

ANDOVER HOUSING AUTHORITY

RENT COLLECTION POLICY

In order to maintain the financial liquidity of the Andover Housing Authority (AHA) and to ensure that the level of services provided by the AHA is of the highest quality, the Andover Housing Authority will vigorously pursue timely rent collection.

Timely Rent Payments:

In accordance with the Authority's lease, rent is due on the first day of the month. After the 7th day of the month, rent is considered late.

Rent received after the close of business is considered to be received on the next regular business day. Rent received on a weekend or holiday is considered to be received on the next regular business day.

Office Hours are as follows: Monday-Thursday: 8:00AM-4:15PM.

Friday: 8:00AM-12:00PM

If the tenant fails to pay all or any part of the rent within thirty (30) days of its due date, AHA may impose a late fee in the amount of \$25.00 for failure to pay rent when due. If the tenant shows good cause for late payment of rent, the AHA, at its discretion, may waive the fee for late payment.

Payment:

Rent is to be paid by personal check, certified bank check, money order, or the preferred method of direct debit. The Andover Housing Authority will not accept postdated rent checks.

Tenants have the option of dropping off their payment to the AHA main office during business hours or if after hours, in the drop box outside of the AHA Administrative Office. Tenants may also mail their rent to:

Andover Housing Authority
100 Morton Street
Andover, Massachusetts 01810

Tenants shall be assessed for any charges that the AHA incurs due to returned checks from 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.

Late Rent Procedures:

1. Staff will compile a list of all tenants that have not paid their rent by the 7th calendar day of the month and a Late Rent Notice will be sent.

2. If, by the 15th calendar day, the rent remains unpaid, staff will send out a Late Rent/Rent Conference Notice to each tenant on the list stating that they are now delinquent in their rent and restate the terms regarding rent collection upon which they signed their lease. The notice will designate a date and time for a Rent Conference and request that the tenant confirm their intent to attend the meeting. The date and mode of reply (phone, in person or by letter) are to be noted in their Tenant File. Attendance at a Rent Conference that is scheduled based on the issuance of a Late Rent Notice is considered mandatory by the Authority.
3. The tenant must plan to attend the meeting as scheduled or contact the Andover Housing Authority Administrative Office to reschedule. The Authority will take all reasonable steps to meet a tenant's scheduling needs.
4. If the tenant does not confirm their intent to attend the meeting within five (5) calendar days of the issuance of the Late Rent/Rent Conference Notice, the AHA will issue a 14-Day Notice to Quit.

If the tenant confirms and misses the scheduled meeting and has not paid rent in full, then the AHA will proceed with the issuance of a 14-Day Notice to Quit.

If the tenant pays the rent before the meeting, the meeting will still occur to discuss the tenant's rent payment history and to review/clarify the conditions of their lease.

Failure to attend this conference, under these circumstances, will be considered a minor lease infraction under the AHA lease.

5. Upon attending the Rent Conference, a Reasonable Rent Repayment Schedule will be established.

The payment schedule for the past due rent will be formalized in a contract format with the tenant agreeing to the payment schedule and the Andover Housing Authority agreeing to refrain from the continuation of any eviction proceeding for nonpayment of rent so long as the terms of the agreement are followed.

As one of the conditions of the agreement, the tenant will waive their right to any additional Rent Conferences should they violate the conditions of the agreement. If the Head of Household fails to abide by the agreement, the Authority will send a 14-Day Notice to Quit and start the eviction process.

Misrepresentation/Non-Disclosure of Income Procedures:

As per the Andover Housing Authority's lease agreement, a tenant's rent is based upon their household's income and size. All residents are required to report all sources of income, changes in

their income, and changes in family size. Any misrepresentation, non-disclosure, or late disclosure, failure to report changes in household size, or other fraudulent acts are violations of the AHA lease agreement.

1. Tenant shall be liable for any rent which should have been paid but for Tenant's misrepresentation or nondisclosure, and any applicable interest for the period of nonpayment.
2. Staff will issue the tenant a statement requesting payment in full.
3. If payment in full is not received within fourteen days of the statement's issuance, staff will send out a Rent Conference Notice stating that they are in violation of their lease agreement with the Andover Housing Authority.
4. The notice will designate a date and time for a Rent Conference and request that the tenant confirm their intent to attend the meeting. The date and mode of reply (phone, in person or by letter) are to be noted in their Tenant File.
Attendance at a Rent Conference that is scheduled based on the issuance of a Rent Conference Notice is considered mandatory by the Authority.
5. The tenant must plan to attend the meeting as scheduled or contact the Andover Housing Authority Administrative Office to reschedule. The Authority will take all reasonable steps to meet a tenant's scheduling needs.

If the tenant does not confirm their intent to attend the meeting within five (5) calendar days of the issuance of the Rent Conference Notice, the AHA will issue a 14-Day Notice to Quit.

If the tenant confirms and misses the scheduled meeting and has not paid rent in full, then the AHA will proceed with the issuance of a 14-Day Notice to Quit.

If the tenant pays the rent before the meeting, the meeting will still occur to discuss the tenant's rent payment history and to review/clarify the conditions of their lease.

Failure to attend this conference, under these circumstances, will constitute cause for termination of the lease and eviction.

6. Upon attending the Rent Conference, a Reasonable Rent Repayment Schedule will be established.

The payment schedule for the amount due will be formalized in a contract format with the tenant agreeing to the payment schedule and the Andover Housing Authority agreeing to refrain from the continuation of any eviction proceeding for nonpayment of rent so long as the terms of the agreement are followed.

As one of the conditions of the agreement, the tenant will waive their right to any additional Rent Conferences should they violate the conditions of the agreement. If the Head of Household fails to abide by the agreement, the Authority will send a 14-Day Notice to Quit and start the eviction process

Eviction Proceedings:

The Andover Housing Authority will initiate eviction proceedings in the following instances:

- Tenant fails to pay their rent in full by the last day of the month and/or
- Tenant violates a repayment agreement.

The Andover Housing Authority will follow all applicable state laws during eviction proceedings. Any payments received from the tenant will only be accepted on a “use and occupancy” basis.

All costs incurred by eviction proceedings shall be charged to the tenant. These costs include but are not limited to filing fees, sheriff/constable costs, and moving/storage expenses.

Transfers and Terminations:

Overhoused Households

In the event that the size of Tenant’s household does not warrant the number of bedrooms in the leased premises, and, as a consequence, the Tenant Household is determined to be overhoused, unless an exception is provided by law (gold star mothers, veterans, and widows/widowers of veterans), upon availability of a smaller unit of appropriate unit size, LHA shall offer to lease such smaller unit to Tenant who shall have thirty (30) days within which to sign a new Lease and to move to the unit of appropriate unit size.

Following expiration of thirty (30) days, if Tenant shall have failed or refused to transfer to a unit of appropriate unit size offered by LHA, Tenant’s monthly rent shall be 150% of the rent which would otherwise have been charged to Tenant. By charging such increased rent, LHA shall not have condoned Tenant’s breach of Tenant’s obligation to pay rent when due, and LHA shall not thereby waive any rights to issue a notice of termination of the Lease, to bring eviction proceedings against Tenant and to collect arrearages, constable fees and costs on account of the Tenant’s failure to pay rent when due.

Terminations

The current monthly rent due on the 1st of the month should be paid in full prior to vacating the leased premises. Upon final inspection of the vacant unit, the AHA will issue a refund for any overpaid rent minus damages 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 require a forwarding mailing address.

Adopted: April 15, 2010

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