

MEDFORD HOUSING AUTHORITY

RENT COLLECTION POLICY

I. POLICY STATEMENT

This policy is adopted by the Medford Housing Authority (MHA) and applies to all residents in both state and federal housing. It addresses the manner in which residents must pay their monthly rent and the consequences of late payment or non-payment of rent due to MHA. The MHA is committed to enforcing this policy in an equitable and non-discriminatory manner.

II. MONTHLY RENT

In accordance with HUD regulations, residents of federal developments are charged 30% of their monthly adjusted income for rent. Adjusted income is calculated by deducting from gross income allowable expenses, such as childcare and medical, as well as deductions for dependents and elderly households. Eligibility for specific allowances depends upon the tenant's individual circumstances.

Residents of state elderly/handicapped developments who pay no utilities are charged 30% of net monthly income and residents of family developments who pay no utilities are charged 32% of net monthly income.

In state developments where utilities are paid by the resident, a resident's share of rent is based on 30% of income in family housing and 25% of income in elderly/handicapped housing.

In federal developments where utilities are paid by the resident, a utility allowance is deducted from the rent. In federal developments where residents provide a refrigerator an allowance is deducted from the rent.

III. RENT PAYMENTS

Rent shall be paid by (1) contacting the MHA Housing Manager to set up automatic payment from the resident's bank account; (2) mailing to MHA's Lock Box at Century Bank to: Medford Housing Authority, Post Office Box 255, Medford, MA 02155; or (3) tendering in person at any Century Bank branch. Residents when paying rent at the bank or to the lock box will include a rent coupon (which is obtained from the resident's housing manager) with their payment. The MHA will **NOT** accept rent payments at the MHA's main administrative office located at 121 Riverside Avenue, Medford.

Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the fifth calendar day of the month. Additionally, a resident may request, in writing, an alternative rent payment schedule (such as paying twice per month in accordance with receipt of income) which request shall not be unreasonably denied. Except where a resident in state-aided public housing has been delinquent in paying rent and has had a prior opportunity for discussion with the MHA within the prior six (6) months, the MHA shall provide the state-aided public housing resident with an opportunity to discuss the reason for the late payment.

Inquiries about rents due and the collection process should be directed to the site manager. These offices do not accept rent payments. Office hours and contact information will be posted on the MHA website and at the site management offices.

Rent payment in full is required by the MHA. MHA does, however, reserve the right to accept partial payments.

IV. REPAYMENT AGREEMENTS

Where there are circumstances involving hardship and in cases of retroactive rent charges, MHA may enter into a "Repayment Agreement" extending the time allowed residents to make full payment of money that is owed. Repayment agreements are made at the discretion of the MHA and shall generally be in the form of a court ordered agreement for judgment. The MHA is under no obligation to approve and execute repayment agreements and does so only as an accommodation to residents or where otherwise required to do so by law. Once a judgment is entered residents failing to make the required court ordered payments may be subject to further action including eviction by the MHA.

Where a resident has complied with a repayment agreement and has not had a subsequent repayment agreement for two (2) years, the MHA shall indicate that the resident has timely paid rent on any request for a landlord reference.

V. SUMMARY PROCESS ACTION

Non-payment of rent is considered a serious violation of the Lease Agreement between the resident and the MHA. In all cases, MHA will aggressively pursue collection of the amount of rent due and eviction, if necessary. Action is taken against residents for only the amount of rent due and the associated cost of the eviction action. Collection for any physical damages to the unit and other charges are regarded as a separate matter.

VI. DISCONTINUING EVICTION ACTION

The MHA is under no obligation to discontinue eviction proceedings once legal action has been initiated. However, it is not in the interest of either party for MHA to proceed with an eviction against a resident who is generally a prompt rent payer and has a positive rent-paying history.

VII. RESIDENT EVICTION EXPENSES

Once a legal action has been filed in court against a resident and the court rules in favor of the MHA, the resident may be subject to payment of constable fees related to the eviction, court filing costs, and moving costs associated with the eviction.

VIII. VACATED RESIDENT DEBT

MHA reserves the right to pursue collection of all amounts properly due from residents evicted or voluntarily vacating MHA premises. The MHA will utilize all available means of collection, including referrals to credit bureaus, collection agencies, and court action.

IX. UNCOLLECTABLE RESIDENT DEBT / DEBT WRITE-OFFS

On an annual basis, the Executive Director, in consultation with the Director of Finance, will determine which tenant accounts receivable are uncollectable and will expense them off the financial books, subject to the approval of the MHA Board of Commissioners.

X. ENFORCEMENT OF THIS POLICY

This Policy is enforced by the Executive Director, Legal Counsel, and MHA staff.

XI. EXCEPTIONS TO THIS POLICY

The Executive Director may, in his/her sole discretion, make exceptions to the policy in the case of a demonstrated and documented hardship where the resident has made acceptable arrangements for a schedule to meet the current rental and payments on the arrearage as the resident continues to meet their obligations under the schedule.

Adopted by the MHA Board of Commissioners on _____