

# Disaster Relief

## *Avoiding Fraud and Deception*



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 include 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 people who take advantage of those who are 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 work and price gouging are common during 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; your best bet is to contact a professional tree service company.

Improperly felled trees can damage your home or a neighbor’s. Also, the tree cutter may be injured. Professional tree service companies 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 company. All details of the agreement should be in a contract and signed by the tree service company and the homeowner.

If there is much local damage, tree service companies throughout the region may come to help. 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 a worker damages your property accidentally and who pays if a worker is accidentally injured. This statement doesn’t ensure protection, but it may help.

### **Home Repairs**

If the home is insured, the homeowner should immediately contact his or her insurance company. 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. However, damage to your personal property is your own responsibility.

---

### Information Sheet 1700 (POD-11-18)

Reviewed by **Rebecca Smith**, PhD, Assistant Extension Professor, Agricultural Economics. From The Disaster Handbook - 1998 National Edition, University of Florida/Institute of Food and Agricultural Sciences SP 2431.



*Copyright 2018 by Mississippi State University. All rights reserved. This publication may be copied and distributed without alteration for nonprofit educational purposes provided that credit is given to the Mississippi State University Extension Service.*

Produced by Agricultural Communications.

Mississippi State University is an equal opportunity institution. Discrimination in university employment, programs, or activities based on race, color, ethnicity, sex, pregnancy, religion, national origin, disability, age, sexual orientation, genetic information, status as a U.S. veteran, or any other status protected by applicable law is prohibited. Questions about equal opportunity programs or compliance should be directed to the Office of Compliance and Integrity, 56 Morgan Avenue, P.O. 6044, Mississippi State, MS 39762, (662) 325-5839.

Extension Service of Mississippi State University, cooperating with U.S. Department of Agriculture. Published in furtherance of Acts of Congress, May 8 and June 30, 1914. GARY B. JACKSON, Director