

**EAST HARTFORD HOUSING AUTHORITY
RENT COLLECTION POLICY – EFFECTIVE JULY 1, 2012**

- A. It is the officially adopted policy of the East Hartford Housing Authority that all tenant rents are due and payable on the first business day of each calendar month in advance.

NON-PAYMENT PROCEDURE

1. If payment has not been received by the tenth (10th) of the month, a late charge of twenty (\$20.00) Dollars will be charged to each unpaid rent account. The \$20.00 late charge will be due and collectible as part of the rent within thirty (30) days of being posted on the resident's account.
2. The \$20.00 late charge will be waived and a Termination of Lease and/or Notice to Quit will not be served on any resident who requests and is granted a reasonable accommodation for the reason that their social security and/or SSI check is received on or after the 10th of each month. This fact must be verified in writing and will become part of the reasonable accommodation request. If the payment is received by EHHA more than ten (10) days after the receipt of the income, then a late fee will be charged to the account and a Termination of Lease and/or Notice to Quit may be served.
3. If payment has not been received by the (11th) of the month, a Termination of Lease and/or Notice to Quit (all hereinafter referred to as "Notice to Quit") will be served on the occupant(s) by a Marshal on or after the eleventh (11th) of the month.
4. From and after the quit date inclusive in the Notice to Quit in all state assisted projects and/or from and after the termination date inclusive in the Notice to Quit in all federally assisted projects, only payments of use and occupancy will be accepted from the occupant, and such payments will only be accepted if tendered by way of Certified Check, Money Order, or Cashier's Check. (No Cash or Federal Reserve Notes accepted).
5. If by the quit date and/or the termination date as stated on the Notice to Quit, full payment of all amounts due is not made, a Civil Summons and Complaint for Summary Process will be prepared by the Authority's Attorney and served by the Marshal upon the occupant. The occupant will be charged for the legal process services as well as the court entry fee for the same as indicated in Paragraph A. 7. A. set forth below. No payments will be accepted by the Housing Authority or designated financial institution after the vacate date as stated on the Notice to Quit. Use and occupancy payments for the amount due in arrearage plus the Notice to Quit service fee (which is currently \$20.00, but which is subject to change without further notice) may be made to the Attorney's office prior to the fifteenth (15th) of the month following the vacate date stated on the Notice to Quit. All such payments must be made by Certified Check, Money Order, or Cashier's Check. (No Cash, Federal Reserve Notes, or personal check will be accepted at the Attorney's office). Such payment must equal the total of all use and occupancy payments due and the Notice to Quit service fee. (the foregoing collectively being referred to as the "Total Pre-Court Process Amount")

No payment less than the Total Pre-Court Appearance Amount may be accepted by the Attorney's Office.

6. If the Total Pre-Court Process Amount has not been made to the Housing Authority's Attorney's office by the fifteenth (15th) of the month following the vacate date as stated on the Notice to Quit, the case will be pursued to judgment in the Housing Session of the Superior Court.
7. Only those occupants who have not entered into a Stipulated Judgment with the Housing Authority within the past five (5) years will be allowed to enter into a Stipulated Judgment which provides for re-instatement as a tenant in good standing upon successful completion of the terms of same at the Housing Session of the Superior Court, provided that the terms of any such Stipulated Judgment shall include the following:
 - a. All such Stipulated Judgments must provide for all use and occupancy payments due as of that date plus the legal process service fee (which is currently \$30.00, but is subject to change without further notice), the Housing Court Entry Fee (which is currently \$175.00, but which is subject to change without further notice), and payment toward the Authority's Attorney's fees in the amount of \$375.00.
 - b. The Housing Authority's Attorney is authorized to enter into Stipulated Judgments for the full balance due with payments in equal monthly installments with a maximum term of **one hundred twenty (120) days** from date of execution until completion.
 - c. All such Stipulated Judgments must contain the following provisions:
 - i) **Provisions for payment that day of at least 50% of all amounts due under subparagraph "a" above;**
 - ii) A provision that all future use and occupancy payments will be received by the Housing Authority's Attorney on or before the 10th of every applicable month;
 - iii) A provision that the occupant may be subject to a re-examination of income which could affect past, present and future use and occupancy payments;
 - iv) A provision that if any of the provisions agreed to as part of the Stipulated Judgment are not adhered to by the occupant, the Authority will secure execution for possession immediately for the premises and evict the occupant within ten (10) days of the violation, and the occupant shall be barred from any further stay of execution;
 - v) A provision that all outstanding amounts due must be paid in equal monthly installments within one **hundred twenty (120) days** from the date that judgment is entered by the Court.

