matter with the assistance of inspectors and photographers employed by the Division of Housing Improvement, the chairman advised each of the parties as to his conclusions and their

respective rights regarding the interpretation of the contract. Occasionally it was necessary to meet and confer with legal counsel representing one or both of the parties in order to arrive at an amicable solution. If the problem was not resolved by this process of negotiation, the parties were requested to appear before the full Mediation Board. After hearing the views of both disputants, the Board made recommendations aimed at a fair and just settlement. The only alternative to acceptance of the Board's recommendations was litigation by the aggrieved party.

The Mediation Board had no power to compel attendance at its hearings. However, in no case did parties fail to appear upon request.

When cases were set for hearing before the Board, all of the necessary arrangements were made by the Chairman. Prior to setting the case for hearing all available material and information was obtained by the Chairman. A request for inspection of the premises in question was made by the Chairman to inspectors from the Division and, if necessary, he also requested that photographs be made of the property. Copies of the contract covering the repair of the premise were obtained and all such relevant material was turned over to the Board members for study prior to the hearing.

The Chairman set the date for the hearing, selecting a time most convenient to all parties concerned, and notified inspectors, other Board members, and interested parties by mail of the time, date and place of the meeting.

There were no specific rules of procedure for conducting Board hearings. The Chairman conducted the meetings with only such formality as was necessary to uphold the dignity of the Board. The meetings were held in the Office of the Division of Housing Improvement in conference table fashion. Inspectors concerned with the case as well as legal counsel for the disputants were invited to appear along with the parties concerned.

The Chairman opened the meetings by presenting the problem at issue. Each of the aggrieved parties then stated his position as if a trial of the matter were being held. After the interested parties made their statements, the Chairman presented whatever information he had obtained. The Board members then discussed the situation and suggested solutions to the problem. If at all possible, recommendations, based on conclusions reached by the Board members after the entire matter had been presented, were made to the parties before the conclusion of the hearing.

Minutes of the Board meetings were recorded by a stenographer employed by the Division of Housing Improvement. Not all of the testimony was taken down and transcribed, but a statement of the case and the conclusions reached were prepared and placed in the file covering the property in question.

The presentation of a case before the Board usually took about an hour. The preparation by the Chairman, including inspections, discussions with inspectors, conferences with interested parties and study of the contract usually took an additional six to eight hours spread over a period of

approximately two weeks.

A case involving a contractor-owner dispute was never concluded by a hearing, however, since the objective of the Board was to eliminate work stoppages. Consequently, following the hearing, the Chairman periodically contacted the parties involved in the dispute to check upon the progress of the work. Thus, the files covering a particular case may not have been closed for several months after the hearing.

IV

ACTIVITIES OF THE MEDIATION BOARD

As was explained previously, the Mediation Board was established with two principal objectives in mind. These objectives were: 1) to provide services designed to eliminate work stoppages resulting from causes which could not be resolved through normal enforcement procedures, and; 2) to settle disputes and the consequent work stoppages arising among owners-contractors-tenants.

During the six months of operations of the Mediation Board it is estimated that some 500 requests for information and advice were received by the Board or by the Division of Housing Improvement. In addition, the Board and its chairman had referred to it files on properties belonging to 76 various property owners. Some of these persons owned two or three properties; others owned eight or ten properties located in rehabilitation areas. It is estimated that about 100 individual property cases were brought to the attention of the Board.

All of the cases involving these 76 property owners received the individual attention of the Mediation Board Chairman but only a small segment of them were of such nature as to necessitate a hearing before the Board. During the six month demonstration period the Board was called together for hearings on three occasions and heard a total of six cases during these meetings.

Cases Handled By Board or Chairman

In all 76 cases handled by the Mediation Board, no work was in progress at the time of referral. Work had either been stopped or had never been started.

It is difficult to characterize these cases with any preciseness as many of them were rather complex and involved more than one reason for the resultant work stoppage. Broadly speaking, however, about one-third of the total fell into the general category of financial hardship cases. 3/ Such cases normally involved the inability of the property owner to pay for the needed repairs. The usual procedure followed was for the Mediation Board Chairman to investigate the situation and advise the property owner as to the best course of action. In some instances the Chairman was able to direct the owner to more reliable and reasonable contractors than had initially been contacted. In other cases the Chairman arranged for a meeting between the owner and the Division inspector with the result that a compromise was effected on the extent of the necessary rehabilitation work so that it was within the owner's means to comply. In those cases which the Chairman was unable to resolve the owners were referred to the Finance Committee of the Advisory Committee for the Division of Housing Improvement,

All members of the Finance Committee are considered experts in their field as all are executives with savings and loan and other lending

3/ See Appendix C for examples of typical hardship cases.

institutions located in the City of New Orleans. When an owner was referred to them, a complete investigation as to his financial condition was made; his income, financial worth, credit rating, age and all matters concerning him as a credit risk were investigated, and the property itself was appraised to determine its value for loan purposes. If at all possible, some means was found to obtain financing for the needed rehabilitation of the property and to assist the owner in obtaining the loan.

A number of the cases brought to the attention of the Board Chairman concerned disputes between an owner and contractor. Some of these cases were brought to a successful conclusion through the efforts of the Chairman. Typical of such cases was where an owner had become involved with a contractor who used forms of subterfuge to induce the owner into a contract whereby he was greatly overcharged for the work to be done. Through the intervention of the Chairman the contract was rescinded at the least possible expense to the owner and the owner contracted with another firm to do the work at a reasonable price.

