



Arizona Public Housing Authority

VACANCY CLAIMS CHECKLIST

Property Name: Lakewood Apartments

Unit No: 05

Submit the documentation listed below with each Vacancy Claim. Vacancy Claims must be received within 180 days from the date the unit was ready for occupancy.

- 1. Completed Form HUD 52670A, Part 2
- 2. Completed Form HUD 52671C
- 3. Move-out information transmitted to APHA on (date): **12/09**
- 4. Move-in information for new tenant transmitted to APHA on (date): **1/10**
Include hard copy of move-in 50059 if before January 1, 2002
- 5. Copy of Move-Out Inspection
- 6. Documentation that appropriate security deposit was collected from tenant (copy of original lease, rent ledger card, or copy of receipt for security deposit).
- 7. Copy of the security deposit disposition notice provided to the tenant. You may use APHA Form SC-5 or your own as long the following information is provided:
 - Date 30-day notice provided
 - Move-out date
 - Reason for moving
 - Original deposit date and amount
 - Total amount eligible for refund
 - All charges itemized (unpaid rent, damages, cleaning, forfeiture)
 - Amount refunded to resident and date of refund

List the security deposit on Line 11 of form HUD-52671, ONLY IF the security deposit was forfeited for failure to provide proper move-out notification and there is no damage claim for this unit.

If also submitting a Special Claim for Unpaid Rent/Damages for the same unit, show the security deposit amount on Line 1 of form HUD-52671-A (do not include on the vacancy claim for the same unit).

- 8. Copy of maintenance records showing move-out date, start and finish of each process, and date unit was ready for occupancy.
- 9. If unit preparation time more than 14 days or total length of vacancy more than 30 days, include explanation.

(OVER)

Special Claims Schedule

U.S. Department of Housing and Urban Development
Office of Housing
Federal Housing Commissioner

OMB Approval No. 2502-0182 (04/30/2012)

Instructions Follow guidelines in HUD Handbook 4350.3, Rev. 1 Chapter 9	Project Name LAKWOOD APARTMENTS	FHA Project No. 123EH556	Section 8/PAC/PRAC Contract No. AZ20T801001
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Head of Household Name, Social Security Number, Date of Birth (1)	Unit Number (2)	Type and Amount of Claim (\$)				
		Unpaid Rent From HUD 52671-A (3)	Tenant Damages From HUD 52671-A (4)	Rent-Up/Vacancies From HUD 52671-B (5)	Regular/Vacancies From HUD 52671-C (6)	Debt Service From HUD 52671-D (7)
SMITH, JOHN	05	214.00	61.00		699.00	

ONLY ONE SPECIAL CLAIMS SCHEDULE FOR ENTIRE PACKAGE

Find this form at:

www.azhousing.gov → Forms and Handbooks → Az Public Housing Auth → Special Claims → Special Claims Schedule

Totals						
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<p>I certify: (a) the above amounts have been computed in accordance with all instructions and requirements prescribed by HUD and the applicable Section 8/PRC/PRAC Contract; (b) all prerequisites to and conditions for the assistance claimed have been met; and (c) all required documentation will be retained in the project's files for 3 years.</p> <p>Owner's printed name, signature, date, & phone no.</p> <p>MUST HAVE SIGNATUARE, DATE, & PHONE NUMBER</p> <p>HUD will prosecute false claims & statements. Conviction may result in criminal and/or civil penalties</p>	<p>HUD/Contract Administrator Review Claim approved. Claim adjusted. Reason: Claim denied. Reason: Official's name, signature, & date</p>
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Special Claims for Regular Vacancies

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

OMB Approval No. 2502-0182 (04/30/2012)

