

**WELLESLEY HOUSING AUTHORITY**  
109 Barton Road, Wellesley, Massachusetts 02481

**Rent Collection Policy**

Adopted:

Board Member Signatures

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**I. Purpose:** The Wellesley Housing Authority Rent Collection Policy is designed to clearly describe the acceptable methods of payment for tenant rents and lay out the rules and responsibilities of both Tenants and Wellesley Housing Authority (WHA).

**II. Due Date:** Tenants rents are due and payable on the first (1<sup>st</sup>) day of each month

**III. Acceptable Methods of Rent Payment:** Four (4) methods are available for tenants to pay rent to WHA.

- Personal check
- Money Order
- Certified Bank Check
- Direct Withdrawal (ACH)

*Cash Payments are not permitted under any circumstance.*

**IV. How to Pay Rent:**

- a. **Mailing a Check or Money Order:** Pay to the order of the Wellesley Housing Authority. The Wellesley Housing Authority address for mailing payment is:

Wellesley Housing Authority  
109 Barton Road  
Wellesley, MA 02481

- b. **Direct Withdrawal (ACH)** of rent from the tenant's account on the 5<sup>th</sup> day of each month. If the 5<sup>th</sup> falls on a weekend or holiday, the Direct Withdrawal will occur on the next business day. Authorization forms are available from the Finance Director or on the WHA website.

- c. **Drop boxes** are in the laundry rooms of Weston Road, River Street, Washington Street/ Morton Circle, and in building 3 of Linden Street.

- d. **Pay in person using a check or money order** by dropping the payment in the safe in the main office, 109 Barton Road, during business hours.

**V. Past Due Rents:** Rent is considered late if not received by the seventh (7<sup>th</sup>) of the month. Rent not received by the seventh (7<sup>th</sup>) of the month will be considered delinquent, and a Late Rent Notice will be issued.

**VI. Late Payment:** A fee in the amount of \$25.00 will be applied to any tenant account that is still unpaid after the thirtieth (30<sup>th</sup>) day of the month. Additional action, including but not limited to Eviction Proceedings, will follow if rent is not paid.

**VII. Other Fees/insufficient funds:** The tenant shall be assessed actual charges incurred by the Authority to process checks that are returned for insufficient funds. If two (2) checks are returned for insufficient funds in any twelve-month period, personal checks will no longer be accepted for rental payments. Residents will be invoiced for insufficient funds and will have thirty (30) days to reimburse the WHA.

**VII. Failure to Pay Rent:** If a tenant fails to pay the rent by the month's fourteenth (14th) day, the WHA may issue a Notice to Quit.

Prior to issuing a Notice to Quit, except where the tenant is habitually delinquent in paying rent and has had a prior opportunity for discussion within the prior six months, the WHA will provide the tenant with an opportunity to discuss the reason for the non-payment. Then, at a private conference, the WHA will either sign a re-payment agreement with the tenant for the balance or issue a fourteen (14) day Notice to Quit.

Upon expiration of the Notice to Quit, the WHA will serve a Summary Process Summons and Complaint on the tenant and file the action in a Court of appropriate jurisdiction.

The tenant will pay all expenses incurred by the WHA as a result of the tenant's failure to pay rent, including court filing fees, reasonable attorney fees, sheriff/constable costs, and moving/storage costs in eviction actions commenced on account of such non-payment of rent.

**VIII. Termination of Tenancy:** A final statement will be prepared and sent to all tenants after they vacate their units. Such statement will indicate the total amount due and payable to the WHA for rent, repairs, or other charges.

When a Tenant ends tenancy with the WHA, and an unpaid balance remains owed to the WHA, the information will be reviewed by the Board of Commissioners and written off by Board resolution.

**Misrepresentation, nondisclosure, or late disclosure of income, failure to report changes in household size, or other fraudulent acts which violate rent collection provisions in the lease, will result in the WHA aggressively pursuing collection of overdue rental monies and initiating eviction proceedings when necessary.**

Any former Wellesley Housing Authority resident that reapplies for public housing with the WHA owing money for rent arrearages, property damage, or other charges or fees, may be denied in accordance with 760 CMR 5.08. If payment is made in full for all charges, fees, arrears, legal fees, etc., by money order or bank check, then the WHA may waive this as a ground for denial at their discretion.

*The tenant's lease and/or State and Federal regulations may contain additional provisions regarding rent payment and collection.*