



# CHATTANOOGA HOUSING AUTHORITY

## Housing Choice Voucher Program

801 N Holtzclaw Avenue, Chattanooga, TN 37404

TEL: (423) 752-4893 FAX: (423) 752-4833

[tcarpenter@chahousing.org](mailto:tcarpenter@chahousing.org)

[www.chahousing.org](http://www.chahousing.org)

### **MONETARY CLAIMS FOR DAMAGES & UNPAID RENT/UTILITIES**

#### **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 repeated lease violations, including damage to a unit beyond reasonable wear and tear and unpaid rent/utility amounts. The CHA may use its authority to revoke a participant's voucher or place a hold on pending transfer requests if documented lease violations are not addressed by a participant pursuant to the terms of this section.

#### **Owner Process for Initiating a Damage or Unpaid Rent Claim**

**All claims must be submitted by Owner to CHA within sixty (60) calendar days of participant's move out.** All claims must be delivered either by hand delivery, mail, fax or, email to the attention of Tammie Carpenter, 801 N. Holtzclaw Avenue, Chattanooga, TN 37204, fax 423-752-4833, [tcarpenter@chahousing.org](mailto:tcarpenter@chahousing.org)

**For damage claims Owner must submit:** A completed CHA Damage Claim Form attaching (1) photographic or other evidence of the damage claimed; (2) reference to specific lease provisions giving rise to Owner's claim; (3) other supporting documentation of owner's claim (4) proof that the participant's security deposit has been applied to the total cost of damages claimed; (5) court judgment if any.

**Supporting documentation includes the 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.

**For unpaid rent, late charges, utilities, or other fees owing, Owner must submit:** (1) A ledger or other itemized list showing the amounts owing including the nature of the debt (rent, late charge, etc.); (2) Reference to the specific lease provision giving rise to Owner's claim; (3) documents of any attempts to collect amounts from the participant by landlord; (4) proof that the participant's security deposit has been applied to the total cost of sums claimed; (5) court judgment if any.

#### **CHA Process Upon Receipt of a Damage or Unpaid Rent Claim**

**Upon receipt of the Owner's claim, CHA will review the claim in a timely manner.** The CHA will follow HUD standards in its evaluation of claims. The burden of proof rests with the Owner. (See additional damage documents on the CHA website). CHA may request further information or documentation from the Owner after the initial submission. Failure to provide adequate documentation may result in the Owner claim not being considered.

**If the CHA rejects the Owner's claim, it will inform the Owner.** Owner will have fourteen (14) days to request a reconsideration. CHA will only reconsider a claim where the Owner presents additional information or documentation that had not been submitted prior to the initial decision to reject the claim.

**If the CHA accepts the Owner's Claim, it will inform the participant of any decision by CHA to terminate, hold, or otherwise affect tenant's participation on the program.** The notice to the participant shall include the nature of the claim, the action needed to resolve the claim if the participant agrees with the claim by Owner, and a notice of a right to request an informal hearing regarding the Owner's claim and CHA's action if the participant disagrees with either. The notice sent to the participant will include instructions of how and when to file a request for an informal appeal hearing and participant's rights related to the hearing.

An informal appeal request must be received by CHA within fourteen (14) days the date of the notice to participant.

**Acceptance of a claim by CHA does not constitute a commitment or agreement by CHA to pay any such claim to Owner.** CHA's only actions upon acceptance of a claim may be to terminate participation, hold any relocation, or otherwise condition continued participation in the program upon tenant's remedying of the serious lease violation(s) implicated by Owner's claim as listed below.

## Resolution of Owner Claims

**If the Owner and participant agree to the Owner's claim and have agreed to a resolution,** CHA will accept the agreement as a resolution of any serious lease violation so long as the participant is in compliance with the agreement. Failure of the participant to comply with the agreement may result in CHA terminating participant from the program or refusing or delaying any transfer request.

**If Owner submits a claim supported by a final court judgment not subject to appeal,** CHA will accept the judgment as conclusive proof of a serious lease violation and of any damages awarded, subject only to evidence of satisfaction of the judgment. Participant's continued participation in the program or transfer will be contingent upon CHA receipt one of the following:

- Documentation of participant's payment in full of the amount reflected in the court ordered judgment, signed by both the participant and the owner;
- Copy of a repayment agreement signed by both the participant and owner; or
- Copy of court order for repayment through the court or a satisfaction of judgment.

**If Owner submits a claim without a final court judgment,** Owner must include documentation referenced in Section II, above. If, after review, CHA determines a serious lease violation occurred, CHA will provide notice to the participant. If the participant requests an informal hearing, CHA will notify both participant and Owner of the hearing date and will make a final decision after a hearing. Failure to appear and present evidence at any appeal hearing may result in an adverse outcome for either Owner or participant. In the event of a failure to request an informal appeal or an adverse outcome for participant of any informal appeal, participant's continued participation in the program or transfer will be contingent upon CHA receipt one of the following:

- Documentation of participant's payment in full of the amount reflected in the court ordered judgment, signed by both the participant and the owner;
- Copy of a repayment agreement signed by both the participant and owner; or
- Copy of court order for repayment through the court or a satisfaction of judgment.

**Participant eviction through a writ of possession (i.e. the sheriff sets out the participant from the property), will result in an automatic termination of participant from the program regardless of any payment, repayment agreement or repayment order.** The participant vacating the property without execution of a writ of possession will not result in automatic termination from the program and the resolution will be one of those listed above.



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### DAMAGE CLAIM FORM

Date \_\_\_\_\_

Owner Name \_\_\_\_\_

Property Management Company/Representative \_\_\_\_\_

Tenant/Participant Name \_\_\_\_\_

Address of Property \_\_\_\_\_

Security Deposit held by owner \$ \_\_\_\_\_

List separately each item and/or provide supporting required documentation:

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TOTAL DAMAGE CLAIM LESS SECURITY DEPOSIT HELD: \$ \_\_\_\_\_

I certify that the information provided is true and accurate:

Signature \_\_\_\_\_ Date \_\_\_\_\_

CHA Representative \_\_\_\_\_ Date Received \_\_\_\_\_