Most owner-contractor disputes concerned situations where work had stopped because the contractor simply failed to complete the job, where the workmanship of the contractor was in question, where the contractor complained about the lack of cooperation on the part of the owner, or where there was doubt as to what was covered by the contract. Some of these cases were settled amicably through the intervention of the Chairman.

In six such cases, however, the Chairman was unable to resolve the dispute and these cases were turned over to the Mediation Board for hearings.

In all six contractor-owner dispute cases aired before the full Mediation Board the recommendations of the Board were accepted by the disputing parties.

About 10 per cent of the cases referred to the Mediation Board Chairman involved the sale of property to a new owner. Such transactions often took place after the property had been inspected by the Division of Housing Improvement and a notice of specifications had been prepared. As a result, a dispute would arise as to whether the old or new owner should assume responsibility for making the necessary repairs. Again, in some such cases the Chairman was able to remedy the situation by informal discussions with the disputants. In those cases which the Chairman was unable to resolve and in cases involving zoning or other legal questions, the Chairman referred the parties concerned to the Legal Committee of the Advisory Committee of the Division.

This committee is composed entirely of practicing attorneys. The Committee members discuss with owners legal problems involved in the types of cases described above and advise the owners accordingly.

About one-tenth of cases brought to the attention of the Mediation Board Chairman concerned changes in structural or architectural design, or questions as to the type of repairs needed to comply with established standards. If such cases could not be settled by the Chairman with the

assistance of the Division's inspectors they were referred to members of the Technical Committee of the Advisory Committee of the Division of Housing Improvement. These Committee members were available for advice to property owners as to the best and least expensive means of rehabilitating their properties. They also served as expert consultants in matters of conflict between owners and contractors regarding quality of work performed.

Similarly, cases involving relocation problems were referred to the Relocation Committee of the Advisory Committee for advice and guidance.

The remaining cases handled by the Chairman involved work stoppages resulting from such varied reasons as: a lack of understanding of the program; illness on the part of the owner; one owner of many properties who was doing the work himself and needed additional time; and so-called "hardhead" cases where the owner refused to do the work but had no apparent excuse for not doing it. With the exception of the "hardhead" cases, most of these were resolved by the Chairman through telephone calls or personal discussions. Those cases in which owners stubbornly refused to do the work were referred back to the Division for legal action if all attempts at persuasion were unsuccessful.

As a direct result of the efforts of the Mediation Board, twelve of these 76 cases were recommended for abatement, which means that at least twelve properties have been completely rehabilitated in situations which at least for a time seemed hopeless to the Division of Housing Improvement.

Of the remaining files, about 38 or 60 per cent show improvement in the extent of repairs since being referred to the Board and in each case repairs are in progress. The remaining 26 cases show no improvement. Some of these involve financial hardship and are still in the hands of sub-committees of the Advisory Committee. In others the owner stubbornly refuses to cooperate and make the necessary repairs and legal action must be taken to enforce compliance.

It must be remembered that all cases, before reaching the Chairman of the Board, had been thoroughly processed by the enforcement staff of the Division of Housing Improvement and only referred to the Mediation Board when the Division had been unable to accomplish anything further. It should be further remembered that the above figures cover only a six month period and that a number of cases, upon which this report is based had been in the hands of the Chairman only for 60 days or less.

The foregoing cases represent only the number of files referred to the Mediation Board Chairman and are exclusive of advice rendered verbally to other owners and to the Division personnel, and conferences held with Division personnel to develop a workable program. It is estimated that approximately 500 separate and distinct requests for information were handled by the Board Chairman or the Board Staff Member during the six month period. These requests dealt with legal problems, relocation information, contract details, interpretation of ordinances and programs, or

anything else involving the work of the Division.

Selected Case Histories

A fairly representative case involving a dispute between an owner and a contractor which was handled by the Chairman and not referred to the Mediation Board for a hearing concerned the question of faulty work performed by the contractor. In this particular case a portion of the rear porch of a dwelling collapsed several months after the contractor had completed his work on the job. The owner immediately contacted the Division of Housing Improvement, making a complaint against the contractor and seeking the assistance of the Division to compel him to repair the damage. The Division, anxious to have the repairs undertaken, referred the matter to the Mediation Board Chairman who requested that the premises be inspected and a report be made to him. While awaiting the results of the inspection, the Chairman discussed the matter with both the owner and the contractor and obtained their views on the dispute. The Chairman also obtained and studied copies of the contract entered into by the owner and contractor for repair of the property.

The inspection revealed that the collapse of the flooring was due to a defective floor joist which had deteriorated, but the deteriorated section was not visible at the time that the contractor completed the repairs and also that said joist had been installed long before the work was done by this contractor. This was the basis for the claim of the contractor that he was not responsible for undertaking the repairs. The owner's claim

that the contractor should be responsible was based on the contract which, although rather ambiguous in many respects, did contain a provision that the contractor was to repair and replace all defective floor joists.

After the Chairman had completed his investigation, he called in the contractor and asked for an explanation of why the contractor had not repaired the particular floor joist which caused the collapse of the flooring. The contractor requested that a conference be held, at which he and his legal counsel might discuss the matter with the Chairman of the Board. This was arranged and the Chairman met with them, assisted by an inspector from the Division who had also assisted in the investigation of the case.

