

**NORTH ANDOVER HOUSING AUTHORITY**

**RENT COLLECTION POLICY**

**I. Payments**

- a. All tenants are expected to pay their monthly rent in advance or on or before the first day of each month. Rent is to be paid by check or money order made payable to the North Andover Housing Authority. The NAHA does not accept cash payments.
- b. Tenants may pay their rent in person at the North Andover Housing Authority main office located at 1 Morkeski Meadows, North Andover, MA 01845 during normal business hours by placing their check into the rent collection mailbox in the lobby. Rent checks can also be placed in the mail slot of the NAHA main office front door. Tenants may also mail their rent payment to the main office address listed above.
- c. Rent for any fraction of a month of occupancy at the beginning or end of the term will be charged on a pro rata basis. The monthly rent will remain in effect until a new monthly rent is determined and put into effect by the NAHA in accordance with the tenant's lease.
- d. Tenants who have two rent checks returned / rejected for insufficient funds within a 12-month period will be notified that such form of payment will no longer be accepted, and the tenant must pay via money order for the next year. Tenants are also responsible for any insufficient fund / return check fees incurred by the NAHA related to their account within 30 days of a written notice from the NAHA.

**II. Non-payment**

- a. Tenants who have not paid by the 1<sup>st</sup> business day following the 10<sup>th</sup> day of the month and who have not contacted the NAHA regarding the reason for their late rent will receive a letter from the bookkeeper reminding them of their balance and notifying them that a private conference will be scheduled to discuss their rental arrears if the balance has not been paid by the end of the month. NAHA management staff and the tenant may agree to an informal payment agreement at this conference.
- b. Tenants who either fail to pay their balance at the conference or fail to enter into a repayment agreement shall promptly be issued a Notice of Lease Termination / Notice to Quit.
- c. Failure of a tenant to adhere to the written repayment agreement shall result in the NAHA issuing a Notice of Lease Termination / Notice to Quit and commencing eviction action in accordance with their lease.
- d. Upon expiration of the Notice to Quit, the NAHA will serve a Summary Process Summons and Complaint on the tenant and file the action in a court of appropriate jurisdiction unless the tenant has paid their outstanding payment obligation. The NAHA may elect to delay the serving of a Summary Process Summons and Complaint if there is credible evidence of a pending application for payment on the tenant's behalf from a charitable or similar organization or if there is a pending rent determination that would cause a decrease in the tenant's payment balance. The NAHA may also elect to not file a Summary Process Summons and Complaint if the amount owed by the tenant is less than the court filing and initial constable/sheriff fees, although such tenants will be sent a payment demand notice.

- e. Following termination of their lease, if a tenant fails to vacate the unit, the tenant shall pay monthly in advance for use and occupancy an amount equal to the rent in effect at the time of termination of their lease or the amount established by the NAHA by any subsequent rent recertification/redetermination. Such payments shall be made in advance and shall continue until the tenant and household members vacate or are otherwise dispossessed from the unit. Any payments accepted by the NAHA after a tenant's receipt of a Notice to Quit or other eviction notice are also accepted for the sole use and occupancy of said premises without waiving any rights pursuant to that notice.
- f. Any agreements shall be made through the court once an action has been filed and the action will continue until the balance is paid in full.
- g. Tenants will be responsible for all expenses incurred by the NAHA as a result of the tenant's failure to pay rent, including court filing fees, reasonable attorney fees, sheriff/constable costs, and moving/storage costs resulting from the execution of a court judgment.
- h. Any annual rent recertification, lease addendum, lease modification or other action undertaken by the NAHA in conformance with state regulations or requirements, is done without waiving any rights under any notice to quit or any eviction proceedings based on it, and such action will not create a new tenancy between the tenant and the NAHA.

### **III. Late Fees**

- a. If a tenant under a State-aided Housing Lease fails to pay all or any part of the rent within thirty (30) days of its due date, the NAHA may impose a fee in the amount of \$25 for failure to pay rent when due. If a tenant shall have shown good cause for late payment to the NAHA and if the NAHA and tenant enter a repayment agreement or arrangement acceptable to the NAHA, the NAHA in its discretion may waive the fee for late payment.

### **IV. Post-Tenancy**

- a. Upon final inspection of the apartment, the NAHA will issue a refund for any overpaid rent minus any damage or clean out charges that may be assessed. In addition, if the NAHA has a pet deposit on account, the tenant will be issued a full refund including any earned interest as long as there are no unpaid damages, rent or other charges. A statement concerning any such actions, will be mailed to the tenants last known address within 30 days of vacating. The payment of any refunds requires a forwarding address.
- b. If an unpaid balance remains at the end of a tenancy, the NAHA shall notify the tenant in writing at their last known address of the remaining balance and demand payment within thirty (30) days. Any account balances remaining after the 30-day demand period will be reported to a credit reporting agency.

*-Adopted by the Board of Commissioners, 5/23/24*