

# RLRA Risk Mitigation Program (RMP) Frequently Asked Questions

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### **Section A: General Information**

Please see the [RLRA RMP policies](#) for further detail.

**Q1:** *What is a Regional Long-Term Rent Assistance (RLRA) voucher?*

**A:** It is a voucher that is funded by the Supportive Housing Services Act that Metro voters passed in 2020. The RLRA voucher program was established by Clackamas, Multnomah, and Washington counties and is available only in those counties. There are two (2) types of RLRA vouchers, tenant-based and project-based, both of which must be used within the Metro boundary of the three counties.

**Q2:** *Who administers the RLRA vouchers?*

**A:** Each county has a housing authority that administers the RLRA vouchers: the Housing Authority of Clackamas County, the Housing Authority of Washington County, and Home Forward (Multnomah County).

**Q3:** *How do I know whether my tenant has an RLRA voucher versus a different type of rent assistance, such as a Housing Choice Voucher (HCV)?*

**A:** When your tenant qualified for a rent assistance voucher, the housing authority administering the voucher sent you a contract to sign. If you signed an RLRA Agreement for Rent Assistance (ARA), your tenant has an RLRA voucher. If you signed a Housing Assistance Payment (HAP) contract, your tenant has an HCV. If you are unsure what type of voucher your tenant has, please contact the housing authority that issued the voucher to your tenant or your county's landlord liaison for assistance.

**Q4:** *What is the difference between project-based and tenant-based RLRA?*

**A:** A project-based RLRA voucher is attached to a specific unit or property. A tenant-based RLRA voucher can move around with the tenant. If you are unsure which type of RLRA voucher is paying part of the rent to you, please contact the housing authority that issued the voucher to your tenant or your county's landlord liaison for assistance.

**Q5:** *What is the RLRA Risk Mitigation Program (RLRA RMP)?*

**A:** The RLRA RMP is an added benefit for landlords/owners who participate in the RLRA voucher program. Landlords/owners are able to request reimbursement for excessive physical damages or operational losses related to RLRA units. The RLRA RMP serves Clackamas, Multnomah, and Washington counties.

**Q6:** *Is the RLRA RMP available to me?*

**A:** If you are a landlord/owner who owns a unit with project-based RLRA located within the Metro boundaries or if you rent a unit within the Metro boundaries to a household that has a tenant-based RLRA voucher, the RLRA RMP is available to you.

**Q7:** *What role does Housing Development Center (HDC) play?*

**A:** HDC runs the RLRA RMP for Clackamas, Multnomah, and Washington counties. HDC handles the claims, leads an RLRA RMP Advisory Committee, and plans trainings and events.

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## Section B: Claim Process

Please see the [RLRA RMP policies](#) for further detail.

**Q1:** *How do I submit a claim?*

**A:** Claims are submitted directly to HDC ([see Section A, Q7 for more information about HDC](#)). Find claim forms and additional information here: <https://www.hdc-nw.org/rlra-rmp>.

**Q2:** *Do I have to send documents?*

**A:** Yes. The types of documents required will vary depending upon the type of claim being filed and the circumstances prompting the claim. For a full list of documents you may be required to submit, see the Documentation Checklist tab of the RLRA RMP Claim Workbook, which you can download from HDC's RLRA RMP web page at <https://www.hdc-nw.org/rlra-rmp>.

**Q3:** *What is a "type of claim"?*

**A:** You can submit a claim for two types of financial harm: costs to repair excessive physical damage and operational losses (e.g., unpaid rent). You should not submit a claim for normal wear and tear or normal unit turnover costs. See [Section C: Physical Damage Repair Eligibility](#) and [Section D: Operational Loss Eligibility](#).

**Q4:** *If the tenant is still living in the unit, can I file a claim?*

**A:** Yes. The tenant doesn't have to leave the unit or be evicted in order for you to submit a RLRA RMP claim.

**Q5:** *What if I get money from other places for some of the items that I want to include in the claim?*

**A:** You will be asked to provide information about additional reimbursement sources on the RLRA RMP claim form. If your claim is approved, it will be reduced by those amounts. Please see the [RLRA RMP policies](#) for a list of common types of reimbursement sources, such as security deposits, that could reduce the amount the RLRA RMP pays for your claim.

