

## **DAMAGE CLAIM POLICY**

A claim for tenant damages is a reimbursement to a property owner for a former tenant's damages caused by the negligence or abuse.

### **ELIGIBILITY REQUIREMENTS**

- A. The owner is eligible to submit a claim for unit damages if:  
The former tenant was receiving rental assistance at move-out; or if the rental assistance had been terminated prior to move-out.
- B. Other requirements for tenant damage claim:
1. The owner/agent collected the appropriate security deposit from the tenant. If the owner/agent did not collect the appropriate security deposit from the tenant, the claim will be reduced by the amount of the security deposit the owner should have collected from the tenant.
  2. State and local law must permit such amounts to be deducted from the tenant's s security deposit. Not allowable "other charges" due under the lease include:
    - (1) Any charges for damages during tenancy that the tenant was previously billed for and that were still unpaid at move-out.
    - (2) Legal fees.
    - (3) Collection agency fees.
    - (4) Unpaid utility bills left by the tenant.
    - (5) Cost of photographing unit to prove tenant damage.
  3. Landlord/owner has attended the mandatory owner workshop
  4. Landlord/owner must have documented regular (not less than annually) landlord inspection of the property and noted concerns for which the tenant must have been noted
  5. Damage claims are limited to \$2,500
- C. Other requirements for tenant damages:
1. By signing the damage claim form the owner/agent certifies they have determined the damage claim was due to the tenant's negligence or abuse. Only extraordinary

repairs and/or replacements should be claimed.

Normal costs of turning over an apartment after a tenant vacates may not be included on a claim to HUD for tenant damages. The costs an owner incurs for the basic cleaning and repairing of such items necessary to make a unit ready for occupancy by the next tenant are part of the costs of doing business. The following is a list of items typically attributable to routine use or “normal wear and tear”.

### **Normal Wear and Tear**

- Fading, peeling, or cracked paint
- Slightly torn or faded wallpaper
- Small chips in plaster
- Nail holes, pin holes, or cracks in wall
- Door sticking from humidity
- Cracked windowpane from faulty foundation or building settling
- Floors needing coat of varnish
- Carpet faded or worn thin from walking
- Loose grouting and bathroom tiles
- Worn or scratched enamel in old bathtubs, sinks, or toilets
- Rusty shower rod
- Partially clogged sinks caused by aging pipes
- Dirty or faded lamp or window shades

### **Tenant Damage**

Tenant damages usually require more extensive repair, and at greater cost than “normal wear and tear” and are often the result of a tenant’s abuse or negligence that is above and beyond normal wear and tear.

- Gaping holes in walls or plaster
- Drawings, crayon markings, or wallpaper that owner did not approve
- Seriously damaged or ruined wallpaper
- Chipped or gouged wood floors
- Doors ripped off hinges
- Broken windows
- Missing fixtures
- Holes in ceiling from removed fixtures
- Holes, stains, or burns in carpet
- Missing or cracked bathroom tiles
- Chipped and broken enamel in bathtubs and sinks
- Clogged or damaged toilet from improper use
- Missing or bent shower rods
- Torn, stained, or missing lamp and window shades

## LIFE EXPECTANCY CHART

Many major items have a predictable life span. A list of items and their life expectancy are listed below:

Hot Water Heaters	10 years	All units
Plush Carpeting	5 years	Family
	7 years	Elderly
Air Conditioning Units	10 years	All units
Ranges	20 years	All units
Refrigerators	10 years	All units
Interior Painting - Enamel	5 years	Family
	7 years	Elderly
Interior Painting – Flat	3 years	Family
	5 years	Elderly
Tiles/Linoleum	5 years	Family
	7 years	Elderly
Window shades, screens, blinds	3 years	Family, Elderly

\* If these items were in good condition at the time of move in, and it can be shown that damage, above the normal wear and tear has been sustained, then a damage claim can be submitted.

- a. An owner/agent should be encouraged to apply for insurance reimbursement prior to submitting a claim. However, it is important to note, if an owner receives special claims reimbursement for damage covered by the owner's insurance after THA has already paid, the owner is required to repay THA.
- b. Any damages, other than those billed during tenancy, found and billed at move-out are claimed as damages on the claim form.
- c. Failure to provide the tenant with an itemized listing of damages will result in the denial of the claim.

## **OWNER/AGENT CLAIM SUBMISSION REQUIREMENTS**

The owner/agent must submit the following:

- A. Signed claim forms
- B. Supporting documentation for damages:
  - 1. Evidence that the owner/agent took all reasonable steps to collect the debt
  - 2. The owner/agent must certify the submitted claim is not the result of normal wear and tear or routine maintenance.
  - 3. Copies of the move-in and move-out inspection reports.
  - 4. A copy of the security deposit disposition notice provided to the tenant which indicates the move-out date, amount of security deposit collected, amount of security deposit returned, and any charges withheld from the security deposit.
  - 5. A repair cost breakdown that must include at least one of the following:
    - (1) Invoices
    - (2) Receipts
    - (3) Owner/agent certification

## **DAMAGE CLAIM TIMELINES**

- A. Submission deadline:

The claim form must be received within 60 calendar days from the date the vacated unit is available for occupancy.
- B. Review and approval of the damage claim may take up to 60 days upon submission.



**Damage Claim Form**

Name of Family:
Address:
Tenant Vacancy Date:

Please include an itemized list of damages and cost of repair, court documents, pictures of damages, and any notices to tenant.

- 1. What was the amount of security deposit collected? \$ \_\_\_\_\_  
If you did not collect a security deposit, you cannot file a claim for damages.
  
- 2. Enter the money you collected for damages other than from security deposit \$ \_\_\_\_\_
  
- 3. Enter the monthly contract rent at the time of move-out \$ \_\_\_\_\_
  
- 4. What is the itemized repair cost of damages? \$ \_\_\_\_\_
  
- 5. When was a file for damages at the court entered? \_\_\_\_\_

By signing the damage claim form the owner/agent certifies and has determined the damage claim was due to the tenant's negligence or abuse. Only extraordinary repairs and/or replacements should be claimed.

Owner/Property Manager (Print Name) \_\_\_\_\_

Owner/Property Manager (Signature) \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_