

# Rent Collection Policy

## New Boston Property Management

Adopted: Resolution 2019-24; September 30, 2019

- A. Rent will be due and payable in advance, without notice, at the New Boston Property Management Central Office located at 303 Rice Street, New Boston, Texas on the first calendar day of each month.
- B. If the total rent cannot be paid in full by the fifth (5<sup>th</sup>) day of the month, Management may enter into a Payment Agreement (see Attachment 2) with the Tenant, which will:
  - 1. be in writing,
  - 2. be signed by both parties,
  - 3. require the Tenant to make future rent payments in full by the fifth (5<sup>th</sup>) day of the month during which they become due,
  - 4. specify the due dates and dollar amounts of the periodic payments to be made toward the settlement of the past due balance.
- C. Failure to abide by the terms of the Payment Agreement will result in a fourteen (14) calendar day Notice of Lease Termination/Notice to Vacate issued to the Tenant. See items I-K of this policy for further explanation.
- D. No more than three (3) Payment Agreements will be granted in a twelve (12) month period. Payment Agreements must be paid in full before another Agreement can be made.
- E. New Boston Property Management will impose the greater of a base late charge of \$25 or 10% of the tenant's portion of the apartment rent for rent payments not paid in full by the opening of business after the fifth day of the month. The late charge calculation does not account for partial payment.
- F. For the USDA/515/Section 8 New Construction program, the Landlord may collect a fee of \$5 on the sixth (6<sup>th</sup>) day of the month, plus \$1 for each additional day the rent remains unpaid during the month it is due, not to exceed \$10 or 5% of the Tenant's rent payment. The total late charge assessed for the month cannot exceed \$30 (HUD Handbook 4350.3 REV-1, CHG-4, 6-23, C-D).
- G. Signing a Payment Agreement (See Attachment 1) does not waive the late charge. Disputes over late charges will be handled by the Executive Director.
- H. For any checks not honored by the bank and returned,
  - 1. the Agency will assess no charge to the Tenant except to compensate the Agency for charges by the financial institution due to a check of non-sufficient funds and unless is has been forwarded to the District Attorney for collection.
  - 2. for one year after the month of the insufficient check, all payments must be made by

- money order, cashier's check or debit/credit card. After that year, if a second insufficient check occurs, no future checks will be received from that individual.
3. the amount of the insufficient check will be reapplied to the tenant's account and will be due and payable within ten (10) business days. The returned check for rent will be considered unpaid rent and late fees will be assessed.
  4. the Agency reserves the right to file collections of an insufficient check to a collection agency or the Bowie County District Attorney's office. Filing charges will be assessed.
- I. If the Tenant fails to pay the rent in full by the fifth (5th) day of the month and a Payment Agreement has not been signed, or if the Tenant does not abide by the terms of the signed agreement, a fourteen (14) calendar day Notice of Lease Termination/Notice to Vacate will be issued to the Tenant on or after the sixth (6th) day of the month. If the Tenant receives three (3) Notices of Lease Termination/Notices to Vacate for late rent in any twelve (12) month period, a fourth (4th) such notice within that time period will be considered a serious violation and grounds for termination of the Lease without retraction.
  - J. If the tenant contacts New Boston Property Management within the fourteen (14) day notice period and pays the past-due balance in full, the Notice of Lease Termination/Notice to Vacate will be rescinded in writing. If a Payment Agreement is entered between Management and the resident for the past due rent amount, the Notice of Lease Termination will be suspended until the past due amount is paid in full. If the tenant breaches the Payment Agreement at any time, the suspension shall be lifted, and the previous termination will be in effect. A 3-day Notice to Vacate will be issued and Eviction proceedings will commence after the expiration of the 3-day Notice to Vacate if the tenant has not moved.
  - K. If the Tenant does not contact New Boston Property Management within the fourteen (14) day notice period and does not pay the past-due balance in full, New Boston Property Management may file for eviction. Once the eviction has been filed, no payments on past-due or current rent will be accepted from the Tenant and eviction will be processed in accordance with Federal and State Laws and Lease terms.

## Payment Agreement with New Boston Property Management

Tenant Name: \_\_\_\_\_ Apt # \_\_\_\_\_

Reason for Request: \_\_\_\_\_

Phone number where you can be reached: \_\_\_\_\_

Request is hereby made by the captioned and undersigned Tenant to enter into a Deferred Payment Agreement with New Boston Property Management. If this request is approved and signed by Property Management Representative, it becomes a legally binding agreement.

Payment Agreement Number (within past twelve months):            1            2            3

The Tenant hereby acknowledges a debt in the amount of \$\_\_\_\_\_ with New Boston Property Management. This amount includes the following:

Rent \$\_\_\_\_\_ Late Charges \$\_\_\_\_\_ Security Deposit \$\_\_\_\_\_

Other (specify) \_\_\_\_\_ \$\_\_\_\_\_

The Tenant hereby agrees to pay the total charges in the following manner:

Payment Due Date	Payment Amount	Date Paid	Amount Paid
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

In making this request for a payment agreement, the Tenant understands *that failure to abide by the terms of the Payment Agreement will result in a fourteen (14) calendar day Notice of Lease Termination/Notice to Vacate issued to the Tenant. (see Section E – Rent Collection Policy). Also, the Tenant agrees to make future rent payments in full not later than the fifth (5<sup>th</sup>) day of the month during which they become due. (see Section D.3 – Rent Collection Policy). If this agreement is entered to suspend a Lease Termination, Tenant agrees that failure to abide by the terms of the Agreement will make the previous termination become in force and full effect and a 3-day Notice to Vacate will be issued to the Tenant. Eviction Proceedings will commence after the expiration of the Notice to Vacate. (See Section J.-Rent Collection Policy.)*

\_\_\_\_\_  
Requested by (Tenant)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Management Representative

\_\_\_\_\_  
Date