The conclusions reached at the end of this conference were that the deteriorated floor joist was not obvious to anyone, including the contractor at the time he contracted to do the repairs nor at the time he completed his repair work, that although the contract provided that the contractor should repair all defective floor joists, said provision should be confined to joists obviously defective at the time the parties entered into the contract, and finally that the contractor could not be held responsible indefinitely to make repairs to the building which were not contemplated when the contract was entered into.

Following this conference, the Chairman explained the situation to the owner and convinced him that the contractor could not be held responsible for the situation. A full report of the investigation and the determin-

ations reached by the Chairman was rendered to the Division of Housing Improvement, and both owner and contractor were notified of the determinations. As a result of this action by the Chairman of the Mediation Board, the owner undertook the needed repairs and litigation was avoided.

All cases were not brought to as successful a conclusion as the one described above. One such case was initiated in December, 1953, brought before the full Mediation Board in November, 1955, and as of the end of the demonstration period (April, 1956) had still not been settled.

This particular property was inspected in December, 1953 and a long list of specific violations was obtained. The case was put through the normal enforcement machinery of the Division and letters were sent, inspections made, hearings held, and time extensions granted. Shortly after the Mediation Board was established - November, 1955 - the Chairman called the owner of the property and was told that the work had been contracted for but that the contractor had failed to complete the job. The owner stated that he had paid the contractor \$3,928 to do the complete job.

The following day the Chairman called the contractor who promised to complete the work within two weeks. At the end of that period, however, no more work had been done. When the Chairman called the contractor again, the contractor said that illness had prevented him from doing the work.

At this point the Chairman decided the case should go before the Mediation Board and a hearing was scheduled on November 30, 1955. Prior

to the hearing, the facts of the case as ascertained by the Chairman were sent to each member of the Mediation Board. At the hearing, the Board heard both the owner and the contractor and, after discussion, agreed that the contractor was negligent and should complete the necessary repairs. The contractor accepted the decision of the Board, agreed that he had been negligent, and guaranteed that the work would be completed by December 15, 1955.

An inspection of the property on December 29, 1955, revealed that the contractor had continued the repair work for a few days but had stopped again with the bulk of the work still unfinished. Further talks with the contractor proved fruitless and it was evident that he was not acting in good faith. The final action of the Mediation Board Chairman was to recommend to the owner that the owner engage legal counsel to represent him in a suit against the contractor. As of the termination of the demonstration project this case had not been resolved.

Some cases resulted from a misunderstanding between parties and required only explanation and consultation from the Chairman for settlement. In one such case, two owners of adjacent properties disagreed as to the cost of construction of a partition fence separating the two properties. The owners could not settle the issue with the result that work was stopped. The problem was brought to the attention of the Division and later referred to the Chairman of the Mediation Board.

Investigation by the Chairman revealed the dispute arose merely as a result of misunderstanding on the part of one owner. After the Chairman discussed the matter with both owners, the case was settled amicably with only a slight adjustment as to cost of construction being made.

Fair Practices Code

The development and utilization of the Division of Housing Improvement's Fair Practices Code were described in Chapter II. When the Mediation Board was established, the Chairman, with the assistance of the Division, revised the list of persons and firms who signed the Code. 4/

Although the Fair Practices Code existed prior to the formulation of the Mediation Board, the concept received impetus from the activities of the Board Chairman. The Chairman undertook to weed out some undesirable contractors from the list and publicized the existence of the listing of acceptable contractors. In many cases work stoppages resulted from an owner not knowing how to go about getting the work done or from the owner being fearful of unknown contractors. When such cases come to the attention of the Chairman, he explained the purpose of the Fair Practices Code to the owner and was able to direct the owner to contractors who had pledged to do a fair and satisfactory job.

4/ See Appendix D for Text of Fair Practices Code

V

EVALUATION AND CONCLUSIONS

The Mediation Board was established to bridge the gap, between voluntary rehabilitation and forced compliance within the framework of the New Orleans Rehabilitation Program. It was designed so as to be able to bring pressure to bear on parties whose activity or lack of activity resulted in work stoppages which hampered the progress of the overall program. The Board was also supposed to eliminate possible litigation, to educate the individual property owner as to the advantages of rehabilitating his property, and to provide property owners with helpful services designed to expedite the rehabilitation process.

An objective self-analysis is difficult. The Mediation Board was a creature of the Division of Housing Improvement and the Division is responsible for its failures as well as its accomplishments. It is not easy to be one's own "Monday Morning Quarterback" and describe how things should have been done differently nor is it easy to beat one's own drums and emphasize how well things turned out.

These faults and failures and successes and solutions must be listed, however, since the demonstration was undertaken so that other cities might benefit from the experience.

It must be concluded that this experiment with the Mediation Board was moderately successful in that it alleviated but did not solve the situation

An evaluation of the efforts of the Board clearly reveals that many work stoppages have been resolved and that, in general, there is a better citizen understanding and appreciation of the rehabilitation program.

An evaluation further shows that some work stoppages still exist despite an all-out effort by the Board to remedy them. In addition, it is evident that the Mediation Board lost some of its impetus during the latter part of the demonstration period.

In theory, the concept of a Mediation Board is excellent and all those who are familiar with the concept agree that it is a suitable and workable mechanism to fill a gap in normal enforcement procedures. However, the translation of theory to actual practice requires detailed planning and constant supervision and coordination. To some extent, the lack of the latter explains why the concept did not achieve its full potential in New Orleans.

