

HOUSING AUTHORITY OF THE COUNTY OF KERN

SECTION 8 DEPARTMENT

231 Colin B. Kelly Drive
Bakersfield CA 93308-4799
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I N S T R U C T I O N S

Filing a Claim for Damages, Delinquent Rent, and Vacancy Loss

TIME LIMIT: The request for a Move-Out Inspection must be made not later than forty-eight (48) hours after the tenant has vacated the unit.

Claims must be filed with the Housing Authority of the County of Kern (HACK) within thirty (30) days of the date the unit is inspected. No exceptions!!!

A Damage Claim can not be filed for any Section 8 HAP Contract that began on October 1, 1995 or after.

Completion of forms: After the repairs are completed, the Owner/Agent must complete the portion of the Move-Out Inspection Checklist between the two double lines. For each item claimed for reimbursement, show the number of hours, labor costs, cost of materials used and the total cost for each item you are claiming for reimbursement.

Submitting Claim Forms: An owner *may* make an appointment with the Section 8 Caseworker. This will insure that adequate time is available to review the forms and check that all supporting documentation is included.

All claims must be accompanied by evidence that the Owner/Agent billed the tenant for the amount owing and was unable to collect.

Claims for Delinquent Rent: A claim may be made to recover the amount of unpaid rent applicable to any period from the beginning of the contract to the date vacated provided the Owner/Agent has given the tenant a pay or quit notice by the sixth day of the month in which the rent is delinquent. A copy of the "Pay or Quit Notice" must be given to HACK. Legal action must be taken if the tenant does not pay and does not move. On the Claim Form, you must show the total amount of unpaid rent and the period to which it is applicable, e.g., 45 days; April 1, 1992 to May 15, 1992.

Claims for Damages: A claim may be made to recover tenant caused damages. Repairs which are ordinary or "normal wear and tear" can not be submitted for reimbursement. Items being claimed **MUST BE DETAILED ON THE MOVE-OUT INSPECTION CHECKLIST**. RECEIPTS MUST BE ATTACHED as documentation for out-of-pocket costs for materials. We can not accept schedules, ledgers, etc. in lieu of the Move-Out Checklist. In general, the following guidelines will govern what can be allowed on a Claim for Damages:

PAINTING will be prorated on a three (3) years expected life basis, e.g., If a unit needing paint was last painted two years ago (prior to Tenant Move-Out), one third (1/3) of the cost to re-paint the unit will be allowed.

CARPETS/WINDOW COVERINGS will be prorated on a five (5) years expected life basis. A claim for cleaning can not be included unless carpet/window coverings were cleaned prior to the tenant's Move-In date and there is evidence of tenant damage or abuse. Cleaning Claims must be supported by receipts.

If OWNER LABOR is to be charged, it will be computed at \$15.00 per hour. For CONTRACT LABOR paid, HACK will review the number of hours and amount of the hourly charge for each task to determine reasonableness.

Items to be charged must have resulted from tenant abuse or neglect. All items must have been verified by a HACK Inspector in order to be included in a claim.

VACANCY LOSS: A claim may be made for vacancy loss if applicable:

- > the Claim is made under the provisions of a Certificate Program Contract;
- > tenant failure to submit proper notice to vacate; or
- > damages requiring extraordinary time to repair.

From the date vacated to the end of the month; the owner is allowed to retain the Housing Assistance Payment for that month (provided the unit remains vacant until the end of the month). Should the unit continue to be vacant; a Claim may be made for eighty percent (80%) of the Contract Rent through the end of the next month or until the unit is re-rented...whichever is sooner. In general, in order to be eligible for vacancy loss payments, the Owner/Agent must:

- > Immediately notify HACK of the vacancy.
- > Take all feasible actions to re-rent the unit.
- > Undertake needed repairs in a timely manner so as not to delay the availability of the unit for re-rental.

LANDLORD CLAIM FOR VACANCY LOSS

I. GENERAL INFORMATION

1. Unit Owned By: _____

2. Address: _____

(Street Name and Street Number)

(City)

(State)

(ZIP Code)

3. Telephone Number: (_____) _____

4. Name of Tenant: _____

Address of Unit: _____

(Street Name & Street Number)

(Apt #)

(City)

(State)

(ZIP Code)

5. HAP Contract Number: _____

II. DETERMINATION OF VACANCY DAYS LOST:

6. Was notice received from Tenant? _____ YES _____ NO
If YES, what date was notice received? _____

7. Was your Tenant evicted? _____ YES _____ NO

8. Date Tenant actually vacated unit: _____
If more than 7 days, please state reason(s): _____

9. Date unit was re-rented: _____

10. Amount of last rent received from Tenant: \$ _____

11. Period for which rent was applicable: FROM _____ TO _____

12. Amount retained from Tenant's deposit applicable to vacancy loss:

\$ _____

13. Was the vacancy listed with the Housing Authority for referrals?
_____ YES _____ NO If YES, on what date: _____

14. Was the vacancy advertised? _____ YES _____ NO
If YES, on what date: _____

WARNING: Section 1001 of Title 18 of the United States code makes it a criminal offense to make a willfully false statement or misrepresentation to any Department of Agency of the United States as to any matter within its jurisdiction.

III. CERTIFICATION:

I hereby certify that the foregoing information is true and correct to the best of my knowledge and belief. I understand that the Housing Authority, using the above information, will compute the amount due me, if any, under the current regulations relating to the Section 8 Program. I also understand that the Housing Authority may apply amount due under this claim towards amounts previously paid which have been determined to be over payments. I am aware that inquiries may be made to verify facts and statements herein.

