

**VERNON HOUSING COMMISSION**  
**DAMAGE TO HOUSING UNITS DURING TENANCY PROCEDURES**  
**Adopted June 14, 2017**  
**Revised March 9, 2022**

Pursuant to Vernon Municipal Code Section 2.40.060.B,, and the Vernon Rental Housing Policy (VRHP), the Vernon Housing Commission (VHC) hereby adopts the following to establish and to implement procedures for addressing damage to housing units during the course of a tenancy.

**Recitals**

- A. The VHC is committed to managing its housing stock according to “best practices” for private, residential housing. The VRHP requires that all procedures be “neutral, fair and reasonable.”
- B. Generally, Lessees must maintain their housing units and are responsible for any damage they cause to a housing unit, normal wear and tear excepted.
- C. Housing units are inspected on a semi-annual basis, primarily for the purpose of ensuring that there are no health and/or safety conditions that require attention. During inspections, inspectors may also observe damage to housing units for which Lessees are responsible.
- D. Maintenance staff may also observe damage to housing units for which Lessees are responsible during the course of responding to tenant requests for maintenance.
- E. The VHC wants to adopt a procedure by which damage to housing units for which Lessees are responsible is addressed promptly and not solely at the end of a tenancy.

**Procedures**

- 1. If staff becomes aware of any damage to a housing unit for which a Lessee is responsible, whether during the course of an annual inspection, a maintenance visit, or otherwise, staff shall promptly document the damage, which shall include a written description of the damage and photographs, if appropriate.
- 2. Staff shall provide written notice (Notice) to the Lessee of the damaged housing unit. The Notice shall include a description of the damage, any supporting photographs, a suggested remedy, a timeframe within which the remedy must be completed (the “Cure Period”), and if the remedy is not to be solely undertaken by the Lessee, an estimated cost for the repair to be carried out either by staff or a third-party contractor.

Following issuance of a Notice, a Lessee has three options:

- a. Comply with the Notice: If a Notice calls for the Lessee to complete a remedy, a Lessee may complete the remedy within the Cure Period and then provide written notice to the City that the remedy has been completed. Staff shall be entitled to inspect any remedy to confirm that the remedy is sufficient to address the damage in question.
  - b. Consent to Remedy and Pay Estimated Costs: If a Notice requires a remedy that will be done either by staff and/or a third-party contractor, a Lessee may consent to the remedy and pay to the City any estimated costs associated with the remedy. The Lessee shall remain liable for the actual cost of the remedy. If the deposit is insufficient, the Lessee shall pay any difference in cost. If a part of the deposit is unused, the City shall refund any unused portion of the deposit.
  - c. Dispute the Notice: If a Lessee wishes to dispute a Notice, the Lessee shall have ten (10) days from the date of the Notice to provide a written objection to the City. The Lessee shall provide the grounds for the objection (for example, the tenant did not cause the damage or the suggested remedy is not appropriate). Thereafter, staff and the Lessee shall cooperate in good faith to resolve any disputes. If a dispute is resolved, the Lessee shall either comply with the Notice, as amended, if amended, pursuant to Paragraph 2(a) above, or consent to the remedy, as agreed upon, and pay estimated costs, pursuant to Paragraph 2(b) above.
3. If a Lessee fails to provide consent as required, the City shall be authorized to take all steps that are reasonable and appropriate to remedy any damage to a housing unit, and the Lessee shall be responsible for all costs reasonably incurred to remedy any damage to a housing unit for which the Lessee is responsible.
  4. If at the time of a lease renewal for a lease for a specified term a Lessee has any unresolved issues relating to damage to a housing unit for which the Lessee is responsible, the Lessee may not extend the term of the lease until either the damage in question is remedied or there is a plan in place by which the Lessee will address and be financially responsible for any appropriate and applicable remedy.
  5. For any Lessee who has a month-to-month lease, after 60 days following the issuance of a Notice, if the damage is not remedied and if there is no plan in place to remedy the damage, the Lessee shall be given a 30-day notice to the effect that if the damage is not remedied and/or if there is no plan in place to remedy the damage, the lease may be subject to termination. If at the end of this extended notice period the damage is still not remedied and/or there is no plan in place to remedy the damage, staff shall take all appropriate steps to terminate the lease

and to hold the Lessee responsible for all damage for which the Lessee is liable under the applicable lease.