The Mediation Board concept was originated in New Orleans at a time when it appeared as though the city would undertake an urban renewal project. Consequently, the Board and its responsibilities were established partially on the assumption that numerous legal and other difficulties would arise as a result of the urban renewal project. When the project failed to materialize, the Mediation Board concept was not changed and its workload fell far short of expectations. This, in part, explains why the Board met as a body only on three occasions and handled only six cases.

It was originally planned that the Board would meet every 15 days for a review of cases.

The Board was faced with another handicap in that it was not possible for the Division of Housing Improvement to devote its full resources to effect its operations. The Division had an extremely heavy workload and a relatively small staff during the demonstration period. As a consequence the Board Chairman often had to seek out cases that should have been referred to him as a part of the regular operating procedures of the Division.

Finally, the Board had no power of enforcement. It could make recommendations but could not carry them out on other than a voluntary basis. In all six cases which were heard by the full Board the Board's recommendations were agreed to and promises were obtained from the disputants. However, in each case the recommendations were never fully carried out and the Board was powerless to implement them. In such cases, the only recourse of the Board was to refer the cases back to the Division for legal action. In retrospect, it appears that there should have been a more direct link between the Mediation Board and the District Attorney's Office.

On the credit side, the Board worked effectively with the Advisory Committee and built the Fair Practices Code into a workable and effective instrument. Furthermore, the Board was extremely useful as a dispenser of advice to property owners and often times had a preventive in addition to a curative effect.

It should be emphasized that cases were referred to the Board only when the Division could not settle them. The fact that two-thirds of all such cases showed some improvement or were completely abated as a result of the efforts of the Board is a noteworthy accomplishment.

The Division of Housing Improvement takes pride in the accomplishments of the Mediation Board and is satisfied and pleased with the results of the demonstration. It is not planning to continue the Board on a permanent basis, however, this seeming paradox can be explained.

The Mediation Board concept was planned some six months before it became a reality. It functioned for another six months. Thus, a full year has passed since its conception. During that year the rehabilitation program has progressed rapidly in New Orleans and relatively fewer obstacles have arisen. Consequently, the need for such a mechanism as the Mediation Board has decreased. In addition, the staff of the Division of Housing Improvement are familiar with the techniques used by the Board Chairman in alleviating work stoppages and utilize such techniques whenever possible. Finally, the Mediation Board Chairman is now located in the City Attorney's Office and assists in the handling of legal questions encountered by the Division. As a result of his experience with the Board, he is completely familiar with the operations of the Division and can competently handle its work as a part of his normal functions.

It is the conclusion of the Division of Housing Improvement that a Mediation Board can and should be a valuable asset to the rehabilitation program of most cities. The duration of such a Board will be dependent upon the size and nature of the program. In many cases, an attorney might handle the duties of the Board on a part time basis - again dependent upon the extent of the overall rehabilitation program.

A P P E N D I X - A

Form Letters Used by Division of Housing Improvement

C I T Y O F N E W O R L E A N S
DIVISION OF HOUSING IMPROVEMENT
Room 1 W06 City Hall-Civic Center
New Orleans, 12, La.

Shelton P. Hubbard,
Chief

Re: _____

This is to inform you that an inspection has been made of referenced dwelling and said inspection reveals that the dwelling does not meet minimum housing requirements as set forth in City Ordinance No. 18584 C. C. S., as amended in the respects as listed in attached specifications.

We would like to discuss these requirements with you and have arranged a conference for you at this office, on _____, at _____ O' clock. We want to help you in preparing to accomplish the necessary corrections.

If it should not be convenient for you to appear at this time will you kindly advise this office, so that other arrangements can be made.

It is the purpose of this office and of your city government to be of all possible assistance to property-owners in meeting the requirements of the Minimum Housing Standards Ordinance.

Yours very truly,

Shelton P. Hubbard, Chief.

H F - 1.

Area _____

CITY OF NEW ORLEANS
Division of Housing Improvement
Room 1W06 City Hall-Civic Center
New Orleans, 12, La.

Shelton P. Hubbard,
Chief

RE: _____

Thank you for calling at this office on _____, and discussing the conditions found upon inspection of the referenced property.

In accordance with the provisions of the Minimum Housing Ordinance, we are enclosing an itemized listing of those conditions which do not meet the requirements of the Ordinance. _____ has been established as the date on or before which the work necessary should be completed. Should unforeseen difficulties occur which interfere with completion of the work by that date, please communicate with this office.

Permits must be obtained for electrical and plumbing work. The licensed electrician or plumber you engage understands this procedure and he will obtain the necessary permit for you. Building permits are required for certain types of structural work. Before you begin any of the work to correct structural defects listed on the attachment, please consult this office for a determination as to whether or not a permit will be necessary.

It is the purpose of your city government and this division to cooperate with you in having the necessary work accomplished. Should you have need for further information or assistance, please communicate with this office.

Sincerely yours,

Shelton P. Hubbard, Chief

Area _____

H F -2

C I T Y O F N E W O R L E A N S

Division of Housing Improvement
Room 1W06 City Hall-Civic Center
New Orleans 12, La.

Shelton P. Hubbard
Chief

Re: _____

Dear

Subsequent to inspection of the referenced property this office forwarded to you on _____ a list of conditions which do not meet the requirements of the Minimum Housing Ordinance.

In our communication dated _____ it was requested that you call at this office on _____ to discuss the defects and to give us an opportunity to endeavor to assist you in satisfying requirements of the Ordinance.

According to our records there has been no response to our letter of _____. Please communicate with this office by not later than _____ in order that arrangements to discuss this matter may be made.

