

MARBLEHEAD HOUSING AUTHORITY
RENT COLLECTION POLICY
Board Adopted February 15, 2022

The Marblehead Housing Authority will pursue timely rent collection.

Specifically:

1. Rent is 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 Marblehead Housing Authority or placed in the secure lock box outside the Marblehead Housing Authority office at 26 Rowland Street. Rent may be paid at any time before the rent due date. Cash will not be accepted.
2. Rent received on a weekend or holiday is considered received on the next regular business day.
3. The 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 authority prior to the date that rent is due and will only be granted in extraordinary circumstances.
4. If two (2) checks are returned for insufficient funds in any twelve month period, personal checks will no longer be accepted for rental payments.
5. 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 with the authority aggressively pursuing collection of overdue rental monies and initiate eviction proceedings when necessary.
6. If the tenant fails to pay all or any part of the rent by the seventh of the month, the Public Housing Manager will issue a delinquent reminder letter.
7. If a tenant fails to pay all or any part of the rent by the twenty-first day of the month, the authority 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 authority will provide the tenant with an opportunity to discuss the reason for the nonpayment. At the conference the

- Public Housing Manager either signs a re-payment agreement with the tenant for the balance or issues a fourteen (14) day notice to quit.
8. 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 authority will impose a fee in the amount of \$25.00 for failure to pay rent when due.
 9. Upon expiration of the Notice to Quit, the authority will serve a Summary Process Summons and Complaint on tenant and file the action in a court of appropriate jurisdiction. Tenant will pay all expenses incurred by the authority 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.
 10. When management or a tenant properly terminates the lease and tenant leaves between rent payment dates, the rental amount will be adjusted proportionally.
 11. When a Tenant ends tenancy with the MHA and an unpaid balance remains owed to the MHA, the information will be reported to a Credit Bureau by the MHA and a credit collection agency.
 12. The tenant's lease and/or state regulations may contain additional provisions regarding rent payment and collection.