



## **TENANT'S ACCOUNTS RECEIVABLE COLLECTION POLICY**

This Tenant's Accounts Receivable Collection Policy establishes the procedures of the Housing Authority of the City of York for the collection and application of all rent, security deposits, special charges and the method to be used in collecting delinquent accounts for the Public Housing Units owned by the Authority.

### **I. RENT PAYMENT**

Rent payment is due and payable on the first day of each month. For tenants who are admitted after the 1<sup>st</sup> of the month, rent will be prorated for the first month. First months rent will be paid in full at the time of admission.

### **II. SECURITY DEPOSIT PAYMENT**

Security deposit payment must be paid in full at time of admission. A security deposit will be collected in the amount of \$150 or one month's rent, whichever is greater.

The security deposit will not be decreased at any time during the tenancy.

### **III. OTHER (RETROACTIVE) RENT**

Tenants will be required to repay YHA if they were charged less rent than required by HUD's rent formula. Retro-active rent will be charged as far back as the YHA has documentation of tenant's failure to report income or household changes. The full amount of Retro-rent is due and payable on the 1<sup>st</sup> day of the month following the month in which the retro-rent amount is determined.

### **IV. OTHER CHARGES**

All additional utility charges for special appliances (such as window air conditioners or freezers), tenant charges for maintenance and repair, special services, excess consumption utility charges, and additional (special) extermination charges, late fees, insufficient funds fees, or other charges will be due and payable in accordance with the following schedule:

#### **A. Appliance Utility Charges**

Appliance utility charges such as air conditioners, freezers, and clothes dryers will be charged monthly. They are due and payable on the first day of each month.



Charges are as follows:

Air conditioners	\$16 for each unit
Freezers	\$8
Clothes Dryers	\$8 for 2BRs    \$10 for 3+BRs
Water Coolers	\$8

Appliance utility charges are assessed when any of the above items are identified as tenant-owned appliances and are found to be in the unit. In all circumstances; tenants are to obtain prior approval from management before installation occurs.

**B. Maintenance or Repair Charges**

Charges for maintenance and repairs are due and payable the first day of the second month following the month in which the charges are incurred. The tenant will be charged for all charges, other than for normal or ordinary wear and tear, for the repair of damages to the dwelling unit or to the development (including damages to development buildings, facilities, or common areas) caused by the Tenant, a member of the household, or a guest. A determination of costs will be made based on time and materials required for the repairs. A work order or statement with the identified charges will be provided to the tenant for each charge.

NOTE: In cases of tenant caused damages resulting in an insurance claim, the tenant shall be charged the deductible cost that is applicable to the current YHA insurance carrier.

**C. Late Fees and Insufficient Funds Fees**

Rental payments are due and payable on the 1<sup>st</sup> day of each month. Charges will be imposed for failure to pay monthly rent on or before the fifth of the month. Also when there are insufficient funds in the resident’s personal account to cover checks or direct debit, Insufficient Fund Fees will be assessed. Late Fees and Insufficient Fund Fees are due and payable on the first day of the month immediately following the month in which the fees are incurred.

1. Late Fee –

A late fee will be assessed to the Tenant and will be based on the day the Tenant’s payment is received by the YHA designated bank. The late fee charged by the Housing Authority will be \$25.00.



If the 5<sup>th</sup> day of the month falls on a Holiday or on a weekend the payment must be received by the YHA designated bank no later than the first business day following the Holiday or weekend to avoid a late fee.

2. Insufficient Funds Fee –

The insufficient funds fee assessed to the Tenant by the Housing Authority will be \$25.00. The late fee is also assessed if the rent is late because a check was returned for non-sufficient funds. Additionally, if the YHA designated bank charges a separate Non Sufficient Funds (NSF) fee, then that same fee will also be charged to the Tenant's account.

3. Court costs –

The filing fees and related court costs assessed to the Tenant upon the filing of a Landlord-Tenant Complaint shall be due and payable on the 1<sup>st</sup> of the month following the month in which they were incurred unless otherwise ordered by the court.

D. Excess Utility Consumption Charges

Excess utility consumption charges are due and payable the 1<sup>st</sup> day of the second month following the month in which the YHA calculates the charges. Notification will be sent to the tenant as to the amount due. Typically the bills are calculated by the YHA on a quarterly basis and will be due and payable as indicated above unless the charge exceeds \$100.00. If the charge exceeds \$100, the tenant will be billed in 3 monthly installments.

E. Extermination Charges

First treatments for any infestation will be the responsibility of the YHA unless the tenant has not adequately prepared for the treatment. The tenant shall be provided instruction in the prevention of further infestation and the unit shall be treated and cleared by the PMP (Pest Management Professional). Any future costs for treatments to a unit that is re-infested will become the responsibility of the tenant. Extermination charges (additional) are due and payable the 1<sup>st</sup> day of the second month following the month in which the services or costs are incurred.