It is urged that you comply with this request as under the provisions of the Minimum Housing Ordinance this Division will otherwise be required to issue an order for correction of all defects on or before _____.

It is the purpose of your city government and of this office to be of all possible assistance to you in this matter.

Shelton P. Hubbard,
Chief

C I T Y O F N E W O R L E A N S
DIVISION OF HOUSING IMPROVEMENT
509 ST. CHARLES AVENUE
NEW ORLEANS, 12, LA.

RE _____

After investigation and notification this Division makes the following findings of facts:

The dwelling located at _____ does not meet the requirements of the Minimum Housing Ordinance for the reasons as stated in attached specifications.

In accordance with provisions of the Ordinance it is ordered that defects stated in the attached specifications be corrected on or before _____ or this Division will be required to institute legal action.

Permits must be obtained for electrical and plumbing work. The licensed electrician or plumber you engage understands this procedure and he will obtain the necessary permit for you. Building permits are required for certain types of structural work. Before you begin any of the work to correct structural defects listed on the attachment, please consult this office for a determination as to whether or not a permit will be necessary.

It is the purpose of your city government and this division to cooperate with you in having the necessary work accomplished. Should you have need for further information or assistance, please communicate with this office.

Sincerely yours, .

Shelton P. Hubbard,
Chief.

Area _____

H F- 2A

C I T Y O F N E W O R L E A N S

Division of Housing Improvement
Room 1W06 City Hall-Civic Center
New Orleans 12, La.

Shelton P. Hubbard
Chief

NOTICE OF EXTENSION

(Owner or Agent)

Re: Housing Notice on _____
(location)

issued _____
(date)

Your request for an extension of time to
comply has been received.

You are hereby notified that an extension
is granted to expire on _____. All
corrections ordered must be completed by this date.

Chief



CITY OF NEW ORLEANS

DIVISION OF HOUSING IMPROVEMENT

ROOM 1W06 CITY HALL-CIVIC CENTER
NEW ORLEANS 12, LA.

SHELTON P. HUBBARD,
CHIEF

**LEGAL ACTION WARNING
Final Notice**

In RE: Property Located at:

Dear

The records of this Division show violations of City Ordinance No. 18,584 C.C.S., as amended are not corrected in accordance with notice dated _____.

Legal action will be taken on or after _____ unless this office is assured of your immediate cooperation in complying with the notice.

For additional information telephone _____, Housing Enforcement Officer, EXpress 4311, Ext. 401 through 404, between 9:00 and 10:00 a.m.

Sincerely,

Shelton P. Hubbard, Chief

C I T Y O F N E W O R L E A N S
Division of Housing Improvement
Room 1W06 City Hall-Civic Center
New Orleans 12, La.

Shelton P. Hubbard
Chief

RE: _____

Dear

This is to inform you that inspection of referenced property reveals that all work requested by this Division as set forth in specifications and order dated _____ has been complied with.

Thank you very much for the cooperation you have shown in our program.

Yours very truly,

Shelton P. Hubbard,
Chief

C I T Y O F N E W O R L E A N S

Division of Housing Improvement
Room 1W06 City Hall-Civic Center
New Orleans 12, La.

Shelton P. Hubbard
Chief

Dear

After investigation and notification this Division makes the following findings of facts:

The dwelling located at _____ does not meet the requirements of the Minimum Housing Ordinance either because no effort has been made to correct defects stated in specifications, or because necessary corrections have not been completed.

For your information, Section 12 of the Minimum Housing Ordinance provides in part:

"That an owner who fails to repair, alter or improve a dwelling found to violate any of the minimum housing standards -----, shall be fined for each violation not less than \$10.00 nor more than \$50.00 or imprisoned not more than 30 days, or both, in the discretion of the court, and each day such violation exists shall constitute a separate offense".

It is urged that you avoid the necessity of further action by this Division to bring about compliance with requirements of the Minimum Housing Ordinance. In this connection please appear at this office or notify this Division, in writing, within ten (10) days of the date of this notification of your intentions regarding this matter. If satisfactory arrangements are not made by that time we shall be required to institute legal action.

Yours very truly,

Shelton P. Hubbard,
Chief

C I T Y O F N E W O R L E A N S
Division of Housing Improvement
Room 1W06 City Hall-Civic Center
New Orleans 12,La.

Shelton P. Hubbard
Chief

To: _____

Address: _____

WHEREAS, The Chief of the Division of Housing Rehabilitation and Slum Prevention, City of New Orleans, has found that dwelling Unit No. _____ contained in premises bearing Municipal No. _____ is in violation relative to overcrowded conditions, it is, therefore , necessary that same be corrected.

Now, THEREFORE, The Chief of the Division of Housing Improvement and Slum Prevention, City of New Orleans, acting under the authority conferred upon him by City Ordinance No. 18584 C.C.S., as amended, adopted August 10, 1953, hereby orders that the dwelling unit known as Municipal No. _____ be vacated on or before _____ in accordance with the provisions of Section 6, Item 7, City Ordinance No. 18584 C.C.S., as amended, adopted August 10, 1953, and the dwelling hereby ordered to be vacated shall not again be occupied until a written statement has been secured from the Chief of the Division of Housing Improvement and Slum Prevention showing that the dwelling has been made to comply with said Ordinance, and all other existing laws.

Shelton P. Hubbard, Chief

C I T Y O F N E W O R L E A N S

Division of Housing Improvement
Room 1W06 City Hall-Civic Center
New Orleans 12, La.

