

Royston Housing Authority

RENT COLLECTION POLICY

Amended 2/22/2022
Effective 05/01/2022

1.0 FORM OF PAYMENT

The Royston Housing Authority will only accept personal checks, money orders, ACH, debit/credit cards (for a \$3 processing fee) or online web payments as forms of payment. Cash will not be accepted as a form of payment. The check or money order shall be made payable to “Royston Housing Authority” in the total and correct amount of the rent and other charges due and payable at the time payment is made. No partial payments shall be accepted. No change shall be given to a resident. Additionally, government checks and two-party checks shall not be accepted as payment on a residents account. Payments of rent and other charges shall be paid at the administrative office building located at 216 Hartwell Street, PO Box 86, Royston, GA 30662, Monday through Thursday between the hours of 7:00 am and 5:00 pm or placed in our rent drop box located outside of the main office 24 hours per day, 7 days per week. If a resident wishes to mail payment into the office, full payment of rent and other charges must be received according to the terms stated in Section 3.0 of this policy.

2.0 RETURNED CHECK FOR INSUFFICIENT FUNDS

If a resident uses a personal check to make payment and his or her check is returned for insufficient funds or any other reason, the Royston Housing Authority shall access a **\$25.00 returned check fee** and reserves the right to not accept another check from such resident and resident shall be required to make future payments by money order, ACH, online or by credit/debit card. Additionally, the resident’s account will be considered delinquent and appropriate late charges or other approved penalty fees will be assessed and legal action will be taken to collect the rent and other charges as described in Section 4.0 of this policy.

3.0 TERMS OF PAYMENT

All rent is due and payable on the 1st business day of the month and is delinquent if not paid by the close of business on the 7th calendar day of each month.

All other charges shall be due and payable the 1st business day of the month and is delinquent if not paid by the close of business on the 7th calendar day of each month.

At 7:00 a.m. on the next business day after the 7th of the month a **late charge of \$20.00** will be added to all delinquent accounts and a “14-day notice to vacate (lease termination notice for non-payment of rent and other charges)” and a “demand for possession notice” will be issued to those residents for whom rent and other charges are delinquent.

At the end of the 14-day notice period, the resident having been notified to vacate, should have all charges current or be moved out of the dwelling unit. If the resident has not complied, formal

legal action with the Hart or Franklin County Magistrate Court shall be pursued immediately and the resident will be required to vacate.

LEGAL ACTION TO COLLECT

Any payment received after legal action has begun may be accepted with reservation and will be applied as described above. This will not be considered a forgiveness of any failure to follow the lease and will not affect any legal action started by the Housing Authority against the resident to recover any additional money owed and/or the possession of the dwelling unit.

If any legal action is brought by management to enforce the terms of the dwelling lease the resident shall be responsible for payment of court costs and the Authorities reasonable legal fees as ordered by the court, (normally 25% of the judgment).

Payment received by the landlord will be applied to the oldest balance due (including maintenance charges, late charges, and other charges) unless a specific written payment agreement has been executed.

4.0 THE AUTHORITY AND RESIDENTS MUTUALLY UNDERSTAND THE FOLLOWING:

1. That rental charges are determined by Federal Law.
 2. That any change in income or family composition must be reported in writing to the office within ten (10) days of its occurrence.
 3. That changes in rent and notice procedures will be made in accordance with the lease agreement.
 4. That failure to make payments due under the lease is a serious violation of material terms of the lease.
 5. That repeated violations of the lease will result in lease termination and eviction.
 6. That every legal effort will be taken to collect accounts due for tenants in possession as well as vacated tenants accounts.
 7. That any charge paid by debit or with credit cards will incur a \$3 processing fee.
- Repeated Magistrate Court Action of two (2) times within a 12 month period shall result in eviction.
 - Residents should understand that the Authority is fully able and willing to work with them within the conditions of the lease and Authority Policies.
 - Residents are made aware of their responsibility to pay rent and other amounts and of the fact that their residency will be terminated if they fail to comply.
 - Residents whose account may require court action for collection of other lease violations will not be considered for re-occupancy for 12 months.

The Executive Director shall decide on any item covered by the policy and shall be authorized to provide a temporary waiver based on extenuating circumstance.