

Owner Assurance Program Claim Form

The Owner Assurance Program may reimburse property owners up to \$5,000 for eligible expenses that exceed the collected security deposit. This form is provided to claim reimbursement. This form and all required documentation must be submitted within **sixty (60) days** of the tenant's vacate date to be valid. Please read each section carefully to ensure that you have included all the appropriate documents. Owners may submit no more than one claim per tenancy.

Tenant & Unit Information		
Tenant Name:		
Address of Unit:		
Move-In Date:	Vacate Date:	
Monthly Rent:	Security Deposit:	
Owner Information		
Owner Name:	Phone:	
Owner Address:		
Owner Email:		

Eligible Circumstances

Claims can be requested in the following circumstances:

- Tenant vacated the unit with damages
- Tenant vacated the unit with an unpaid rent and/or utility balance owed to the owner
- Owner paid legal fees associated with lease termination due to lease violations
- Owner experienced vacancy loss due to lease termination

Owner Must Provide:

- Copy of the itemized statement delivered to the tenant, or the tenant's last known address, listing the deductions from the security deposit and the reasons for the deductions
- Verification that the owner attempted to collect damage expenses and/or unpaid balances exceeding the
 collected security deposit from the tenant, and allowed reasonable time (up to but no more than 60 days) for
 payment by the tenant, <u>before</u> submitting this form to the Housing Authority of the County of Santa Cruz
 (HACSC)
- Supporting documentation as described in each section

Please note the following:

- Failure to provide the required documents to HACSC may result in denial of claim.
- Failure to allow reasonable time for payment by the tenant for expenses exceeding the security deposit may result in denial of claim.
- This form and supporting documentation must be submitted within sixty (60) days of the tenant's vacate date.

Expenses Included in Claim

Tenant-caused	damage

Eligible expenses include:

- Post-tax cost of materials necessary to repair the unit for damages caused by the tenant beyond normal wear and tear
- Cost of labor performed by an independent contractor to repair the unit for damages caused by the tenant beyond normal wear and tear

Summary of damages:			
Full cost of damage repairs: (do no	t deduct security	deposit):	

The following supporting documentation is **required** to claim reimbursement for damages:

- Evidence of tenant caused damages (e.g., dated photographs of move out condition)
- Paid receipts for materials necessary to repair the unit (if claiming)
- Paid receipts and/or paid invoices from independent contractor(s) that completed necessary repairs (if claiming)

☐ Unpaid rent and/or utility balance

Eligible expenses include:

- Up to four months' unpaid rent balance
- Up to four months' late fees (late fees can only be claimed if they were required by the lease agreement)
- Up to four months' unpaid tenant-paid utility balances for which the tenant was responsible

Months of unpaid rent:
Months of unpaid utility balance:
Full cost of unpaid balances & fees (do not deduct security deposit):
The following supporting documentation is required to claim reimbursement for unpaid balances and fees:
• Evidence of unpaid balances (e.g., statement or ledger showing amount and periods for which rent and/or utilities were unpaid).
□ Legal fees

Eligible expenses include:

• Legal fees associated with lease termination for lease violations

Full cost of legal fees (do not deduct security deposit):

The following supporting documentation is **required** to claim reimbursement for legal fees:

- Paid receipts and/or paid invoices from legal counsel referencing the tenant and/or rental unit listed on this form (if claiming)
- Paid receipts from a court of law referencing the tenant and/or rental unit listed on this form (if claiming)

□ <u>Vacancy loss</u>
Eligible expenses include:
• Vacancy loss due to lease termination because of lease violations (up to 100% of the contract rent for the first 30 days of vacancy, and up to 80% of the contract rent for the following 30 days after vacancy). Please note that vacancy loss can <u>only</u> be claimed for time remaining on the lease term if the unit was actually vacant for that period. Vacancy loss <u>cannot</u> be claimed for other reasons, such as storing the tenant's abandoned property or repairing the unit after the tenant vacated upon lease expiration.
The following supporting documentation is required to claim reimbursement for vacancy loss:
• Evidence of the tenant's eviction due to lease violations
• Evidence of time that remained on the lease term after the tenant's eviction
Time period of vacancy loss:
Did the owner take all feasible actions to fill the vacancy? \Box Yes \Box No
Did the owner reject any eligible applicants without good cause? \Box Yes \Box No
Certification
By signing this form, I certify that all the information provided above is true, correct, and complete, and will be
relied upon for purposes of determining my eligibility for the Owner Assurance Program. I understand that I may
only claim unreimbursed expenses; if I am reimbursed by an insurance company, the tenant, or any other source for
an expense for which I was also reimbursed by the Housing Authority of the County of Santa Cruz, I will return the
reimbursement paid by the Housing Authority of the County of Santa Cruz. I understand that the Housing Authority
of the County of Santa Cruz reserves the right to deny reimbursement for any claimed expense for any reason, and
that the Housing Authority of the County of Santa Cruz reserves the right to collect any reimbursement paid to me
if it is retroactively determined that the reimbursement should not have been awarded. I understand that any
misrepresentation in my statements may be considered fraud. Warning: Title 18 Section 1001 of the United States Code states that any person would be guilty of a follow for knowingly and willingly making folso or fraudulent
Code states that any person would be guilty of a felony for knowingly and willingly making false or fraudulent statements to any Department or Agency of the United States.
statements to any Department of Agency of the Office States.

Signature

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Print Name

Date