

# Disaster Relief

## *Avoiding Frauds and Deception*

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When the disaster has passed, it is time to survey the damage and begin cleanup. Homeowners are often devastated when they see the damage. The damage may be downed trees and structural damage. The situation may seem desperate. Delayed repairs may invite more damage, or you may not be able to live in your home until repairs are made.

This stressful time may make homeowners easy targets for unethical workmen who take advantage of someone anxious to begin home repair work. Victims must be careful about hiring strangers to remove trees and do repair work. Read every agreement and credit contract carefully and evaluate it before signing. Shoddy workmanship and price gouging are common in crises.

### **Tree Removal**

When the storm is over, workers may appear with chainsaws, eager to make a "fast buck" removing trees and other damaged property. Tree removal requires great skill; the best bet is to contact local tree services.

Improperly felled trees can damage your home or a neighbor's. Also, the tree cutter may be injured. Professional tree services are licensed, insured, and experienced; they carry liability insurance protecting the homeowner from a lawsuit in case of an accident.

Ask for a cost estimate of the work and a schedule for completion of the work. Will the trees be removed from your property after they are cut? Will stumps remain? Try to get estimates from more than one tree service. All details of the

agreement should be in a contract and signed by the tree service and homeowner.

If there is much local damage, tree services from throughout the region may come to help clear. Before hiring one of these companies, ask to see its license and evidence of liability insurance. Get all pertinent information in a written contract before hiring anyone and before work begins.

If you decide to hire an independent tree cutter in spite of the risks involved, draw up a written contract that clearly spells out the work to be done (such as number of trees to be cut, stump height or treatment, what is to be done with the cut trees and by whom, beginning and completion date of work, and amount to be paid and when). NEVER pay for work before it is done. Include a statement about who is responsible for expenses in case of an accident. This should include what happens if the worker damages your property accidentally and who pays if the worker is accidentally injured. This statement doesn't assure protection, but it may help.

### **Home Repairs**

The homeowner should immediately contact his/her insurance company, if the home is insured. The insurance company may require specific procedures be followed to collect for repairs. If the homeowner is responsible for arranging for the repairs, there are certain precautions to follow. Take time to investigate the work quality and reliability of the home repair contractor or the worker that you are considering hiring.

Shoddy work will only increase your loss and frustration. Ask to see any applicable

licenses. Always get any agreement in writing, signed by both parties before work begins. Verbal agreements can be misunderstood and usually can't be enforced. Contracts for home improvement projects should include the following information:

- Approximate date for beginning the work and the completion date, unless a specific disclosure states that no completion date is provided. Always require a completion date be given.
- A description of the work to be done. Always require this to be detailed, describing the materials and grades to be used as well as the repairs to be made.
- All financing information required by state and federal laws.
- Any warranty agreements.
- Name and address of contractor and person for whom work is to be done.

Never sign a completion certificate until all work is satisfactorily done. Also, never pay a home repair contractor or a worker for work before it is done. If considerable work is to be done, you may divide the cost for the work to be done into several payments, paying half the cost when the job is half done, for example. You may want to pay for materials directly to the supplier. (If a worker collects for materials and then doesn't pay the supplier, a lien may be put on your property.)

## Landlords and Tenants

If you are renting a residence that is damaged, you have special rights and responsibilities. Repairs are the landlord's responsibility. You should immediately notify the landlord of any damage to the property and reasonably try to help protect it from any additional damage. The landlord is responsible for having the residence repaired and returned to livable condition. If repairs are not made within a reasonable time, the tenant has the right to reduced rent or perhaps to terminate the lease and move. But damage to your personal property is your own responsibility.