



SYLVESTER HOUSING AUTHORITY COLLECTION POLICIES

Board Approved 12/12/2016

Purpose

To establish policies for the payment of rent and other charges by tenants so that they will be aware of their responsibilities for timely payment and so that they will be aware of the consequences of nonpayment.

A. Rent Collection Policy

Rent is due and payable the 1st of each month in advance. Your account will be past due if the rent is not paid in full before the 10th calendar day of the month, unless you have a written payment agreement in place. After the 10th calendar day of the month, a \$10 late charge will be assessed to the tenant.

1. Failure to pay rent in full before the 10th calendar day will result in your receiving a letter giving you 14-day notice of the Authority's termination of your lease.
2. Failure to pay rent in full during the 14-day notice period will result in a letter giving you 3-day notice of our demand for possession of the unit. If you fail to pay rent in full during this 3 day notice period, the Authority will initiate legal action for eviction. Once in a twelve month period, you may pay the rent in full within three days of the date of the notice, and no adverse action will be taken. If this three day notice is the second such notice within 12 months, the Authority will initiate legal action for eviction.

B. Payment made by check or Electronic payment

Payments made by check or electronic payment (ACH Payment) to Sylvester Housing Authority that are not honored (e.g., insufficient funds, stop payment or account closed) by the bank will incur a returned check or electronic payment fee of \$30.00 over and above the amount of the original payment. The payment will be reversed from the appropriate account when a check or electronic payment is returned by the bank and any penalties assessed on a returned check or electronic payment will be charged to the tenant's account. If the maker of a dishonored check or electronic payment should say it was the bank's error, the Authority will waive the \$30 return fee of the returned check or electronic payment fee upon receipt of a letter from their bank attesting to that fact.

A collection letter will be sent to the account holder within seven (7) business days notifying them of the returned item and outlining the consequences of not honoring the item. Sylvester Housing Authority is not responsible for delivery of mail or the accuracy of the address on file. Payment must be received within ten (10) calendar days from the date of the notification letter.

Payments must be made at the Sylvester Housing Authority's office located 411 N Jefferson Street, Sylvester, Georgia 31791. Returned check or electronic reimbursement payments must be in the form of cash, cashier's check, certified funds or money order and must be in the total of amount of the original payment plus the returned check or electronic payment fee. NO CASH PAYMENTS. Sylvester Housing Authority will not re-submit the original check, nor will we accept another check or electronic payment for the re-payment. Sylvester Housing Authority will no longer accept checks or electronic payments from tenants with two returned items on their account.

If remedy through the courts is required to obtain payment of a returned check, or electronic payment additional charges may be included in the total amount sought from the maker of the dishonored check.

C. Eviction Policy for Non-Payment of Rent

1. Legal action for eviction will require you to pay all rent due plus late charges and court charges for you to remain in your unit. If an eviction action is taken against you and you desire to remain in the unit, you must pay all the rent due plus the late charges and court charges within seven days after the eviction warrant is served on you.
2. Legal action for eviction taken against you twice in a 12 month period will require that you vacate your apartment. The amount of rent owed plus late charges and court charges remains due and payable.

D. Workorder Charges Collection Policy

1. Workorder charges are due 2 weeks from the date of the notice of charges.
2. Failure to pay the workorder charges in full within 2 weeks of the due date will result in 30 days' notice of termination of your lease.
3. Failure to pay the charges in full by the end of the 30 days' notice period will result in a letter giving you 3 days' notice of our demand for possession of the unit. If you fail to pay the workorder charges in full during this 3 day notice period, the Authority will initiate legal action for eviction. Once in a twelve month period, you may pay the charges in full within 3 days of the date of the notice, and no adverse action will be taken. If this three day notice is the second such notice within 12 months, the Authority will initiate legal action for eviction.

E. Eviction Policy for Non-Payment of Workorder Charges

1. Legal action for eviction will require you to pay all workorder charges plus court charges for you to remain in your unit. If an eviction action is taken against you and you desire to remain in the unit, you must pay all the workorder charges plus the court charges within 7 days after the eviction warrant is served on you.
2. Legal action for eviction taken against you twice in a 12 month period will require that you vacate your apartment. The amount of charges plus court costs remains due and payable.

F. Hardship

If you have a justifiable hardship that is preventing you from paying your rent or workorder charges as outlined above, you must come to the office in person to discuss the situation. A hardship should be reported as soon as it occurs, but no later than the 20th of the month. The Authority may execute a written payment agreement for justifiable hardships.

G. Move-Out Payments

If you move out or are evicted, you are still to pay charges owed to SHA. Failure to pay these charges in full within 45 days of your move-out will force the Authority to pursue collection through all legal means.

H. Partial Payments

No partial payments will be accepted unless a written payment plan approved by the Housing Manager, or her designee, is in force. Such payment plans may be approved in cases where your employment income is received other than once per month and your rental amount is such that payment in lump sum prior to the 9th of the month is not practicable in the judgment of the Sylvester Housing Authority. Failure to meet the payment schedule under the written payment plan will result in the initiation of the eviction process. All agreements must be sign no later than the 9th of the month.

Resident Signature

SHA Staff Member

Date

Date