



## I. Purpose and Intent

The District of Columbia Housing Authority (“DCHA”) seeks to strengthen partnerships with landlords to expand the supply of quality housing available to the Housing Choice Voucher (HCV) Program participants. The Landlord Assurance Fund (“the Fund”) is established to:

1. Provide financial protection to landlords against tenant-caused damages that exceed normal wear and tear and surpasses security deposit;
2. Reduce financial barriers to landlord participation in the federal HCV program;
3. Encourage landlords to continue making units available to voucher holders; and
4. Ensure the quick turnaround of rental units to maintain housing opportunities for low-income families.

This policy establishes uniform standards for landlord eligibility, covered and excluded costs, claim submission, review, payment, and appeals.

## II. Authority

The Fund is authorized by the DC Housing Authority and is administered under the direction of the Executive Director or their designee in connection with the Coalition (formerly known as the Coalition for Non-Profit Housing and Economic Development). DCHA may contract with additional external partners to verify and administer claims on its behalf.

## III. Definitions

For purposes of this policy:

- **Normal Wear and Tear** means deterioration that occurs through ordinary, everyday use of the unit and is not caused by negligence, abuse, carelessness, accident, or misuse by the HCV program participant, household or guests. Examples include:
  - Minor carpet wear or light staining from ordinary use;
  - Small nail holes or minor scuffs on walls;
  - Gradual fading or discoloration of paint;
  - Loose door handles, knobs, or cabinet hinges;
  - Gradual appliance wear consistent with age and normal use.
- **Damages Beyond Normal Wear and Tear** means physical harm to the unit or its fixtures, appliances, or structure caused by negligence, abuse, carelessness, accident, or misuse by the HCV program participant, household member, or guest. Examples include:



- Broken or missing doors, windows, locks, cabinets, or fixtures;
  - Large holes in walls or ceilings, or graffiti requiring repainting;
  - Damaged or destroyed appliances that were in working order at move-in;
  - Ruined flooring, including torn or stained carpet beyond repair, warped wood, or cracked planking;
  - Excessive pet damage.
- **Landlord** means the owner or property manager who holds a valid Housing Assistance Payment (HAP) contract with DCHA.
  - **Claim** means a written request for payment under this policy that includes supporting documentation and evidence to include receipts, photos, estimates.
  - **HCV program participant** means the head of household of a federal housing choice voucher and their approved family or guests.

#### IV. Eligibility

A landlord may submit a claim if:

1. The tenancy involved a federal HCV-assisted household with a valid HAP contract that was in place at the time the assisted family vacated the unit;
2. The assisted family vacated the unit within 45 calendar days of the claim submission;
3. The unit was not subject to an unresolved HAP abatement due to owner-caused deficiencies at the time of tenant move-out;
4. The landlord is in good standing with DCHA and compliant with the HAP contract and all applicable District laws;
5. The landlord submitted sufficient evidence of HCV program participant caused damage;
6. The landlord applied the HCV program participant's security deposit in accordance with District law before seeking reimbursement from the Fund; and
7. The landlord agrees to provide follow-up evidence of repairs made after claim approval and payment upon request by DCHA or the Coalition.

#### V. Covered Damages

DCHA is not required to pay for any HCV program participant-caused damages in HCV-subsidized units. However, the Fund may cover expenses for HCV program participant-caused damages that exceed normal wear and tear and remain outstanding after application of the HCV program participant's security deposit. Covered damages must be substantiated with documentation. DCHA or the Coalition may require a virtual or in-person inspection or additional evidence to substantiate the damage claim. The landlord must certify there is no expectation of reimbursement through insurance or other means



for the same damages listed in the claim, and that the security deposit was insufficient to cover such damages.

## VI. Exclusions

The Fund will not reimburse for:

- Normal wear and tear;
- Routine cleaning or turnover work;
- Changing locks between tenancy;
- Unpaid rent, late fees, utilities, or other lease charges;
- Tools, supplies, or landlord labor costs for self-performed repairs;
- Legal expenses, including eviction costs;
- Damages covered by the landlord's property insurance or the HCV program participant's security deposit.

## VII. Claim Submission Requirements

Landlords must file a claim within **45 days** of HCV program participant move-out. Only **one claim per unit per tenancy** is permitted.

A complete claim must include:

1. An electronic or hardcopy Claim Form
2. Copy of the security deposit disposition statement provided to the tenant
3. A description and photos of the damage

A landlord may provide the following to supplement a claim or may be required to provide the following:

1. Move-out inspection report signed by landlord and (if available) tenant
2. Time-stamped photographs documenting damages
3. Contractor or professional estimates for repair or replacement
4. Invoices or receipts if repairs have been completed
5. DCHA and the Coalition reserve the right to require a in person or virtual inspection of the property by DCHA or designee.

Incomplete claims may be delayed or denied.

## VIII. Review and Determination Process

1. Claims will be reviewed by the Coalition for completeness, eligibility, and documentation.



2. The Coalition will issue a determination within **30–45 calendar days** of receipt of a complete claim.
3. Determinations may include full approval, partial approval, denial, or a request for additional information.
4. Written notice of determination will be provided to the landlord.
5. Request for reconsideration must be submitted within 10 calendar days of the decision, see below.

### IX. Disbursement

- Maximum disbursement is **\$2,500 per unit, per tenancy**.
- Payments are made directly to the landlord or property manager who is a party to the HAP contract.
- Payments will not exceed actual, documented repair costs.
- DCHA and the Coalition reserves the right to prorate payments if claims exceed available funds.
- The landlord may be required to provide proof of repairs made after payment.

### X. Reconsideration Request

Landlords may request reconsideration of a denied or partially approved claim by submitting a written request with additional documentation within **10 calendar days** of the determination. DCHA or the Coalition will issue a final decision within **15 calendar days** of receiving the request.

### XI. Program Compliance and Leasing Commitment

By accepting payment from the Fund, landlords agree to:

1. Make a good-faith effort to re-rent the unit to an HCV program participant; and
2. Continue participation in the HCV program for at least one additional lease-up in the assisted unit, unless the unit is no longer eligible under program requirements.

Failure to comply may result in ineligibility for future disbursements from this Fund.

### XII. Oversight, Audit, and Fraud Prevention

- DCHA reserves the right to audit claims and supporting documentation.
- Funds obtained through misrepresentation, fraud, or omission are subject to recovery.
- Repeated or intentional misrepresentation may result in permanent ineligibility from the Fund and referral for legal action.

DCHA reserves the right to amend this policy to reflect funding availability, changes in law, or program priorities. Notice of policy amendments will be published on the Coalition's website.