Shelton P. Hubbard
Chief

ORDER TO VACATE

To: _____

Address: _____

WHEREAS the Chief of the Division of Housing Rehabilitation and Slum Prevention, City of New Orleans has found that the dwelling and premises at Municipal No. _____ is unfit for human habitation and dangerous to life and health by reason of the want of repair, and/or of defects in the drainage, plumbing, lighting or construction of said dwelling and premises, and for other causes affecting public health, and the condition of the foresaid property as to require the premises to be vacated;

Now, THEREFORE, the Chief of the Division of Housing Improvement and Slum Prevention, City of New Orleans, acting under the authority conferred upon him by City Ordinance No. 18584 C.C.S., as amended, adopted August 10, 1953, hereby orders that the dwelling and premises known as Municipal Number _____ be vacated on or before _____ in accordance with the provisions of Section 3, City Ordinance No. 18584 C.C.S., as amended, adopted August 10, 1953, and the dwelling hereby ordered to be vacated shall not again be occupied until a written statement has been secured from the Chief of the Division of Housing Improvement showing that the dwelling has been made to comply with said ordinance and all other existing laws.

Shelton P. Hubbard
Chief

A P P E N D I X - B

Sample Letters and Reports of the Board Chairman

March 6, 1957

Joseph H. Hurndon
1026 Maritime Bldg.
EXpress 1414

Mr. Arthur Gatti
920 Frenchmen Street
New Orleans, Louisiana

RE: 1221 Spain Street

Dear Mr. Gatti:

As chairman of the Tenant-Owner-Contractor Mediation Board of the Division of Housing Improvement, it is my obligation to contact those persons owning property in rehabilitation areas who have not repaired their property in accordance with the request of that division.

The file covering the captioned property has been referred to me. An inspection of said property as of February 22, 1956, revealed that none of the defects as listed on the specifications made by the Division of Housing Improvement have been corrected.

Kindly contact me not later than one (1) week from the date of this letter to discuss the rehabilitation of your property.

Yours very truly,

Joseph H. Hurndon
Attorney, Chairman
Mediation Board

JHH; mrm

MEDIATION BOARD

December 15, 1955

Joseph H. Hurndon
1026 Maritime Building
TU. 8429 - RA. 0542 - RA. 4643

Mr. & Mrs. E. G. Route
320 N. Dorgenois Street
New Orleans, Louisiana

Dear Mr. & Mrs. Route: RE: 318-20 N. Dorgenois St.

I have contacted you on a number of occasions concerning the defective plumbing in the premises owned by you, 318-20 N. Dorgenois Street. I last talked with you on November 28, 1955, at which time I was told that you were in the process of obtaining bids to have the plumbing work done.

During the past two weeks, I have made several attempts to contact you by telephone without success. I am interested in determining whether or not you have begun the plumbing repairs.

I must hear from you within seven (7) days from the date of this letter or I shall assume that you have not undertaken the repairs and will refer your case back to the Division of Housing Improvement for them to take action against you in Municipal Court.

Yours very truly,

Joseph H. Hurndon
Attorney, Chairman
Mediation Board

JHH:mrn



CITY OF NEW ORLEANS
DIVISION OF HOUSING IMPROVEMENT
AND
SLUM PREVENTION
509 ST. CHARLES AVENUE
NEW ORLEANS 12, LA.

TELEPHONE:
MAGNOLIA 6331

CLIFFORD F. FAVROT,
GENERAL CHAIRMAN
CITIZENS' ADVISORY
COMMITTEE

DELESSEPS S. MORRISON,
MAYOR
SHELTON P. HUBBARD,
CHIEF

Dear Contractor:

This is to announce a new, expanded service of the City Housing Improvement and Slum Prevention program. A special Board has been established for the purpose of accelerating the program through the mediation of disputes and misunderstandings between property owners and contractors.

This letter is also my way of introducing myself to you as chairman of the Mediation Board. You probably will be interested to learn that through this Board you can now receive, free of charge, legal assistance short of court action in all matters involving repair work which your firm may be doing in officially designated rehabilitation areas. It is a well established fact that the ever-increasing number of property owners who are being called upon to make home repairs are finding it difficult to secure competent assistance from contractors.

I have obtained from the Division of Housing Improvement and Slum Prevention a list of persons and firms who have signed the "Fair Practices Code" for builders interested in doing repair work in the New Orleans Rehabilitation Program and I note that your name appears thereon. I feel that this list will be of invaluable assistance to me in expediting work in rehabilitation areas, and I am revising same. If you are interested in having your name retained on said list, kindly sign the enclosed card and return same to me by return mail.

I would like to impress upon you that the rehabilitation program in the City of New Orleans is progressing rapidly. Additional areas will be opened in the near future and there will be a great need for reputable contractors to do the work in these areas.

Yours very truly,

Joseph H. Hurndon,
Attorney, Chairman,
Mediation Board.

JHH:mrn
Enc.

March 15, 1956

Joseph H. Hurndon
1026 Maritime Bldg.
EXpress 1414

Mr. Oscar Sanders
1341 Andry Street
New Orleans, La.

Dear Mr. Sanders:

This is to advise that your presence is expected at a meeting of the Tenant-Owner-Contractor Mediation Board of the Division of Housing Improvement to be held at 509 St. Charles Avenue on Wednesday, March 21, at 3 P.M.

The problems arising out of the rehabilitation of the premises, 2541-43 Valence St., will be taken up at this meeting.

