

## SMALL CLAIMS POLICY

As used in this policy, the term “Agency” refers to The Municipal Housing Authority for the City of Yonkers and/or any subsidiary thereof and/or any organization or entity with which MHACY jointly manages property under the federal Rental Assistance Demonstration Project (“RAD”).

The Agency seeks to provide safe, decent and sanitary housing for all of its residents. Nevertheless, from time to time, conditions present in or around Agency properties that cause damage to a resident’s personal belongings. Accordingly, the Agency encourages all residents to maintain apartment insurance. Where no insurance is available to a resident who has suffered property damage in his/her apartment, the resident may file a claim with the Agency. All personal property damage claims will be processed in accordance with the following rules:

1. All personal property damage claims must be reported on an Agency claim form and filed with the Agency within 72 hours of the damage.
2. The Agency will not reimburse its residents for any damage caused by Con Edison or any other third party.
3. The Agency will not reimburse its residents for damage caused by the resident’s negligence, misuse, and/or misconduct.
4. The Agency will not directly reimburse any resident for damage to his/her personal property. Instead, the Agency will grant a resident a credit for damage caused to the resident’s property against monies owed by him/her to the Agency as follows:
  - a. The resident filed a timely claim as required by this policy;
  - b. Agency staff confirm that the resident’s property was in fact damaged;
  - c. The damage was caused by Agency personnel and/or is otherwise attributable to the Agency;
  - d. The resident agrees to accept: (i) in regard to food spoilage, a \$50 credit in full satisfaction of the claim; (ii) in regard to damage to clothes, furniture and/or other personal items, a credit equivalent to the reasonable value of the property (taking into consideration wear and tear), not to exceed a \$250 credit. Notwithstanding any other provision of this policy, the Agency shall not grant a resident a credit for damage to clothes, furniture and/or other personal items unless the resident produces proof of the original purchase price of the item damaged;
  - e. The resident executes a release to the Agency for the damages incurred.
5. The Agency may, at its sole and absolute discretion, pay for the damaged item to be cleaned in lieu of granting the resident a credit.
6. Any credit granted under the terms of this policy shall be credited first against all non-rent monies owed to the Agency.
7. If the resident does not owe the Agency any monies, either for rent or for non-rent items, and if the resident’s rent is paid directly to the Agency by a third party, then the Agency may, at its sole and absolute discretion, reimburse the resident consistent with the payment limitations contained in this policy.