Instructions Follow guidelines in HUD Handbook 4350.3, Rev. 1, Chapter 9	Project name LAKEWOOD APARTMENTS			FHA project no. 123EH556	Sec 8/PAC/PRAC Cont # AZ20T901001	
				Vacated Tenant name SMITH, JOHN	Unit No. 05	
Part A (applies to the following) 880: Section 8 New Construction 881: Substantial Rehabilitation 884: Rural Housing Services 886: LMSA Subpart A 891: Elderly Housing	1. Tenant's move-out date 11/10/2009	2. No. days taken to clean / repair unit 5	3. Date unit ready for occupancy 11/16/2009	4. Date unit ready for occup. + 59 days	5. Date unit was re-rented 12/28/2009	6. No. of days vacant (Not to exceed 60. Include day in line 3 but not day in line 5.) 42
	7. Contract rent/operating rent at move-out			624.00		
	8. Enter daily contract rent/operating rent (Divide contract rent/operating rent in effect on move-out date by actual no. days in move-out month)			20.80		
	9. Multiply lines 6 and 8 (Contract rent /operating rent for days vacant)			873.60		
	10. Multiply line 9 by 0.80 for Section 8/PAC units or 0.50 for Section 202/811 PRAC units (This is the most HUD will pay)				698.88	
	11. Enter amounts paid by other sources (Security deposit, Title I, etc.)			(-)		
	12. Subtract line 11 from line 9				873.60	
	13. Compare line 10 with line 12 & enter the lesser amount Enter in column 6 on HUD 52670-A Part 2.					699.00
	14. Tenant's move-out date	15. No. days taken to clean / repair unit	16. Date unit ready for occupancy	17. Last day of mo. (or day before move-in if in same month)	18. Number of days vacant in first month (Line 17 minus line 16, plus one day. Not to exceed 30.)	
	19. Enter daily assistance payment (Divide assistance payment in effect on move-out date by actual no. days in move-out month.)					
	20. Multiply lines 18 by line 19 This is the most HUD will pay for the first month. If vacancy continues for a second month, continue with line 21. However, if a new tenant moved in the same month as the previous tenant moved out, skip to line 26.				0.00	
	21. Day of second month the unit was re-rented					
	22. Subtract one (1) day from line 21 (Or enter actual no. days vacant if the unit was not re-rented.)					
23. Enter daily contract rent/operating rent (Divide contract rent/operating rent in effect on move-out by actual no. days in move-out month.)						
24. Multiply line 22 by line 23			0.00			
25. Multiply line 24 by 0.80 This is the most HUD will pay for the second month.				0.00		
26. Add lines 20 & 25				0.00		
27. Enter amounts paid by other sources (Security deposit, Title I, etc.)				(-)		
28. Subtract line 27 from line 26 Enter in column 6 on HUD 52670-A Part 2.					0.00	

I certify: (a) Units are in decent, safe, and sanitary condition, and are available for occupancy during the vacancy period in which the payments are claimed. (b) The Owner / Agent did not cause the vacancy by violating the lease, the contract, or any applicable law. (c) I notified HUD or the contract administrator immediately upon learning of the vacancy, or prospective vacancy, and the reasons for it. (d) I complied with all HUD requirements on termination of tenancy (Chapter 8, Section 3 of Handbook 4350.3 Rev.1) if the vacancy was caused by an eviction. (e) All documentation will be retained in the project's file for 3 years.

Owner's printed name, signature, & date

Must sign

HUD will prosecute false claims & statements. Conviction may result in criminal and/or civil penalties (18 U.S.C. Sections 1001, 1010, 1012; 31 U.S.C. Sections 3729, 3802).

HUD/Contract Administrator Review

- Claim approved.
- Claim adjusted. Reason:
- Claim denied. Reason:

Official's name, signature, & date

Claim ID: _____



SECURITY DEPOSIT DISPOSITION

Property Name: **LAKEWOOD APARTMENTS**

Resident Name: **SMITH, JOHN**

Reason For Moving: **Closer to family**

Unit No: **05**

Date 30-Day Notice Provided: **10/5/09**

Actual Move-Out Date: **11/10/09**

Deposit Information

Original Deposit Date: **1/24/07**

List and describe all deposits (security, pet, etc.)

Security Deposit	\$134.00
Interest earned	\$2.58
	\$
Total Deposits	\$136.58

Charges

Unpaid Rent/Late Fees/Other Charges under Lease (Oct rent & 11-1 – 11-1-09 + \$5 key charge	\$397.00
Damages Total - itemize or attach separate list	\$61.00
<u>Hole in door - \$25</u>	
<u>New light fixture - \$36</u>	

Forfeiture (less than 30 day notice provided)	\$
Total Charges	\$463.00

Deposit Refund/Amount Due

Amount Refunded to Resident or Estate	\$
on (date)	
Amount Due from Resident	\$326.42
received (date) or explain status below	

Comments/Additional Explanation

- 11-16-09: Mailed demand letter
- 12-15-09: Debbie came in and paid \$51.00
- 12-23-09: Submitted to collection agency; legal fees = \$191.00

Jane Jones
Signature

11-16-09
Date

Resident Smith, John

MOVE IN MOVE OUT INSPECTIO.

Apt. # _____

Inspection Date 12/24/07

If repairs or cleaning is necessary,
all work will be completed
within 30 days of move-in date.

