



RENT COLLECTION POLICY

The Salem Housing Authority (SHA) will vigorously pursue timely rent collection.

Rent is due and payable in advance on or before the first day of each month by personal check, money order or certified bank check, which must be mailed to the lock box of the SHA. Rent may be paid at any time before the rent due date. Cash will be accepted, but this payment method is discouraged.

Rent received on a weekend or holiday is considered received on the next regular business day.

A Tenant may request a delay in rent payment not to exceed seven (7) days. Such request must be made in writing and be approved by the SHA prior to the date that rent is due and will only be granted in extraordinary circumstances.

If two (2) checks are returned for insufficient funds in any twelve-month period, personal checks from that Tenant will no longer be accepted for rental payments.

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, will result in the SHA aggressively pursuing collection of overdue rental monies and initiating eviction proceedings when necessary.

If the Tenant fails to pay all or any part of the rent by the seventh of the month, the SHA will issue a delinquent reminder letter.

If a Tenant fails to pay all or any part of the rent by the twenty-first day of the month, the SHA will declare the rent delinquent and issue a Notice of Lease Termination/Notice to Quit. Prior to issuing such a Notice, except where the Tenant is habitually delinquent in paying rent and has had a prior opportunity for discussion within the prior six months, the SHA will provide the Tenant with an opportunity to discuss the reason for the nonpayment. At the conference the SHA will either sign a re-payment agreement with the Tenant for the balance or will issue a fourteen (14) day Notice to Quit.

In the event that the Tenant fails to pay all or any part of the rent within thirty (30) days of its due date, the SHA will impose a fee in the amount of \$25.00 for failure to pay rent when due.

Upon expiration of the Notice to Quit, the SHA will serve a Summary Process Summons and Complaint on the Tenant and file the action in a Court of appropriate jurisdiction. The Tenant

will pay all expenses incurred by the SHA as a result of the Tenant's failure to pay rent, including court filing fees, reasonable attorney fees, sheriff/constable costs, and moving/storage costs in eviction actions commenced on account of such nonpayment of rent.

When a Tenant ends tenancy with the SHA and an unpaid balance remains owed to the SHA, the information will be reported to a Credit Bureau by the SHA for collection.

When the SHA or a Tenant properly terminates the lease and the Tenant leaves between rent payment dates, the rental amount will be adjusted proportionally.

The Tenant's lease and/or State and Federal regulations may contain additional provisions regarding rent payment and collection.

Adopted by the SHA Board of Directors: 10/27/03
Amended: 06/09/10
Amended: 12/13/17
Amended: 11/17/21