

## **FAIRHAVEN HOUSING AUTHORITY RENT COLLECTION POLICY**

A. PURPOSE – This rent collection policy will outline, identify and clarify rent collection procedures for both Tenants and Office/Administrative personnel to insure proper implementation and a full understanding of the how the procedures will be applied in the majority of circumstances.

### B. TENANTS IN OCCUPANCY

1. Rent is due monthly in advance, on or before the first (1st) day of each month.
2. The obligation of the rent payment is agreed by both parties – the Authority (management) and the Tenant – as an integral, contractual part of the lease and continues on a monthly basis for the term of the lease, without the requirement of a billing system.
3. Rent for any fraction of a month of occupancy at the beginning or end of the term shall be charged on a pro rata basis.

### C. LOCATIONS AND METHOD OF PAYMENT

1. Rent checks or money orders will be accepted at the Main Office located at Oxford Terrace, 275 Main St. Fairhaven, MA 02719 or by mail.
2. Rent payments may also be collected electronically. An Electronic Fund Rent Payment form must be completed by any tenant who would like their rent payment to be collected electronically each month. A copy of a VOIDED check or clear Account and Routing Numbers will need to be provided. A tenant's family member should sign off that they are aware that electronic rent collection will have been arranged and will commence. Electronic rent payments are collected on the 4<sup>th</sup> day of the month or the first business day following the 4<sup>th</sup> of the month.

### D. RECEIPTS

1. Cancelled checks or money order/bank check copies will serve as receipts.
2. Receipts will not be provided unless the tenant requests proof of payment for a specific purpose in which case the tenant will contact the Authority and request a written confirmation of their rent payment. The tenant will give advance notice to the Authority of such need.

#### E. THIRD PARTY CHECKS

1. No third party checks will be accepted for rent payment. "Third Party" is defined as any check made out to the tenant by another person, agency, firm or other entity.

#### F. RENT DELINQUENCY

1. If rent is not received in the office by the fifteenth (14<sup>th</sup>) of the month, a statement shall be mailed to all residents not having paid their rent in full
2. In the event that the tenant shall fail to pay all or any part of the rent within thirty (30) days of its due date the Fairhaven Housing authority will charge a late fee penalty of \$25.00.
3. A Fourteen Day Notice to Quit for Non-payment of Rent may be served to the tenant if rent is not received in full by the last business day of the month. Prior to issuing such notice, except where the tenant is habitually delinquent in paying rent and has had a prior opportunity for discussion within the prior six months, the Fairhaven Housing Authority shall provide the tenant with an opportunity to discuss the reason for the late payment.
4. Tenants who wish to pay their arrearage during the Fourteen Day Notice to Quit period must pay all rent owed as well as all other charges accrued as a result of late payment of rent. Charges may include late fees, court or service fees if applicable.
5. Partial payments will be accepted during this period of time but shall be accepted for "Use and Occupancy" by the Authority, without waiving the Authority's managerial rights to the eviction process.
6. All monies that are received for "Use and Occupancy" shall be applied to past arrearage starting with the first month of delinquency and proceeding forward. This shall apply to all programs that the Easton Housing Authority administers.

#### G. RENT AGREEMENTS

1. Agreements for rent payments will be made with the tenants who have demonstrated and documented hardship.
2. In these cases, management will enter into a rental payment/arrearage payment agreement with reasonable payment schedules. Management after reviewing the hardship will define the term "reasonable". Tenants will be discouraged from entering into payment scheduled agreements

that clearly impose a borderline, financial burden on them and put them at risk of violating the agreement.

3. Failure by the tenant to meet the specific agreement dates and/or payment amount will constitute reason for management to commence eviction proceedings.

#### H. INSUFFICIENT FUNDS

1. A tenant who tenders a personal check for rent payment that does not clear the bank because of “insufficient funds” will be charged an overdraft fee if the authorities bank charges fee.
2. Personal checks will not be accepted after two rent payment checks are returned for insufficient funds.

#### I. FORMER TENANTS

1. The Fairhaven Housing Authority may pursue collection of arrearage from tenants leaving the Authority with a balance due.
2. Methods of rent recapture will include, but not limited to securing the tenant’s forwarding address (through the postal system, by neighbors, next of kin, place of employment, public records, i.e. Registry of Motor Vehicles etc.), through the services of a rental collection agency or through Small Claims Court.
3. Any former tenant who left the Fairhaven Housing Authority owing money, for rent arrearage, property damage or other charges or fees, and who reapplies for tenancy will not be accepted for any program managed by the Fairhaven Housing Authority until he/she provides the following:
  - a. Payment in full for all charges, fees, arrears, legal fees, etc., by money order or bank check.
  - b. After receipt of all monies owed to the Authority by the applicant, the Authority will perform the same screening procedures as for all other applicants. If the applicant does not qualify for housing following the screening procedures, the applicant will be denied housing.