ITEM	MOVE IN DATE <u>12/24/07</u>				MOVE-OUT DATE <u>11/10/09</u>		
	Sat.	Unsat.	W.O.#	comments	Sat.	Unsat.	Charge to Resident
SECURITY DOOR	✓				✓		
FRONT DOOR	✓				✓		
LIVING ROOM (common area)	✓				✓		
Smoke alarm	✓				✓		
Electrical Fixtures	✓				✓		
Outlet & Switch	✓				✓		
Windows	✓				✓		
Window Shades	✓				✓		
Window Screen	✓				✓		
Walls	✓				✓		
Ceiling	✓				✓		
Floor	✓				✓		
Closet	✓				✓		
HALLWAY (common area)	✓				✓		
Electrical Fixtures	✓				✓		
Walls	✓				✓		
Ceiling	✓				✓		
Floor	✓				✓		
Linen closet	✓				✓		
BATHROOM (common area)	✓				✓		
Door	✓				✓		
Electrical Fixtures	✓				✓	✓	hole in door
Toilet/Commode	✓				✓		
Medicine Cabinet/Mirror	✓				✓		
Lavatory/Sink	✓				✓		
Bathtub/shower	✓				✓		
Towel Racks	✓				✓		
Toilet paper holder	✓				✓		
Curtain Rod	✓				✓		
Walls/ceiling conditions	✓				✓		
Floor	✓				✓		
BEDROOM # <u>2</u>	✓				✓		
Smoke alarm	✓				✓		
Door	✓				✓		
Electrical Fixtures/ceiling light	✓				✓	✓	replace light fixture cover
Window	✓				✓		
Window Shades	✓				✓		
Window Screen	✓				✓		
Walls/ceiling conditions	✓				✓		
Floor	✓				✓		
Closet: doors/rod	✓				✓		
A/C FILTER	NA				NA		
FIRE & SAFETY HAZARDS	✓				✓		
TV WIRES	✓				✓		
UNAUTHORIZED ALTERATIONS	✓				✓		
HOUSEKEEPING	✓				✓		

I, _____ acknowledge that the dwelling unit identified above was turned over to me in good condition with the exceptions noted above. I hereby agree to maintain the premises in a decent, safe, and sanitary condition and shall pay damages exceeding normal wear and tear. I also received the rules and regulations for occupancy and cleaning and care of the apartment and move out requirements.

The unit is in decent, safe, and sanitary condition.

MOVE IN		MOVE OUT	
<u>John Smith</u> Resident Signature	Date <u>12/24/07</u>	_____ Resident Signature	Date _____
<u>Jane Jones</u> Manager Signature	Date <u>12/24/07</u>	<u>Jane Jones</u> Manager Signature	Date <u>11/10/09</u>

1 unreturned key

MODEL LEASE FOR SUBSIDIZED PROGRAMS

1. Parties and Dwelling Unit: (B) John Smith
The parties to this Agreement are (A) Lakewood HC, referred to as the Landlord, and referred to as the Tenant. The Landlord leases to the Tenant(S) unit number (C) 05, located at (D) 1234 E. Lakeview Dr. in the project known as (E) Lakewood Apts.
2. Length of Time (Term): The initial term of this Agreement shall begin on (F) 12/4/07 and end on (G) 12/31/08. After the initial term ends, the Agreement will continue for successive terms of one (H) month each unless automatically terminated as permitted by paragraph 23 of this Agreement.
3. Rent: The Tenant agrees to pay \$(I) 30 for the partial month ending on (J) 12/31/07. After that, Tenant agrees to pay a rent of \$(K) 134 per month. This amount is due on the (L) 1st day of the month at (M) 1234 E. Lakeview Dr.

The Tenant understands that this monthly rent is less than the market (unsubsidized) rent due on this unit. This lower rent is available either because the mortgage on this project is subsidized by the Department of Housing and Urban Development (HUD) and/or because HUD makes monthly payments to the Landlord on behalf of the Tenant. The amount, if any, that HUD makes available monthly on behalf of the Tenant is called the tenant assistance payment and is shown on the "Assistance Payment" line of the Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures form which is Attachment No. 1 to this Agreement.

