

CHATTANOOGA HOUSING AUTHORITY

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Public Comment Period June 24, 2022 – July 23, 2022

The Chattanooga Housing Authority is accepting public comments on the following proposed amendments to the Housing Choice Voucher Administrative Plan. Written comments should be submitted by close of business on July 23, 2022 at ed@chahousing.org or mailed to Attn: CHA Public Comments, Chattanooga Housing Authority, 801 North Holtzclaw Avenue, Chattanooga, TN 37404.

Section XX111 (III) MONETARY CLAIMS FOR DAMAGES & UNPAID RENT/UTILITIES

The CHA proposes to change to the following language for this Section:

I. Introduction

Although the Chattanooga Housing Authority (CHA) does not reimburse owners for damage to a unit caused by a participant, the CHA has an interest in ensuring that participants in the Housing Choice Voucher Program (HCVP) address lease violations, including damage to a unit beyond reasonable wear and tear and unpaid rent/utility amounts. The CHA will use its authority to revoke a participant's voucher if documented lease violations are not addressed by a participant.

II. Security Deposit

The Owner must first apply the participant's security deposit to the total cost of damages.

III. Damages, unpaid rent and/or utilities owed after Application of the Security Deposit

For damages after application of the security deposit, the owner must:

Complete the CHA's attached Damage Claim Form and provide receipts and/or repair quotes documenting all claims for financial relief to the CHA within 60 calendar days of the participant's move-out date. The CHA will not process or assist with collection by leveraging the voucher assistance for any claims submitted after 60 calendar days from the participant move-out date. The Damage Claim Form and/or supporting documentation may be emailed to tcarpenter@chahousing.org, mailed to the attention of Tammie Carpenter, and/or hand-delivered in an envelope marked to the attention of Tammie Carpenter.

Supporting documentation includes the detailed quote for specific repairs and/or actual bills for materials and labor and a copy of the canceled checks or other receipts documenting payment. Any invoices from an individual providing the labor must include his/her name, address, phone number and e-mail address. The owner may not bill himself/herself for labor since that is not considered by

the CHA to be an “actual cost.” However, the actual cost of the owner’s employees’ labor, such as the resident manager, to make repairs may be included. Reasonableness of costs will be based on practices consistent with industry standard. Claims for normal wear and tear, previously existing conditions, routine turn-over preparation, and cyclical interior painting will not be considered. The CHA will follow HUD standards in its evaluation of claims, but the burden of proof rests with the owner. (See additional damage documents on our website).

For unpaid rent and/or utilities, the tenant ledger and any utility bills paid by the owner will be sufficient.

In lieu of all of the required documents listed above, a court ordered judgment for damages can also be accepted as proof.

Upon receipt of the required documentation or court ordered judgment, the CHA will send a termination notice to the participant requiring one of the following:

- Documentation of participant’s payment in full of the amount reflected in the court ordered judgment (if applicable) or damage documentation, signed by both the participant and the owner;
- Copy of a repayment agreement signed by both the participant and owner; or

If an agreement cannot be reached on the amount of the damage claim, the CHA reserves the right to require a court ordered judgment before proposing to terminate a participant’s rental assistance.

This is being changed from a requirement of a court ordered judgment for damage claims that exceed \$1,000.