**Q6:** *Do I have to file an insurance claim before an RLRA RMP claim?*

**A:** No, you don't. But please keep in mind that the RMP is not intended to replace property insurance. If you are filing an RLRA RMP claim greater than \$10,000 and choosing not to file an insurance claim, HDC may elect to (1) pay the claim; (2) reduce the claim to the amount of the insurance deductible; or (3) deny the full claim.

**Q7:** *If the money I get from an RLRA RMP claim doesn't cover everything the household owes, can I collect the remaining amount from the household?*

**A:** Yes. Any amount paid to you from the RLRA RMP must be subtracted from the amount owed by the RLRA tenant.

**Q8:** *Is an RLRA RMP payment evidence that a tenant admits wrongdoing?*

**A:** No. Payments by the RLRA RMP for approved claims are not evidence that specific individuals or households are culpable for damage or loss covered by the claims.

**Q9:** *Is there a time limit for when a claim can be submitted?*

**A:** Yes, a landlord/owner must file the claim no later than 12 months after the operational loss or the date the damage occurred (or when unreported damages were discovered).

**Q10:** *If a tenant exits the RLRA program and remains in the same unit, can I still file an RLRA RMP claim?*

**A:** Yes, but you will need to show that the damages or losses occurred while the tenant was part of the RLRA program. We suggest scheduling a unit inspection if a tenant exits the RLRA program to document the unit condition at that time.

**Q11:** *How long will it take to get money from the RLRA RMP?*

**A:** A decision to approve or deny your claim will typically occur within ten (10) business days of HDC receiving the completed claim form and all the required documentation. Most claims will be paid within 120 days of approval. HDC will notify you in the unusual circumstance that payment is expected to be delayed beyond 120 days.

**Q12:** *If my claim request is denied or reduced, may I appeal the decision?*

**A:** Yes, if you believe your claim request was denied or reduced in error, you may appeal the decision. Simply (1) write to HDC at [rlra-rmp@hdc-nw.org](mailto:rlra-rmp@hdc-nw.org) requesting that the decision be reviewed and (2) provide clarifying information and/or substantiating documentation to support your appeal. When both steps are complete, HDC will contact you within (10) business days to notify you of its decision regarding your appeal.

**Q13:** *Will I have to fulfill any reporting requirements after getting an RLRA RMP payment?*

**A:** Although no reporting is required after a claim is paid, we will send you an evaluation survey to ask for feedback on the process and to help improve the program.

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## Section C: Physical Damage Repair Eligibility

Please see the [RLRA RMP policies](#) for further detail.

**Q1:** *What type of damage can I claim?*

**A:** Physical damage repair claims may include the following:

1. Excessive cleaning.
2. Debris removal.
3. Extermination.
4. Repair of doors, walls, or cabinetry (beyond normal wear and tear).
5. Other damages exceeding those normally experienced.
6. An administrative fee for supervision of repairs of up to 5% of the amount of the qualifying physical repair costs.
7. In some instances, damage to common areas by an RLRA-assisted household member or guest of that household.

**Q2:** *What if there are multiple units damaged?*

**A:** If the damage was caused by the actions of the RLRA household or a guest of that household, then up to five (5) total units, including the RLRA unit, and common areas can be included in a physical damage claim.

An example would be a flood caused by the RLRA household leading to water damage to that unit and to surrounding units.

**Q3:** *Is there damage that I can't claim?*

**A:** Normal wear and tear (like minor carpet repair/cleaning) and normal turnover expenses (like cleaning and painting) aren't allowed. Neither is damage that wasn't caused by the actions of the RLRA household or by a guest of that household (such as water damage from a burst pipe or faulty plumbing).

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## Section D: Operational Loss Eligibility

Please see the [RLRA RMP policies](#) for further detail.

