

Brockton Housing Authority

Rent Collection Policy

It is the policy of the Brockton Housing Authority (BHA) to vigorously pursue timely rent collection. The BHA relies on rental income to support its operations and the services it provides. Thus, the BHA believes that tenants must take seriously their obligation to pay rent in a timely manner. To make uniform the treatment of tenants who pay rent late, the BHA hereby adopts this Rent Collection Policy.

Amount and Payment of Rent

Tenant shall pay the monthly rent as determined by the current applicable regulations in advance on or before the first (1st) day of each month, but no later than the 5TH day of the month. Rent for any fraction of a month of occupancy at the beginning or end of the term will be charged on a pro rata basis. The monthly rent will remain in effect until a new monthly rent is determined and put into effect by BHA in accordance with the residents lease.

During the term of the residents lease the BHA shall accept, as rent, all payments which Tenant designates as rent. The acceptance of such rental payments by BHA shall not constitute a waiver of payment for any other amounts due or of any other past, present, or future obligation under this lease. Following termination of the residents lease, if Tenant fails to vacate forthwith, Tenant shall pay monthly in advance the fair value of use and occupancy but no less than an amount equivalent to the rent in effect at the time of termination. Payments for such use and occupancy shall be made in advance and shall continue until Tenant and household members vacate or are otherwise dispossessed.

Nonpayment of Rent - Delinquency and Lease Termination Notice

In the event that Tenant shall fail to pay all or any part of the rent within fourteen (14) days of its due date, the BHA may declare the unpaid rent delinquent and issue a Notice of Termination of Lease which may include a Notice to Quit on the 15th day of the month. Prior to issuing such a notice, except where Tenant has been habitually delinquent in paying rent and has had a prior opportunity for discussion within the prior twelve (12) months, the BHA shall provide the Tenant with an opportunity to discuss the reason for the late payment.

Nonpayment of Rent - Repayment Agreement; Possible Eviction and Costs

Rent payments shall be applied to rental obligations with the current obligation being paid first. BHA shall not thereby waive any rights to issue a notice of termination of the Lease, to bring eviction proceedings against Tenant and Tenant's household, and to collect arrearages, constable fees and costs, on account of the Tenant's failure to pay rent when due.