

# STOUGHTON HOUSING AUTHORITY

## RENT COLLECTION POLICY

### A. PURPOSE

### B. TENANTS IN OCCUPANCY

1. Rent is due monthly in advance, on or before the fifth (5<sup>th</sup>) day of each month for Federal Developments. Rent is due monthly in advance, on or before the first (1<sup>st</sup>) day of each month for State Developments.
2. The obligation of the rent payment is agreed by both parties – the Stoughton Housing Authority 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.

### C. LOCATIONS AND METHOD OF PAYMENT

1. Rent will be accepted at the Main Office located at 4 Capen Street, Stoughton, MA 02072 or by mail.

- ### D.
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.
2. This does not include TANF vendor payments, which are made out directly to the Stoughton Housing Authority.

## F. RENT DELINQUENCY

1. If rent is not received in the office by the fifteenth (15<sup>th</sup>) of the month, a statement shall be mailed to all residents not having paid their rent in full.
2. A Fourteen Day Notice to Quit for Non-payment of Rent will be served to the tenant if rent is not received in full by the last business day of the month.
3. 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, if applicable.
4. 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.
5. 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 Stoughton Housing Authority administers.

## G. RENT AGREEMENTS

1. Repayment agreements must be executed within (30) thirty-days of tenant arrearage. The Site Manager shall determine any and all re-payment agreements.
2. In these cases, the SHA will enter into a repayment having reasonable payments and schedules. Tenants will be discouraged from entering into a repayment agreement 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 the Site Manager 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.
2. Direct debit and personal checks will not be accepted after two rent payment checks are returned for insufficient funds.

## I. FORMER TENANTS

1. The Stoughton 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 Stoughton 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 Stoughton 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.