V. PET DEPOSIT

All pet deposits shall be \$300. The deposit shall be paid in full upon the addition of a dog or cat to the unit. The deposit is established to cover the potential costs to clean, repair or replace any furnishings or fixtures which may be soiled or damaged by the pet, or to correct any damage done to any part of the



unit/dwelling, building or grounds. When the dog or cat is removed from its owner's unit, an inspection will be performed to determine if all or part of the pet deposit will be refunded. Deductions for needed repairs and maintenance due to pet damage will apply before any refund is calculated.

Service animals permitted by reasonable accommodation are exempted from the Pet Deposit requirement but may be subject to the above cleaning fees if noted on inspections.

## VI. AUTOMATIC PAYMENTS (DIRECT DEBIT)

All charges due and payable on the 1<sup>st</sup> of the month shall be withdrawn from the tenant designated bank account. This includes all monies currently due. The monies will be withdrawn for the full amount on the 5<sup>th</sup> of the month. If the 5<sup>th</sup> falls on a weekend or a holiday, then the funds will be withdrawn on the 1<sup>st</sup> business day following the weekend or holiday. Automatic payments will be reflected on the Tenant's account as having been paid on the 1<sup>st</sup> of the month.

## VII. NOTICE PROCEDURE FOR NONPAYMENT

When payment in full is not received, a fourteen-day Notice of Termination shall be mailed to the Tenant on the sixth day of the month, or such later date as may be applicable because of holidays or weekends. A 30 day Notice of Termination will be issued for all other charges that are delinquent. Notices will be by first class mail, or by hand delivery to the tenant's address who is delinquent with their payment.

## VIII. LEGAL PROCESS FOR NON-PAYMENT OF RENT

- A. Upon expiration of the fourteen day notice period of Lease Termination, a Landlord and Tenant Complaint shall be filed for the collection of all rent that is delinquent.
- B. At the Landlord and Tenant Complaint hearing before the District Magistrate, the complaint shall be amended to incorporate any additional rent, special charges, late fees, insufficient funds fees, and legal fees which have become due.
- C. The Housing Authority will proceed with eviction pursuant to the procedure required under applicable HUD Regulations and Pennsylvania law.

## IX. LEGAL PROCESS FOR NON-PAYMENT OF ALL OTHER CHARGES



- A. Upon expiration of the 30-day notice period of Lease Termination, a Landlord and Tenant Complaint shall be filed for the collection of all special charges, late fees, and insufficient funds fees that are delinquent.
- B. At the landlord and tenant complaint hearing, the complaint shall be amended to incorporate any rent, special charges, insufficient funds fees, legal fees, or other charges owed by the tenant which have become due.
- C. The Housing Authority will proceed with eviction pursuant to the procedure required under applicable HUD Regulations and Pennsylvania law.

#### X. EVICTION FOR CHRONIC RENT/SPECIAL CHARGES DELINQUENCY

The Dwelling Lease states that payment of rent received after the fifth day of the month is delinquent. The Dwelling Lease also provides that repeated late payment of rent will be considered material noncompliance of the lease and therefore a basis for lease termination.

**“Repeated Late Payment”** is defined “as a Landlord and Tenant Complaint filed seeking eviction with the District Magistrate on three (3) occasions during any twelve (12) consecutive month period”.

#### XI. APPLICATION OF TENANT PAYMENT

Payments received from tenant shall be applied to the tenant’s account receivable balance. Such payments will be applied to various types of charges on the Tenant’s account in the following order of priority:

1. Balance remaining from Magistrate Judgment
2. Court/Magistrate’s Costs (Legal Fees)
3. Late Charges, Insufficient Funds Fees, and Appliance Utility Charges
4. Other Charges for maintenance and repair, extermination, excess utility charges, special services or any other charge imposed by the authority in accordance with HUD Regulations
5. Retroactive -rent payment due to underreporting or failure to report
6. Delinquent rent covered by a payment agreement
7. Current Rent

If two or more charges exist from the above 7 listed causes, payment shall be applied to the oldest debt first.



## XII. APPLICATION OF CREDIT BALANCES

Credit balances will be applied against future charges as they become due and payable.

## XIII. PAYMENT AGREEMENTS

York Housing Authority may at any time terminate the tenancy of a resident for non-payment of monies owed the Authority. The Authority will advise residents in writing of its intent to terminate tenancy due to monies owed under the conditions specified in the rental agreement. Current monthly rent and recurring monthly charges are not eligible for a Payment Agreement.

When a tenant owes money to the Housing Authority and is unable to pay the balance by the due date, the resident may request that the Housing Authority allow him or her to enter into a payment agreement. The Housing Authority has sole discretion of whether to enter into such an agreement.

