



**FRANKLIN COUNTY REGIONAL HOUSING &
REDEVELOPMENT AUTHORITY**

241 Millers Falls Road • Turners Falls, MA 01376
Telephone: (413) 863-9781 • Facsimile: (413) 863-9289

Franklin County Regional Housing and Redevelopment Authority Rent Policy:

It is the policy of FRHRA to pursue rent collections fairly and within our capability to receive all rents due in a timely manner.

Specifically:

1. Rent is payable in advance, on, or before the first day of each month. Payment dates beyond the 7th of the month shall be considered late. Acceptable forms of payment are as follows:
 - a. ACH Withdrawal – Tenants are encouraged to sign up to have rent payments automatically deducted from their checking or savings account. ACH withdrawals are scheduled on the 5th of each month. If the 5th is a weekend or Holiday, the withdrawal will occur on the next business day. If three consecutive ACH payments are returned, ACH may no longer be an acceptable form of payment.
 - b. Personal Check – Checks may be hand delivered to the main office or sent through the mail to 241 Millers Falls Road, Turners Falls, MA 01376.
 - c. Bank Check or Money Order – Checks may be hand delivered to the main office or sent through the mail to 241 Millers Falls Road, Turners Falls, MA 01376. Tenants are encouraged to ask for a rent receipt when money order or bank check payments are made.
 - d. Cash Payments – Cash payments will be accepted, though are not encouraged. An appointment must be made during office hours (M-F: 9a-4:00 p.m.) with the bookkeeper for all cash payments. Cash payments made without appointment with the bookkeeper will not be accepted. Receipts will be given for all cash payments.
2. Rent received after 4:00 p.m. on any day is considered received on the next regular business day. Rent received on a weekend or holiday is considered received on the next regular business day.

Nonpayment of Rent - Delinquency and Lease Termination Notice: In the event that Tenant shall fail to pay all or any part of the rent within seven (7) days of its due date, HRA may declare the unpaid rent delinquent and issue a Notice of

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Equal Housing Opportunity



Termination of Lease which may include a Notice to Quit. Prior to issuing such a notice, except where Tenant has been habitually delinquent in paying rent and has had a prior opportunity for discussion within the prior six (6) months, HRA shall provide the Tenant with an opportunity to discuss the reason for the late payment.

3. If any rent arrearage exists after the 30th of the month, the authority may charge a \$25 late fee in accordance with state regulations and our lease agreement.
4. The tenant shall be assessed a \$35 charge each time a check is returned for 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. This fee will also apply to ACH returns.
5. Payments received from tenant shall be applied to the tenant's account receivable balance. Such payments will be applied to various types of charges on the Tenant's account in the following order of priority:
 - a. Delinquent rent not covered by a payment agreement
 - b. Delinquent rent covered by a payment agreement
 - c. Current Rent
 - d. Late Charges, Insufficient Funds Fees, and Utility Charges
 - e. Special Charges for maintenance and repair, extermination, legal fees or any other charge imposed by the authority in accordance with the lease or state regulations
6. Letters requesting a private conference will be sent out by the HRA staff on the 10th calendar day of the month with the conference scheduled within 7 calendar days. At the conference, payment of full rent will stop the late rent procedure, or a payment agreement will be signed. Payment agreements shall not exceed a 5-month time period without prior approval of the Executive Director or by Court Order. If a tenant does not attend the conference, pay all rent up to date, or sign an acceptable payment agreement, a 14-day notice to quit for non-payment of rent will be issued. If a tenant is habitually delinquent in paying rent and has had the opportunity for a conference in the prior six months a 14-day notice to quit will be served on the 11th day.
7. When a tenant vacates owing the Authority monies for rent, damages or other move out expenses, the Authority will pursue repayment from the ex-tenant for three months. If the ex-tenant does not remit payments due within this time period, the HRA will refer overdue vacated accounts which exceed \$100 to a collection agency. This agency will attempt to obtain payment through billing,

phone calls, court action, and/or reporting to credit bureaus. After tenant has vacated and all efforts to collect have been exhausted, the Board will vote to write off any balances of vacated tenants in accordance with DHCD Guidelines. Written off tenant balances will remain in collections and pursued for reimbursement.

8. Misrepresentation, nondisclosure or late disclosure of income, failure to report changes in household size or other fraudulent acts which violate rent collection provisions in the lease or in this policy will result in the immediate initiation of eviction proceedings.
9. The HRA will use IRS publication 502 Medical and Dental Expenses to determine allowable medical deductions for out of pocket medical expenses. All medical expenses shall be verified. Verification includes paid receipts, doctor/practitioner statements, cancelled checks, etc.
10. "No income" statements will be required by Tenant and household members over 18 who are not employed, not receiving any income and not a full-time student by the 10th of each month. Failure to submit monthly "no income" statements will be considered a misrepresentation or nondisclosure of income. This failure constitutes cause for termination of the lease.
11. It shall be the intent of the HRA to work with a tenant on an individual basis to address and eliminate, as quickly as possible, rent arrearages, and to require a good faith effort by the tenant to meet their obligation to pay rent on a timely basis.