

Andover Housing Authority
RENT COLLECTION POLICY

The Andover Housing Authority will vigorously pursue timely rent collection.

Specifically:

1. Rent is payable in advance on or before the first day of each month by personal check, money order, certified bank check, or the **preferred method** of direct debit from your account. We do not accept postdated rent checks! Cash payments are not accepted. Rent may be paid at any time before the rent due date.
2. Rent received after office closing time on any day is considered received on the next regular business day. Rent received on a weekend or holiday is considered received on the next regular business day.
3. The tenant may request a delay in rent payment not to exceed 14 days. Such request must be made in writing and be approved by the authority prior to the date that rent is due and will only be granted in extraordinary circumstances.
4. If all or any part of the monthly rent payment is received after office closing time on the seventh of the month, then the unpaid rent shall be declared delinquent. Office hours are as follows: Monday-Thursday 8:00 a.m. – 4:15 p.m., and Friday 8:00 a.m. – 12:00 p.m.
5. If any rent arrearage exists after the 30th day of any month, the authority will charge a \$25.00 late fee in accordance with state regulations.
6. Except for households exempted by law (gold star mothers, veterans, and widows/widowers of veterans), any over housed tenant who refuses to sign a new lease and move to a unit of appropriate size within 30 days of the AHA Notice of Transfer, will thereafter be charged 150% of the current rent. The AHA will continue to collect the higher rent until such time that another appropriately-sized unit becomes available AND the tenant signs a lease and agrees to move to the new unit.
7. The tenant shall be assessed any charges that are assessed to the AHA by the bank for insufficient funds. If two checks are returned for insufficient funds in any twelve month period, personal checks will no longer be accepted for rental payments.
8. Misrepresentation, nondisclosure, or late disclosure of income, failure to report changes in household size, or other fraudulent acts which violate rent collection provisions in the lease, will result in immediate initiation of eviction proceedings. Any applicable interest accrues during

periods of nonpayment. The authority will aggressively pursue collection of overdue rental monies.

9. If a tenant fails to pay all or any part of the rent by the seventh of the month, the authority will declare the rent delinquent and issue a Notice of Lease Termination/notice to Quit. Before issuing such a Notice, except where the tenant is habitually delinquent in paying rent and has had an opportunity for discussion within the prior six months, the authority will provide the tenant with an opportunity to discuss the reason for nonpayment.
10. Upon expiration of the Notice to Quit, the authority will serve a Summary Process Summons and Complaint on tenant and file the action in a court of appropriate jurisdiction. If the authority prevails, the tenant will pay all expenses incurred by the authority as a result of the tenant's failure to pay rent. These costs include filing fees, sheriff/constable costs, and moving/storage costs in eviction actions commenced on account of tenant's nonpayment of rent. If the parties execute an Agreement for Judgment, the authority will negotiate for tenant payment of all costs.
11. When management or a tenant properly terminates the lease, and tenant leaves between rent payment dates, the rental amount will be adjusted proportionally.

Amendment to #11

When management or a tenant properly terminates the lease, and tenant leaves between rent payment dates, the current monthly rent due on the 1st of each month should be paid in full. Upon final inspection of the apartment, the AHA will issue a refund for any overpaid rent minus any damage or clean out charges that may be assessed.

In addition, if the AHA has a pet deposit on account, the tenant will be issued a full refund barring there are no damages from said pet after the final inspection upon move out.

Any refunds will require a forwarding address.

Adopted by the Board of Directors

May 18th, 2017

12. The tenant's lease and or state regulations may contain additional provisions regarding rent payment and collection.
13. Repayment Agreement: A repayment agreement made with The Andover Housing Authority for money owed, cannot exceed \$1,200.00, paid in \$100.00 monthly increments, and will only be granted at our discretion, after all monies owed exceeding \$1,200.00 is paid in full first.

ADOPTED BY THE ANDOVER HOUSING AUTHORITY BOARD OF COMMISSIONERS
ON April 15th, 2010.