To enter into a payment agreement to allow the tenant to pay their outstanding debt in monthly installments, the tenant must be in good standing with the Housing Authority and the debt amount must be \$2000 or less. To be in good standing, a tenant must not have any other outstanding debts related to an existing payment agreement and must be in compliance with the lease. **No request** for a second payment agreement will be considered until the first payment agreement is satisfied. If the amount owed is greater than \$2000, a payment agreement may only be entered into with the Executive Director's approval.

A tenant's lease may be terminated unless the tenant:

1. Pays the debt in full; or
2. Enters into a payment agreement based on the Authority's payment schedule listed below. The tenant will be billed in monthly installments beginning the first of the month following the tenant agreement date approved by Management.

Payments are due, in full, each month thereafter until the balance owed reaches \$0. A late or partial payment is considered a missed payment. If a payment is not received according to the payment agreement terms, the total amount owed becomes due immediately. The balance of the debt must be paid in full or the tenant's lease will be terminated. Any exceptions to the guidelines specified above must be approved by the Executive Director.

The length of the payment agreement is determined by the amount of debt as follows:

- Less than \$1000 may be paid over a 6- month period
- \$1000-\$2000 fee will be payable over a 1 year period

All payment agreements must be in writing and signed by both parties. Failure to comply with the Payment Agreement terms may subject the Tenant to eviction procedures.



#### XIV. DEBTS OWED

All Public Housing Tenants leaving the York Housing Authority owing money shall be reported in the EIV system of HUD under **DEBTS OWED**. **The account shall be** turned over to the Credit Bureau when no payments have been received in a 30 day period. Any DEBT OWED to a Housing Authority that remains unpaid shall prevent future Housing Assistance through any Housing Authority throughout the United States of America.





## **BUDGET PAYMENT PROGRAM**

When a tenant is actively participating in budget counseling with a professional budget counselor and has provided the Authority with verification of participation by submission of a payment schedule signed by both the tenant and the budget counselor, and approved by the housing manager, the Authority shall:

- A. Waive the late charge and not file a Landlord and Tenant Complaint for the month(s) the tenant is actively participating in budget counseling and is also paying in accordance with the approved payment schedule, subject to the following conditions:
1. The Tenant cannot be in Landlord and Tenant Complaint status prior to contacting the Budget Counselor for counseling;
  2. The payment schedule may not exceed six (6) months; and
  3. The payment schedule shows that the tenant will pay all monies due to the Authority and that the tenant will be in a position to pay rent on or before the 5<sup>th</sup> of each month thereafter.
  4. When an active Payment Agreement is in force, the tenant is not eligible for participation in the Budget Payment Program.
- B. Provide one time relief of the Repeated Late Payment Policy to the tenant for the period in which the tenant is actively involved in budget counseling and following the payment schedule outlined by the counselor, subject to:
1. A copy of the payment schedule, signed by the Counselor and the Tenant, must be provided to the Housing Authority and approved by the housing manager prior to the third month within any twelve (12) consecutive month period in which the Tenant has paid after the 5<sup>th</sup> of the month; and
  2. The Tenant cannot be in Landlord and Tenant Complaint status prior to contacting the Budget Counselor for counseling;

A tenant may not participate in the Budget Payment Program upon referral of the Property Manager more than once every twenty-four (24) months.





**Request for Payment Agreement**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Amount of payment agreement request: \_\_\_\_\_

Proposed length of time for repayment: \_\_\_\_\_

Proposed monthly payments until satisfied: \_\_\_\_\_

Reason for request: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I understand that YHA has the sole discretion of whether to enter into this payment agreement. I further understand that I am responsible for the full amount due and that should I default in making regular and timely payments as agreed upon, that immediately:

1. The full amount owed is due,
2. My tenancy may be terminated.

Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Co-Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

.....  
**For Management Completion Only:**

Tenant is in compliance with the lease.    Yes                      No

Tenant is in a current payment agreement.    Yes                      No

Amount is over \$2000.                      Yes                      No (If over \$2000, request must be approved by ED)

Approved for payment agreement:    Yes                      No

Property Manager: \_\_\_\_\_ Date: \_\_\_\_\_



**Payment Agreement**

I, \_\_\_\_\_, and I, \_\_\_\_\_ do hereby agree that I owe the Housing Authority the amount of \_\_\_\_\_, as a result of my occupancy at \_\_\_\_\_.

A payment in the amount of \_\_\_\_\_ will be due each month until the balance is paid in full. My monthly payment will be due on the 1<sup>st</sup> day of the month and the first monthly payment will be due and payable on \_\_\_\_\_. Payments made after the 5<sup>th</sup> day of the month will be considered delinquent.

I have read the policy Statement below and understand that my failure to abide by this Payment Agreement will result in the actions listed.

WITNESS BY MY SIGNATURE this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Signature

Witness: \_\_\_\_\_

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