

## **Rent Collection Policy**

Whereas, the Board of Commissioners of the Housing Authority of the City of Friend, NE propose a Rent Collection Policy, as follows:

1. All lease agreements with tenants of the FHA shall contain provisions making all monthly rent payments due on the first day of each month, and become late on the 11<sup>th</sup> of the month. The rent shall be paid at the office at 1027 2<sup>nd</sup> Street, Friend NE.
2. If the rent is not paid on or before the 10<sup>th</sup> day of the month, a late payment charge will be applied as follows: \$20.00 will be assessed for payments made on the 11<sup>th</sup> through the 15<sup>th</sup> day of the month. Payments made on the 16<sup>th</sup> day and after will be assessed at the rate of an additional \$5.00 per day. This late charge is immediately due as an addition to the months rent and will be considered to be paid in full.
3. The rent is due on or before the close of business on the 10<sup>th</sup> day of each month. If the 10<sup>th</sup> falls Saturday, the rent is due on the Authority's working day prior to the 10<sup>th</sup>. If the 10<sup>th</sup> falls on Sunday, the rent is due on the next working day. At the close of business on the designated date, the FHA will send a notice, either by mail, or hand delivered. The notice will inform the tenant of the assessment of the late charge, and will inform the tenant that if unpaid rent, including any late charge, is not paid within a specified period of time, the lease will be terminated. The tenant will then be expected to move from the premises and if the tenant fails to voluntarily move, court proceedings will be initiated by the FHA to remove them.
4. Payments of less than full amount of rent owed will not be accepted by the FHA at any time except as provided in paragraph 10 of this Policy.
5. The period of time allowed by payment in the notice shall conform with the requirements of state and federal statutes and regulations. At the time of passage the payment shall be 14 days from the date of the Notice of Termination. If the 24<sup>th</sup> falls on Saturday, the rent is due at the FHA prior to the 24<sup>th</sup>. If the 24<sup>th</sup> falls on Sunday, the rent is due on FHA'S next working day.
6. If payment in full, including late charges, is received within the time allowed for payment in the notice no legal action will be initiated by the FHA against the tenant.
7. If payment in full is not received within the time allowed for payment in the notice, the FHA through its Executive Director and legal counsel shall immediately commence an action in the appropriate court to recover possession of the leased premises.
8. The notice shall also remind the tenant of the tenant's rights under the grievance procedure of the FHA. This will stop any court proceedings until the grievance is resolved.
9. No attempted payment of rent, whether it be partial payment or payment in full, will be accepted by the FHA after the time allowed for payment in the notice, except as provided in paragraph 10, nor will any such attempt of payment delay or eliminate any court action to recover possession of the premises.
10. The FHA does reserve the right to accept payment in full or in part after the time allowed for payment in the notice if, in the discretion of the Friend Housing Authority, the tenant can establish with supporting written documents that (1) the lateness of the payment was due to extraordinary circumstances over which the tenant had no control and (2) payment in full will be made prior to the date on which the next months rent is due. The tenant must establish these facts within the time allowed for payment to delay or prevent the initiation of court proceedings to recover possession of the premises.
11. Any tenant evicted from FHA for non-payment of rent or other breach of lease, will not be allowed to enter into a new lease agreement at a later date until all remaining bills are paid in full.
12. Any prior resolutions of the FHA and amendments thereto, that are contrary to or in conflict with this resolution, are hereby expressly repealed.
13. NOW, THEREFORE BE IT RESOLVED that the Board of Commissioners of the Housing Authority of the City of Friend, NE chooses to adopt this policy as stated above.