



Arizona Public Housing Authority

Clarification of Allowable Section 8 Tenant Damage Claims

The Arizona Public Housing Authority encourages Section 8 project owners/agents to submit special claims for reimbursement of damages. Per the Special Claims Guidebook, Appendix 5C, "Normal costs of turning over an apartment after a tenant vacates may not be included on a claim to HUD for tenant damages. The costs an owner incurs for the basic cleaning and repairing of such items necessary to make a unit ready for occupancy by the next tenant are part of the costs of doing business."

Included here are items to be considered normal wear and tear and items that you may include on a damage claim for reimbursement. Please note this list is not all inclusive.

Normal Wear and Tear

General:

- Carpet cleaning after one year of tenant occupancy
- Cleaning blinds/window treatments after one year of tenant occupancy
- Washing walls and windows
- Touch-up painting
- Window screen repair
- Light bulb replacement
- Replacement of knobs and hinges on doors and cabinets
- Replacement of electrical light switches and plates
- Smoke detector battery replacement
- One time fumigation of unit

Kitchen:

- Drip pan replacement
- Replacement of stove rings
- Replacement of broiler pans
- Replacement of ice cube trays
- Replacement of small parts of appliances and fixtures that break during normal usage/wear and do not damage integrity of the appliance
- Appliance cleaning(unless excessively dirty)
- Cleaning inside and outside of cabinets

Bathroom:

- Towel bar replacement
- Toilet seat and/or handle replacement
- Replacement of sink and bathtub handles and stoppers
- Caulking around tub or toilet

Normal wear and tear damage items may not be submitted to APHA as part of a damage claim. Project operating funds should cover expenses resulting from normal wear and tear.

Actual Tenant Damage

Intentional damage or excessive neglect should be noted during routine and annual inspections. Owners/agents are expected to provide decent, safe and sanitary housing and should not allow units to deteriorate because tenants are abusive or poor housekeepers. Tenants who cause excessive damage to their unit should have the items repaired and should receive a bill for the damage. If they do not pay the charges, lease enforcement should be used to require payment. Some examples of tenant damage/neglect that should be repaired prior to vacancy include, but are not limited to:

- Burns/tears/excessive wear/permanent stains to carpets
- Damage to large appliances
- Broken windows
- Yellowing of walls from nicotine (if occupancy is less than 12 months)
- Broken or damaged cabinets
- Damage to floor vinyl
- Window screen replacement
- Excessive cleaning
- Door replacement
- Damaged door jambs and trim
- Gaping holes in walls or plaster
- Wall prep prior to painting to patch holes or remove nicotine
- Replacement of tenant-damaged smoke detectors
- Missing or bent shower rods
- Clogged or damaged toilet from improper use
- Fumigation of unit more than once

These items may be submitted for reimbursement as a damage claim after the tenant has moved out and attempts to collect from the tenant have been unsuccessful. Please include photographs to document the damage.

Special Notes

- Late fees are not considered damages and should not be submitted as part of a damage claim. Submit these with an unpaid rent claim.
- Items submitted for damage reimbursement may not be claimed under replacement reserve or insurance and items claimed under replacement reserve may not be submitted for damage reimbursement or insurance.
- Excessive cleaning must be documented by detailed explanation on the move-out inspection and photos must be provided with the damage claim.
- Replacement of large items, ex. refrigerators, stoves, carpets, must be prorated. See the sample life expectancy chart (appendix 5D) in the Special Claims Guide.
- Legal fees are not an allowable charge on any type of claim.
- When submitting any type of claim, please list all claims on one (1) Special Claims schedule form (HUD 52670-A).

Appendix 5D

SAMPLE LIFE EXPECTANCY CHART *

Many major items have a predictable life span. A list of items and their life expectancy are listed below:

Hot Water Heaters	10 years	All units
Plush Carpeting	5 years	Family
	7 years	Elderly
Air Conditioning Units	10 years	All units
Ranges	20 years	All units
Refrigerators	10 years	All units
Interior Painting - Enamel	5 years	Family
	7 years	Elderly
Interior Painting – Flat	3 years	Family
	5 years	Elderly
Tiles/Linoleum	5 years	Family
	7 years	Elderly
Window shades, screens, blinds	3 years	Family, Elderly

* If these items were in good condition at the time of move in, and it can be shown that damage, above the normal wear and tear has been sustained, then a damage claim can be submitted.