

**Great Barrington Housing Authority
State-Aided Housing Management Plan
Policy & Procedure**

Damage charge policy

During the course of an annual or special inspection or routine maintenance of a unit, any damages that are incurred by the tenant will be noted and a list of those damages will be sent to the tenant by written notice. The tenant will be given thirty days to repair, replace or resolve the damages. The housing authority will make the final determination whether or not the tenant may repair the damages themselves. A re-inspection date will be scheduled and noted in the notice.

Upon re-inspection, if the damages are not repaired, replaced or resolved the Great Barrington Housing Authority will repair, replace or resolve the damages and the tenant will be responsible for the cost of labor and material for any work done. The charges will be based on current rates and costs in effect at the time the damages are incurred.

The tenant will be sent an invoice for the charges. They will be required to pay the amount due within thirty days from receiving the invoice. Failure to pay the damages or make acceptable payment arrangements will be considered a violation of the lease and further action may be taken.

During the course of a move-out inspection, any damages incurred by the tenant will be noted and a list of those damages and an invoice for the repair/replacement will be sent to the tenant by written notice. The charges will be based on current rates and costs in effect at the time the damages are incurred. The notice will be sent to the tenant at their last known address or forwarding address if provided by the tenant. The tenant will have thirty days to pay in full or make acceptable payment arrangements. If the payment is not received within thirty days the housing authority will file a claim in small claims court. If the damages exceed the \$2,000.00 maximum in small claims court an action may be filed in district court.