**Q1:** *If the tenant doesn't pay their part of rent, can I claim that amount?*

**A:** You can ask for up to 90 days of the tenant's portion of rent if they didn't pay. As part of the claim process, you will be asked to submit documentation of efforts you made to collect the unpaid rent.

**Q2:** *Can I claim the full rent, both the tenant's portion and the amount the county pays?*

**A:** No, in most cases you cannot. However, you may be able to claim the full rent if the RLRA household causes excessive damage to the unit that leads to a longer-than-normal unit turnover period or if you are holding the unit for a qualified RLRA tenant.

**Q3:** *What if the tenant owes me for other things?*

**A:** You can include late fees and lease break fees in a claim. Other unpaid tenant charges may also be included, depending upon circumstances.

**Q4:** *What if I have to evict a tenant or take a tenant to court?*

**A:** Legal fees associated with charging a tenant for a violation of a lease or a state law may be claimed from the RLRA RMP. However, you will need to show that you tried to avoid legal action.

**Q5:** *What if I needed to relocate the tenant?*

**A:** When a move is necessary to protect the property, staff, or other tenants from physical harm, those relocation expenses can be part of your claim.

**Q6:** *What are examples of operational losses that I can't include in a claim?*

**A:** Increases to insurance premiums, supportive services costs, and lost rent during the initial lease-up period are examples of ineligible expenses.

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## **Section E: Limits to Claim Amounts**

Please see the [RLRA RMP policies](#) for further detail.

**Q1:** *Is there a limit to the amount of money I can receive from one RLRA RMP claim?*

**A:** Yes. The amounts are different for tenant-based RLRA vouchers and project-based RLRA units. For tenant-based RLRA vouchers, the maximum amount is \$5,000 per claim. For project-based RLRA units, the maximum amount is based on the type of unit (one-bedroom, two-bedroom, etc.). Please see the [RLRA RMP policies](#) or contact HDC at [rlra-rmp@hdc-nw.org](mailto:rlra-rmp@hdc-nw.org) for further details.

**Q2:** *Can I submit more than one claim to the RLRA RMP?*

**A:** Yes, but each claim must be for a different situation/incident.

**Q3:** *Is there a maximum amount of claim money I can receive from the RLRA RMP for a project-based RLRA unit?*

**A:** Yes, but the RLRA RMP lifetime maximum applies to the entire property, not to the unit. The lifetime maximum is based on how many project-based RLRA units you have at your property. Please see the [RLRA RMP policies](#) or contact HDC at [rlra-rmp@hdc-nw.org](mailto:rlra-rmp@hdc-nw.org) for further details.

**Q4:** *Is there a maximum amount of claim money I can receive for a tenant-based RLRA voucher?*

**A:** Yes, the maximum claim limit for a tenant-based RLRA voucher is \$5,000 per household for the life of the tenancy. Multiple claims can be filed for the same household until the cap is reached.



**Q5:** *If the tenant's lease renews, then does the \$5,000 max reset?*

**A:** No, the maximum does not reset with a lease renewal.

**Q6:** *What if an RLRA household causes damage to multiple units?*

**A:** You can include costs of damages to up to five (5) units in a single RLRA RMP claim. The maximum amount of money you might receive for a single claim is different for tenant-based RLRA vouchers and project-based RLRA units. For a claim involving a tenant-based RLRA voucher, the maximum is \$5,000 per unit. For a claim involving a project-based RLRA unit, the maximum will be based on the types of units involved (one-bedroom, two-bedroom, etc.). Please see the [RLRA RMP policies](#) or contact HDC at [rlra-rmp@hdc-nw.org](mailto:rlra-rmp@hdc-nw.org) for further details.

**Q7:** *What if an RLRA household causes damage to common areas?*

**A:** You can include those costs in your claim, but you will need to provide proof that the RLRA household or a guest of that household caused the damage. The claim form will automatically distribute those costs equally to all the units included in the claim.

**Q8:** *When I submit invoices for damages to multiple units, do the costs need to be broken out by unit?*

**A:** No. While it is preferred that you submit invoices with costs broken out by unit, the claim form will automatically distribute those costs equally to all the units included in the claim.

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