Will you kindly present yourself at the hearing. Please bring with you a copy of the contract covering work to be done on the premises. You may be accompanied at this hearing by a representative, if you so desire; however, we do not feel that this is necessary.

Yours very truly,

Joseph H. Hurndon
Attorney, Chairman
Mediation Board

Col. Hubbard

January 12, 1956

Joe Hurndon

I recommend abatement of the following properties:

2028-30 Iberville Street - Salvador Dema, Owner,
This recommendation is based on inspection of 12-29-55 which reveals that all of the defects listed on sheet of specifications have been complied with, with the exception of repair of part of a sill. This defect seems to be minor and should not withhold abatement of the file.

1916 Bienville Avenue - Thomas F. Bechtel, Owner,
This recommendation is based on inspection as of 1-3-56 which indicates that the only remaining defect is a partially decayed post on rear upper porch. This defect does not show on original specifications and owner has agreed to repair same within the next few days.

1927-29-31 Conti St. - Property was formerly owned by William Coleman. It was later acquired by Attorneys Casey, Babin & Casey who have informed me that all the repairs have been accomplished with the exception of the repair of rear fence and paving of rear yard. It is their plan to rebuild said fence within the next week. With regard to the paving of rear yard, yard is well drained and up to grade. I do not feel that we can force compliance with this requirement.

I am referring back to you the following two files for the reasons stated.

318-20 N. Dorgenois Street - Mr. and Mrs. E. G. Route.
This property has been rehabilitated with the exception of some very serious plumbing defects. I have made every effort to obtain cooperation from the owners of this property to remedy these defects. I have made telephone calls almost daily, have corresponded with the owner, and finally have had a special inspection made by a plumbing

Col. Hubbard

January 12, 1956

inspector to see if we could eliminate some of the plumbing defects. None of my actions have been able to bring about our desired result. I feel that I can accomplish nothing with this property.

2641-43 Conti St. - Wiley T. Normand, Owner.
Have contacted Mr. Normand by telephone on several occasions. The defects remaining are minor; however, Mr. Normand refuses to cooperate in any manner contending that he has been advised by certain people within the department that his property has met all of our specifications. I refer this file back to you for action by your department.

Joseph H. Hurndon

JHH: mrm

DEPARTMENT OF HOUSING IMPROVEMENT AND SLUM PREVENTION
HOUSING INSPECTION RECORD

ENFORCEMENT AREA

SURVEY

C. T.

C. T. BLOCK

LOCATION

B. F.

NUMBER OF STORIES

1 2 3 4 5

A SD D

OWNER INFORMATION: INSPECTION

VERIFIED OWNER

ADDRESS

PROPERTY

LOCATION

INFORMATION

ASSESSMENT DIST:

BLOCK

LOT

IMP.

ASSESSMENT: LAND

OWNER:

DATE:

NO. FAMILIES:

ZONED:

ZONING VIOLATION:

YES

LIST ALL DWELLING UNITS AND COMMERCIAL UNITS	INFORMATION							OCCUPANCY				FACILITIES						TENANT VIOLATIONS					F H A PROJECT		
	D. C. LOCATION	RACE	WEEKLY RENT	FURNISHED	TENURE	WEEKLY INCOME	PUBLIC ASSIST.	NUMBER OF ROOMS	NUMBER OF PERSONS	ALLOWABLE	LODGERS	KITCHEN WATER SUPPLY	COOKING FACILITIES	BATH	BASIN	TOILET	HOT WATER	HEAT	TRASH	NO APPROVED GARBAGE CAN	VERMIN	OTHER NUISANCE	NOTICE GIVEN	LIVED IN	APPL. FILED
1																									
2																									
3																									
4																									
5																									
6																									
7																									
8																									
9																									
10																									

OFF SITE CONDITIONS:

STREET:

COMPOSITION:

☐ SURFACED C. TOC.

☐ 18 FT. STRIP

☐ UNIMPROVED

SIDEWALK:

CONDITION:

EGRESS: ADEQUATE

INADEQUATE

(REMARKS)

☐ SANITARY SEWER AVAILABLE

☐ STORM SEWER AVAILABLE

RECOMMENDATIONS:

1. ☐ HOUSING NOTICE

2. ☐

DAYS

A P P E N D I X - C

Examples of Typical Hardship Cases

HARDSHIP CASES

4907-09 Willow Street --- This property is owned by Mrs. Rosalie Astor a middle aged widow whose only source of income is \$180.00 per month, the rental derived from this property. Of this \$180.00 monthly income \$84.00 must be paid on a mortgage of approximately \$6800.00 which encumbers the property, leaving her approximately \$96.00 for food, clothing and other living expenses. Estimates to do repair work as required in list of specifications are in excess of \$1,000.00. Because of the existing mortgage on the property, the cost of the necessary repairs and the comparatively small income of the owner, Mrs. Astor, the obtaining of necessary financing to accomplish the rehabilitation of this property seems out of reach.

2424 Iberville Street --- This property is owned by Mrs. Albert A. Wicker --- A review of the information contained in this file reveals that the owner is a negro widow approximately 80 years of age who lives in the subject property which is a single family unit. No income is derived from the property. Owner is in very bad health and derives her only income from Welfare Department in the form of Old Age Pension. Owner has no decendents or close relatives capable of assisting her with the financing of this property. The property at present is unencumbered, but because of age, physical condition

and income of the owner present day financing standards make it virtually impossible to obtain financing for the rehabilitation of this property.

