

**Norwalk Housing Authority
Section 8 Housing Choice Voucher Program
Damage Mitigation Fund Guidelines**

Norwalk rental property owners are eligible for reimbursement of up to \$2,000.00 for unpaid unit damages, rent, and related court costs in excess of the tenant's security deposit for Section 8 tenancies.

In order to be eligible:

- The property owner must have collected a minimum security deposit equivalent to one month's rent;
- The amount of security deposit collected must be clearly indicated on the Lease;
- The Housing Authority must conduct a move-out inspection immediately after the Section 8 tenant vacated and before the owner begins repairs;
- Owner must demonstrate that a good faith effort has been made to collect charges from the tenant and provide proof of actions taken;
- A Damage Reimbursement Claim form must be received by the Housing Authority with receipts and proof of collection attempts within 30 days of the Housing Authority's move-out inspection; and
- The move-out must have occurred on or after July 1, 2018.

The owner must be present during the move-out inspection and only damages claimed by the owner are reimbursable.

All claims for damages must be supported by the actual bills for materials and labor and a copy of the canceled checks or other receipts documenting payment. Invoices from individuals providing the labor must include their name, address, phone number and e-mail address. The owner may not bill for his/her own labor. However, the actual cost of the owner's employees' labor, such as the resident manager, to make repairs may be included. The Housing Authority may inspect the unit to verify that repairs were made.

The Housing Authority may require verification of purchase date, quality, and price of replaced items, in order to calculate depreciation. Reasonableness of costs will be based on industry standards as determined by the Housing Authority. Claims for normal wear and tear, previously existing conditions, routine turn-over preparation, and cyclical interior painting will not be paid. Claims for unpaid utility bills cannot be approved as part of a damage claim.

Move-Out Inspections

To ensure valid claim processing, the Housing Authority will conduct a thorough move-out inspection, note conditions, take pictures, and send a report of all items to both the owner and the tenant. The owner will be notified of the date and the time of the move-out inspection. If the owner is not present, the move-out inspection will not be conducted.

Move-out inspections are performed after the tenant has vacated the unit. These inspections are performed by the Housing Specialists to assess the condition of the unit, not to evaluate HQS.

The Owner must notify the Housing Authority of the move-out and request an inspection within 5 calendar days of learning of the move-out, or contract termination, whichever is first, in order to submit a claim.

If the contract was terminated due to owner breach, or the owner was in violation of the contract at the time that it was terminated, there will be no entitlement to claims and therefore no inspection.

Processing Claims

Any amount owed by the tenant to the owner for unpaid rent and legal fees will be deducted from the security deposit that is specified in the Lease or subsequent addendum to the Lease before the cost of damages are deducted. If the security deposit is insufficient to cover these costs, the Housing Authority will pay for qualified costs beyond the security deposit but not to exceed \$2,000. This represents the maximum amount that the Housing Authority will pay under any circumstance.

Example 1: The owner submits a damage claim for \$4,000 and the lease indicates that the owner collected a \$1000 security deposit leaving \$3,000 in unpaid damage costs. The Housing Authority would reimburse the owner \$2,000 in unpaid costs.

Example 2: The owner submits a damage claim for \$3,000 and the lease indicates that the owner collected a \$2,500 security deposit leaving \$500 in unpaid damage costs. The Housing Authority would reimburse the owner the remaining \$500 in unpaid costs.

Example 3: The owner submits a damage claim for \$2,500 and the lease indicates that the owner collected a \$3,000 security deposit. The Housing Authority would not reimburse the owner as the security deposit collected exceeds the cost of damages.

The Housing Authority will require proof that the owner has complied with State and local laws applicable to security deposits before making payment on any claims.

The damage claim form and receipts must be fully complete and received by the Housing Authority within 30 days of the move-out inspection.

Determining Normal Wear and Tear

The Housing Authority will not reimburse for items considered normal wear and tear, cleaning, routine turn-over preparation, scheduled interior painting or previously existing conditions.

Examples of Normal vs. Excessive Damage

Normal Wear & Tear Landlord's Responsibility	Excessive Tenant Damage: Resident's Responsibility
A few small nail holes, chips, smudges, dents, scrapes, or cracks in the walls	Gaping holes in the walls from abuse, accidents, or neglect. Unapproved paint colors or unprofessional paint jobs. Dozens of nail holes which need patching and repainting.
Faded paint	Water damage on wall from hanging plants or constant rubbing of furniture
Slightly torn or faded wallpaper	Unapproved wall paper, drawings, or crayon markings on the walls
Carpet faded or worn thin from walking	Holes, stains, or burns in carpet. Food stains, urine stains, and leaky fish tanks.
Dirty or faded lamp or window shades	Torn, stained, or missing lamp and window shades
Scuffed varnish on wood floors from regular use	Chipped or gouged wood floors, or excessive scrapes from pet nails or furniture
Dark patches on hardwood floors that have lost their finish over many years	Water stains on wood floors and windowsills caused by windows being left open during rainstorms
Doors sticking from humidity	Doors broken or ripped off hinges
Warped cabinet doors that won't close	Missing cabinet doors or broken hinges
Cracked window pane from faulty foundation or building settling	Broken windows from action of the tenant or guests
Moderately dirty mini-blinds or curtains	Missing or broken mini-blinds or curtains

Cleaning of the unit and carpet cleaning are not covered. However, if the carpet is so stained or damaged that cleaning is not effective, the program will pay for carpet replacement which will be prorated based on the number of years the tenant resided in the unit and the life expectancy of the carpet.

Life Expectancy

Item	Life Expectancy
Carpeting	5 Years
Tiles/Linoleum	7 Years
Interior Painting	3 Years
Window Shades/Screens	3 Years
Drapes/Blinds	5 Years
Refrigerators	7 Years
Stoves	7 Years
Hot Water Heaters	10 Years
Air Conditioning Units	10 Years

If the carpet needs to be replaced and the tenant lived in the unit for three years, then the Housing Authority will reimburse the property owner for the remaining two years of the carpet. For example, if the new carpet costs \$1,000. The prorated cost of the carpet is as follows: $\$1,000 \times 40\% (2/5) = \400 .

Resolving Differences

The Housing Specialist will attempt to make a fair assessment of damages and costs. However, if there is a dispute between the Housing Specialist and the property owner over the amount of the claim, the Housing Manager will make a final determination.