4. Changes in the Tenant's Share of the Rent: The Tenant agrees that the amount of rent the Tenant pays and/or the amount of assistance that HUD pays on behalf of the Tenant may be changed during the term of this Agreement if:
- a. HUD or the Contract Administrator (such as a Public Housing Agency) determines, in accordance with HUD procedures, that an increase in rents is needed;
 - b. HUD or the Contract Administrator changes any allowance for utilities or services considered in computing the Tenant's share of the rent;
 - c. the income, the number of persons in the Tenant's household or other factors considered in calculating the Tenant's rent change and HUD procedures provide that the Tenant's rent or assistance payment be adjusted to reflect the change;

- d. changes in the Tenant's rent or assistance payment are required by HUD's recertification or subsidy termination procedures
- e. HUD's procedures for computing the Tenant's assistance payment or rent change; or
- f. the Tenant fails to provide information on his/her income, family composition or other factors as required by the Landlord.

The Landlord agrees to implement changes in the Tenant's rent or tenant assistance payment only in accordance with the time frames and administrative procedures set forth in HUD's handbooks, instructions and regulations related to administration of multifamily subsidy programs. The Landlord agrees to give the Tenant at least 30 days advance written notice of any increase in the Tenant's rent except as noted in paragraphs 11, 15 or 17. The Notice will state the new amount the Tenant is required to pay, the date the new amount is effective, and the reasons for the change in rent. The Notice will also advise the Tenant that he/she may meet with the Landlord to discuss the rent change.

5. Charges for Late Payments and Returned Checks: If the Tenant does not pay the full amount of the rent shown in paragraph 3 by the end of the 5th day of the month, the Landlord may collect a fee of \$5 on the 6th day of the month. Thereafter, the Landlord may collect \$1 for each additional day the rent remains unpaid during the month it is due. The Landlord may not terminate this Agreement for failure to pay late charges, but may terminate this Agreement for non-payment of rent, as explained in paragraph 23. The Landlord may collect a fee of \$(N) 20 on the second or any additional time a check is not honored for payment (bounces). The charges discussed in this paragraph are in addition to the regular monthly rent payable by the Tenant.
6. Condition of Dwelling Unit By signing this Agreement, the Tenant acknowledges that the unit is safe, clean and in good condition. The Tenant agrees that all Appliances and equipment in the unit are in good working order, except as described on the Unit Inspection Report which is Attachment No. 2 to this Agreement. The Tenant also agrees that the Landlord has made no promises to decorate, alter, repair or improve the unit, except as listed on the Unit Inspection Report.
7. Charges for Utilities and Services: The following charts describe how the cost of utilities and services related to occupancy of the unit will be paid. The Tenant agrees

that these charts accurately describe the utilities and services paid by the Landlord and those paid by the Tenant.

- a. The Tenant must pay for the utilities in column (1). Payments should be made directly to the appropriate utility company. The items in column (2) are included in the Tenant's rent.

(1)		(2)
Put "x" by any Utility Tenant pays directly	Type of Utility	Put "x" by any Utility Included in Tenant Rent
(0) _____	Heat	(0) <u>X</u> _____
_____	Lights, Electric	_____
_____	Cooking	_____
_____	Water	_____
_____	Other (Specify. _____)	_____
_____		_____
_____		_____

- b. The Tenant agrees to pay the Landlord the amount shown in column (3) on the date the rent is due. The Landlord certifies that HUD had authorized him/her to collect the type of charges shown in column (3) and that the amounts shown in column (3) do not exceed the amounts authorized by HUD.

(3)

Show \$ Amount Tenant Pays to Landlord in Addition to Rent

Parking	\$ _____
Other (Specify.)	\$ _____
_____	\$ _____
_____	\$ _____

8. Security Deposits: The Tenant has deposited \$(P) 134 with the Landlord. The Landlord will hold this security deposit for the period the Tenant occupies the unit. After the Tenant has moved from the unit, the Landlord will determine whether the Tenant is eligible for a refund of any or all of the security deposit. The amount of the refund will be determined in accordance with the following conditions and procedures.

- a. The Tenant will be eligible for a refund of the security Deposit only if the Tenant provided the Landlord with the 30-day written notice of intent to move required by paragraph 23, unless the Tenant was unable to give the notice for reasons beyond his/her control.

following Attachments to this Agreement and understands that these Attachments are part of this Agreement.

- a. Attachment No. 1 - Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures, form HUD-50059
- b. Attachment No. 2 - Unit Inspection Report.
- c. Attachment No. 3 - House Rules (if any).

