

COLLECTION POLICY FOR RENTS & OTHER CHARGES

- A. Rent will be due and payable in advance, without notice, at the PHA Office located 106 S. Howe, Atlanta, Texas on the first calendar day of each month.
- B. Late payments will not be allowed unless extreme circumstances exist as determined by the Executive Director in each individual case. Regardless of circumstances, late charges will be added. The family must, no later than 4:00 p.m. on the 10th day of the month, contact the office and explain the circumstances which will delay payment and indicate the date on which full payment will be made.
- C. The PHA will impose a late charge of \$50.00 for rent, other charges due, and security deposit payment made after 4:00 P.M. on the 10th day of the month.
- D. A charge of \$25.00 will also be assessed for checks returned for insufficient funds or accounts closed, plus delinquent and late charges from the late charge date. If the family has a personal check returned for insufficient funds, all future payments must be made by money order or cashier's check.
- E. If the family fails to make payments by 4:00 p.m. on the tenth (10th) of the month and the PHA has not agreed to accept payments at a later date, a Notice to Vacate will be issued to the family, demanding payment in full or the surrender of the premises. The applicable statutory period for termination for non-payment is 14 days.
- F. If the family receives three (3) Notice to Vacate letters in any twelve (12) month period, a fourth (4th) such notice within that time period will be considered a serious violation and grounds for termination of the Lease.
- G. If there is a good reason for an extension of time to pay the delinquent charges, the PHA may enter into a Repayment Agreement with the family, which will:
 - 1. Be in writing
 - 2. Be signed by both parties
 - 3. Require the family to make future rent payments in full not later than 4:00 p.m. on the 10th day of the month during which they become due.
 - 4. Specify the due dates and dollar amounts of periodic payments to be made toward settlement of the past-due balance.

- H. No more than three (3) agreements will be granted in any twelve (12) month period. The family cannot have more than one (1) active agreement at any given time. Receiving pay bimonthly is not a reason for a back rent agreement being granted.
- I. Failure to reach an agreement, or failure of the family to abide by the terms of the agreement, will result in a fourteen (14) day written notice of lease cancellation to the family.
- J. If the family contacts the PHA within the fourteen (14) day notice period and pays the past-due balance in full, the notice of lease cancellation may be rescinded in writing, providing notice of lease cancellation is for non-payment only.
- K. If the family does not contact the PHA during the fourteen (14) day notice period and does not pay the past-due balance in full, the PHA may file for eviction.
- L. Once the eviction has been filed, no partial payments on past-due or current charges will be accepted from the family and eviction will be processed in accordance with Federal and state laws, provisions of the Grievance Procedure, and the Lease terms.
- M. Charges other than rent, such as Resident caused damages and abuses, shall not become due and payable until 2 weeks after the PHA gives written notice of such charges. If not paid at the time the rent is paid for that month, other charges and security deposit payments shall be handled in the same procedure as stated in the Dwelling Lease.

Resident Signature _____
Date

Resident Signature _____
Date