8. If any occupant fails to appear at the Housing Session of the Superior Court, the Housing Authority's Attorney shall secure judgment immediately. If an occupant fails to appear and judgment is secured and then the occupant files a motion to re-open, and the Court grants said motion, and further orders that the Authority enter into a Stipulated Judgment, then the Authority's Attorney must secure all payments due pursuant all of the provisions of Paragraph A. 7. A. above (and will include the payment of \$100.00 Attorney's fees in addition to the Attorney's fees provided for in Paragraph A. 7. A. above) and including the requirement that all other arrearages be repaid within a period of no longer than 120 day's together with all current use and occupancy payments.
9. Upon receipt of Judgment, the Attorney must prepare and secure the Execution for the premises as soon as possible and forward such Execution to the Housing Authority which will arrange for its service by the Marshal.

HABITUAL NON-PAYMENT AND/OR LATE PAYMENT

- B. In the event that an occupant has been served with a Termination of Lease/Notice to Quit in each of three (3) consecutive months for non-payment and/or charges, regardless of whether said payments or charges are ultimately paid, or if the occupant pays two months use and occupancy at the Attorney's office twice consecutively, the East Hartford Housing Authority has, in addition to its rights to evict for non-payment, the additional right to evict the occupant for this habitual non-payment and/or late payment, as a separate violation of the lease by serving the occupant with a thirty (30) day Notice to Quit for Non-Compliance. This option may be pursued in addition to all rights afforded the Authority under State Law.

TENDER OF PAYMENT

- C. All rental payments must be tendered by Certified Check, Money Order, Cashier's Check or personal checks on the conditions set forth below. **The Authority will not accept rental payments in the form of Cash or Federal Reserve Notes.** The Authority will allow payment of current rent only by resident's personal check (rent which is paid past the 10 day grace period or is otherwise delinquent or late, and/or use and occupancy payments, must all be paid by Certified Check, Money Order or Cashier's Check). In the event a check does not clear for payment, the Finance Department will issue a written warning and notify the resident that immediate payment must be made. In the event of a second occurrence, no further personal checks will be accepted, the individual will be charged a \$20.00 handling fee and all future payments will have to be made by Certified Check, Money Order or Cashier's Check. All occupants are obligated to make immediate and full restitution of uncleared checks. Nothing contained in this section shall in any way limit the Authority's rights under State law including the filing of criminal charges against the occupant if warranted.

VACATED ACCOUNTS

D. When a former occupant vacates, the following procedure will be followed:

1. If the former occupant fails to pay rent or other charges due, the Security Deposit will be applied to the balance due. The determination of balance due will be made by the Finance Department, after consultation with the Leasing and Maintenance Departments, based on the date of move out, i.e. the date the keys are returned to the Authority.
2. Within thirty (30) days, a letter stating the total amount due for rent, repairs and other charges, indicating the balance due after application of the Security Deposit will be sent to the former occupant and/or his/her estate by the Finance Department, providing the former occupant supplies the Authority with a forwarding address. This letter will request payment within five (5) days.
3. If no reply or payment is received within five (5) days following the date on which the letter is mailed or within five (5) days following the date on which the Authority determines no forwarding address was supplied by the vacated occupant, then the account will be forwarded to the Housing Authority's Attorney for collection of payment and/or will be reported to a Credit Bureau.
4. The Authority's Attorney is authorized to use his discretion as how to proceed in the collection action and will consult with the Executive Director as to the cost-effectiveness of the collection action.
5. If in the opinion of the Executive Director, Finance Department and Attorney no further action is warranted, the amount will be recommended to write-off as uncollectible.
6. Accounts deemed uncollectible will be reviewed by the Board of Commissioners and, if approved, will be included as an item in the preparation of the annual operating budget for the specific housing program under which the project in question is operated, and be charged off as a bad debt expense as required by the respective program.
7. No such former occupant or occupants shall be granted admission to any Authority program until all prior balances due to the Authority from any such occupant or occupants are paid in full or a repayment agreement satisfactory to the Authority has been duly executed by such occupant or occupants.

I have read the preceding Rent Collection Policy, I understand it, and have received a copy of same.

Dated: _____

Resident's signature

Resident's signature