- 28. Tenants' rights to organize: Landlord agrees to allow tenant and tenant organizers to conduct on the property the activities related to the establishment or operation of a tenant organization set out in accordance with HUD requirements.
- 29. Tenant Income Verification: The Tenant must promptly provide the Landlord with any letter or other notice by HUD to a member of the family that provides information concerning the amount or verification of family income in accordance with HUD requirements.
- 30. The lease agreement will terminate automatically, if the Section 8 Housing Assistance contract terminates for any reason.

31. Signatures:

TENANT
BY:

- 1. John Smith 1/24/07
Date Signed
- 2. _____ / /
Date Signed
- 3. _____ / /
Date Signed

LANDLORD
BY:

- 1. Jane Jones 1/24/07
Date Signed

Public reporting burden - HUD is not requesting approval of any burden hours for the model leases since use of leases are a standard business practice in the housing rental industry. This information is required to obtain benefits. The request and required supporting documentation are sent to HUD or the Contract Administrator (CA) for approval. The lease is a contract between the owner of the project and the tenant(s) that explains the terms for residing in the unit. Leases are a standard business practice in the housing rental industry. Owners are required to use the HUD model lease which includes terms normally covered by leases used in the housing rental industry plus terms required by HUD for the program under which the project was built and/or the program providing rental assistance to the tenants.

VACANCY RECONDITIONING LOG

1. Project Name: Lakewood Apartments
2. Contract Number: AZ20T901001
3. Unit Number: 05
4. Name of Resident: Smith, John
5. Vacancy due to death? (Y/N) (N) Date of death: _____
6. Vacancy due to Unit Transfer? (Y/N) (N) Date of Unit Transfer: _____
7. Date of Move Out: 11-10-09
8. Anticipated Move-in Date: 11-17-09
9. Maintenance: Start Date: 11-11-09 Finish Date & Time: 11-12-09 10:30am
Comments: install new light fixture

10. Painted: Start Date: 11-12-09 Finish Date & Time: 11-12-09 4:30pm
Comments: door patched, heavy smoker needed Kiltz

11. Carpet: Start Date: 11-15-09 Finish Date & Time: 11-15-09 4:05 p.m.
Comments: carpet cleaned

12. Unit Cleaned: Start Date: 11-13-09 Finish Date & Time: 11-15-09 10:30am
Comments: required intense cleaning

- Approved by: Jane Jones Date & Time: 11-16-09 9:15 a.m.
13. Date Unit is Ready for Occupancy: 11-16-09

Name	Date/ Time	Bedroom Size	Income	Accessible	Comments	removed/ rejected date	MI date and unit
Dorothy Hamil	10-20-09/ 12:50 pm	0/1	ELI	N	10-26-09 called + offered #05, declined - waiting for 1 bedroom		
George Evans	10-28-09/ 9:56 am	0/1	ELI	N	11-3-09 called - yes MI scheduled 11-17-09 11-18-09 NO show for MI	11-18-09	
Kim Collins	11-9-09/ 1:15 pm	1	VLI	N			
Duke Ellington	11-11-09/ 10:34 am	0/1	ELI	N	11-18-09 called LM 11-23-09 received call - Please 11-23-09 found other place - remove		
John Adams	11-12-09/ 11:56 am	1	ELI	N			
Carl Marx	11-12-09/ 2:24 pm	0/1	ELI	N	11-24-09 called LM 11-25-09 received call - signed other lease please remove	11-25-09	
Betty Ford	11-13-09/ 3:00pm	0/1	ELI	N	11-26-09 called - yes needs to give current landlord 30 days notice		12-28-09/05

February 1, 2010

Arizona Public Housing Authority
Attn: Evie N. Boone
1110 W. Washington, ste 310
Phoenix, AZ 85007

Ms. Boone:

Enclosed please find a claim for vacancy loss for unit 05, Lakewood Apartments which was vacated on November 10, 2009.

This vacancy occurred during an unusual period of turnover in out units. Four other units were already vacant. All of these units required intense cleaning.

As of the date of vacancy, the waiting list was depleted to two applicants ready to house. One declined the unit and the other did not show for his/ her move in that was scheduled for the day following unit ready date. The applicant who was eventually housed was 8th on the waiting list on the vacate date. All applicants ahead of him/ her were removed.

The applicant who was housed in this unit requested to give 30 days notice to his/ her prior landlord.

I feel our office made every effort to rent the unit promptly and therefore the extended vacancy was beyond our control.

If you have any question please contact me at 714/ 555-1234, Ext. 002 or Sonny Bono at 714/ 555-1234, Ext. 005

Sincerely,



Jane Jones
Director of Housing Programs