

LUDLOW HOUSING AUTHORITY
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Rent Collection Policy

The purpose of the Ludlow Housing Authority's rent collection policy is to establish consistent procedures and guidelines to be applied to each and every tenant with respect to collection of rent, as well as to comply with the Department of Housing and Community Development's regulations.

Tenant shall pay rent monthly in advance on or before the first (1st) day of each month. Rent for any fraction of a month of occupancy at the beginning or end of a term shall be charged on a pro rata basis.

A tenant may make monthly rental payments in two (2) installments each month if he/she shows, in advance and in writing, good cause for the request and the housing authority approves said request.

In the event that a tenant shall fail to pay any or all rent within seven (7) days of the due date, the LHA shall declare unpaid rent delinquent and issue a fourteen day notice to quit. Prior to issuing said notice, except where the tenant is habitually delinquent in paying rent and has had a prior opportunity for discussion within the prior six (6) months, the LHA shall provide the tenant with an opportunity to discuss the reason for the late or non payment of rent. Habitually late shall be defined as three (3) late payments within the last six months.

In the event that a tenant shall fail to pay all or any part of the rent within thirty (30) days of its due date, the LHA shall impose a fee of \$25.00 for failure to pay rent when due. In addition, the LHA may charge interest in accordance with applicable laws and within the terms of your lease.

If tenant shall have shown good cause for late payment to the LHA and if the LHA and the tenant shall have entered a repayment agreement, the LHA in its discretion may waive the interest or \$25.00 fee. By charging interest or a penalty for late payment of rent, the LHA shall not have condoned tenant's breach of tenant's obligation to pay rent and, the LHA shall retain the right to issue a notice of termination of the lease to bring eviction proceedings against tenant and to collect arrearages, constable fees, and costs on account of the tenant's failure to pay rent when due.

Any rental monies paid by the tenant shall be applied to the oldest month for which balance is still owed.

Adopted by Board on: October 17, 2013