

CHAPTER 17

CLAIMS, MOVE-OUT AND CLOSE-OUT INSPECTIONS

(For HAP Contracts Effective before October 2, 1995)

INTRODUCTION

This Chapter describes the HA's policies, procedures and standards for servicing HAP Contracts which were effective before October 2, 1995. Certificate and Voucher contracts in this category have provisions for the HA's liability to owners when families move out. Vouchers and Certificates have a provision for damages, and Certificates, in addition, have a provision for vacancy loss.

A. OWNER CLAIMS

Under HAP Contracts effective prior to October 2, 1995, owners may make "special claims" for damages, unpaid rent, and vacancy loss (vacancy loss cannot be claimed in the Voucher Program) after the tenant has vacated the unit.

Owner claims for payment for unpaid rent, damages, or vacancy loss will be reviewed for accuracy and completeness and compared with records in the file. The HA establishes standards by which to evaluate claims, but the burden of proof rests with the owner.

If vacancy loss is claimed, the HA will ascertain whether the family gave proper notice of its intent to move. The file will also be reviewed to verify owner compliance at the time the contract was terminated.

The HA will pay properly filed claims to the owner as a function of the contract, but the tenant is ultimately responsible to reimburse the HA for claims paid to the owner.

B. UNPAID RENT

Unpaid rent only applies to the tenant's portion of rent while the tenant is in residence under the assisted lease. It does not include the tenant's obligation for rent beyond the termination date of the HAP Contract.

Separate agreements are not considered a tenant obligation under the lease and the HA will not reimburse the owner for any claims under these agreements.

C. MOVE-OUT AND CLOSE-OUT INSPECTIONS

There will be no move-out inspections of units with contracts effective on or after October 2, 1995 unless requested by the landlord or tenant to document the condition of the unit upon move-out.