2032-34 Conti Street --- This property is owned by Mrs. Virgie M. Prince. A review of the file covering this property reveals the following conditions as of October, 1954. Owner is employed at a salary of \$18.00 per week. Her only other income is \$43.00 per month which is derived from rent received from tenants occupying half of subject property. The property is mortgaged in excess of \$4,000.00 and owner has difficulty making present monthly payments on note (\$52.97). Estimates for repairs in accordance with specifications of Division of Housing Improvement run approximately \$3,600.00. The property was purchased in 1949 for the sum of \$5,000.00 and it is very improbable that value has increased since that time. Daughter of owner resides with owner and has income of \$23.00 per week from salary, but must support self, small child and an older daughter and is unable to assist her mother. Problems here indicate financing of repairs virtually impossible.

A P P E N D I X - D

Text of Fair Practices Code



CITY OF NEW ORLEANS
DIVISION OF HOUSING IMPROVEMENT
Room 1W06 City Hall-Civic Center
New Orleans 12, La.

October 11, 1956

SHELTON P. HUBBARD,
CHIEF

Subject: Fair Practices Code for
Builders

1. In rehabilitation areas, as specified by the Division of Housing Improvement and Slum Prevention, it is required that all of the work on the Division's list of requirements sent to the owner of each property must be contracted for, and done, first before any other work shall be contracted for, or done.

2. Any firm or individual who contracts to do all or part of the repairs, alterations or additions required by this Division, will satisfactorily perform all of the work and shall use materials which are of sufficient quality and quantity to produce a workmanlike job on that portion of the work he has contracted for.

3. All such contracts with property owners shall be in writing, as well as all alterations to such contracts. These contracts shall specifically set forth all of the work that is to be done, and shall be signed by both the owner or his agent and the contractor or his agent. A completion date shall be specified in this contract, and a stipulation shall be made as to which party will furnish the necessary materials.

4. In no case shall a contractor solicit partial payments in excess of the amount in labor and materials already installed in the job. In the case of an FHA financed contract, he shall not solicit the signing of a completion certificate before the work is actually completed. The contract shall include the total price, as well as any interest or carrying charges.

5. That no contractor will agree to do work which he is unable to do, or have done.

6. All contractors shall agree, further, to include the removal and disposal of all builders' waste from the premises and area of each job.

7. It is desirable that all contractors carry workmen's compensation and public liability insurance.

8. It shall be agreed that the names of contractors or firms who accept the terms of this Code will be listed with the Department, and that this list will be maintained for the use of property owners in rehabilitation areas. The name of any firm or individual who fails, in the judgment of the Department, to comply with this Code, shall be dropped from the list.

I, _____, representing _____
(Please sign name)

_____, on _____, do hereby agree to the
(firm name) (date)
above conditions. Type of work contracted _____.

Address _____ Phone Number _____



CLIFFORD F. FAVROT,
GENERAL CHAIRMAN
CITIZENS' ADVISORY
COMMITTEE

CITY OF NEW ORLEANS
DIVISION OF HOUSING IMPROVEMENT
AND
SLUM PREVENTION
509 ST. CHARLES AVENUE
NEW ORLEANS 12, LA.

TELEPHONE:
MAGNOLIA 6331

DELESSEPS S. MORRISON,
MAYOR
SHELTON P. HUBBARD,
CHIEF

Dear Contractor:

This is to announce a new, expanded service of the City Housing Improvement and Slum Prevention program. A special Board has been established for the purpose of accelerating the program through the mediation of disputes and misunderstandings between property owners and contractors.

This letter is also my way of introducing myself to you as chairman of the Mediation Board. You probably will be interested to learn that through this Board you can now receive, free of charge, legal assistance short of court action in all matters involving repair work which your firm may be doing in officially designated rehabilitation areas. It is a well established fact that the ever-increasing number of property owners who are being called upon to make home repairs are finding it difficult to secure competent assistance from contractors.

I have obtained from the Division of Housing Improvement and Slum Prevention a list of persons and firms who have signed the "Fair Practices Code" for builders interested in doing repair work in the New Orleans Rehabilitation Program and I note that your name appears thereon. I feel that this list will be of invaluable assistance to me in expediting work in rehabilitation areas, and I am revising same. If you are interested in having your name retained on said list, kindly sign the enclosed card and return same to me by return mail.

I would like to impress upon you that the rehabilitation program in the City of New Orleans is progressing rapidly. Additional areas will be opened in the near future and there will be a great need for reputable contractors to do the work in these areas.

Yours very truly,

Joseph H. Hurndon,
Attorney, Chairman,
Mediation Board.

JHH:mrn
Enc.

PRESS RELEASE

A new listing of contractors, maintained for the use of property owners in the city's rehabilitation areas, is now available, announced Col. Shelton P. Hubbard, Chief, Division of Housing Improvement.

"Too many times", remarked Col. Hubbard, "we have received complaints from property owners about work that was not properly done. We have found that many of the contractors are not on our approved list and that they misrepresent themselves when bidding for the job". Contractors listed with the Housing Division sign a Fair Practices Code in which they pledge to give the owner in writing, a full account of all work to be contracted for and will satisfactorily perform the work and shall use materials which are of sufficient quality to produce a workmanlike job. The contractor also agrees that he will not contract for any job that he is not able to do. The contractors are then checked with the Better Business Bureau and when approved, are put on the list.

When consulting the list, Col. Hubbard suggests that property owners should get competitive bids from at least three firms.