



HOUSING AUTHORITY Of The TOWNSHIP OF BERKELEY

44 FREDERICK DRIVE • BAYVILLE, NEW JERSEY 08721 • (732) 269-2312 • FAX: (732) 269-7709

RENT COLLECTION POLICY



TTY/TDD PLEASE CALL 1-800-545-1833 EXT. 768



TABLE OF CONTENTS

I.	<u>Purpose</u>	1
II.	<u>Governing Law</u>	1
III.	<u>Applicability</u>	1
IV.	<u>Definitions</u>	1
	CFR	1
	HA or "Authority"	1
	Elements of Due Process	1
	Hearing Officer	2
	Hearing Panel	2
	HUD	2
	Notice	2
	The "Regulations"	2
	Tenant	2
	Business Days	2
	Unit	2
	Fourteen ("14") Day Letters or Notice to Cease:	2
V.	<u>Tenant Obligations</u>	3
VI.	<u>Non-Sufficient Funds</u>	4
VII.	<u>Warrant of Removal</u>	4
VIII.	<u>Consent Judgement</u>	4
IX.	<u>Incorporation in Leases</u>	4

THE HOUSING AUTHORITY OF THE TOWNSHIP OF BERKELEY

RENT COLLECTION POLICY

I. Purpose

This Rent Collection Policy has been developed to identify accountability for tenant rent payment and collection.

II. Governing Law

The laws governing this Rent Collection Policy are Title 24 CFR 966 905.340 and N.J.S.A. 2A:18-61.1 et seq. Additional reference: Section 6(k) of the U.S. Housing Act of 1937 (42 U.S.C. 1437d (k) and subpart B of 24 CFR 966 (24 CFR 966.50 - 966.57).

III. Applicability

In accordance with Federal Regulations, this Rent Collection Policy is applicable to all tenants residing in the Berkeley Township Housing Authority dwelling units, as well as, prospective tenants.

IV. Definitions

The following definitions of terms shall be applicable to this policy:

- A. *CFR*: The Code of Federal Regulations, which contains the Federal regulations governing this policy and the applicable Grievance Procedure.
- B. *HA or "Authority"*: The Housing Authority of the Township of Berkeley, a public body, corporate and politic, organized and existing under the laws of the State of New Jersey.
- C. *Elements of Due Process*: In most cases, all of the following procedural safeguards will be followed prior to the termination of a tenancy and/or commencement of eviction proceedings in a state court (or in a grievance hearing).
 - 1. Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction;
 - 2. Right of the tenant to be represented by counsel (at the tenant's expense);

3. Opportunity for the tenant to refute the evidence presented by the Authority, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the tenant may have;
 4. A decision on the merits.
- D. *Hearing Officer*: An impartial person selected in accordance with 24 CFR 966.55 and the Authority's Grievance Procedure to hear grievances and render decisions with respect thereto.
- E. *HUD*: The United States Department of Housing and Urban Development.
- F. *Notice*: As used herein, the term notice shall, unless otherwise specifically provided, mean written notice.
- G. *The " Regulations"*: The HUD regulations contained in Title 24 CFR Part 966 et seq.
- H. *Tenant*: The adult person(s), other than a live-in aide:
1. Who resides in the unit and who executed the lease with the Authority as lessee of the dwelling unit, or if no such persons reside in the unit,
 2. The person who resides in the unit, and who is the remaining head of the household of the tenant family residing in the dwelling unit.
- I. *Business Days*: Monday through Friday of each week, except for legal holidays, recognized by the Federal government.
- J. *Business Hours*: 8:30 AM to 4:00 PM.
- K. *Unit*: Residential space for the private use of a family.
- L. *Fourteen ("14") Day Letters or Notice to Cease*: 14 Day Letter - Letter received for non-payment of monthly rent. Tenant has an additional 14 days to make rent payment. If payment is not received, a Notice to Cease is received by Tenant which means that Legal Action has begun for non-payment of monthly rent.

- A. It is the tenant's responsibility to ensure that the Housing Authority of the Township of Berkeley receives rent payments no later than the seventh (7th) day of the rent obligation month. Rent due dates cannot be on a Saturday or Sunday. If the seventh (7th) of the month falls on a weekend, the rent due date is the Friday prior to that weekend by 3:00pm.
1. Rent payments can be deposited personally in the mail slot at the front office of the Berkeley Township Housing Authority at 44 Frederick Drive, *or* mailed to the Housing Authority of the Township of Berkeley, 44 Frederick Drive, Bayville, NJ 08721.
- B. If for any reason a tenant cannot fulfill his/her rent obligation for a given month, it is the *responsibility of the tenant* to notify the Principal Account Clerk or Housing Manager of the Authority prior to the close of business on the seventh (7th) day of the month.
1. If the tenant notifies the Principal Account Clerk/Housing Manager *prior to the close of business* on the seventh day of the rent obligation month, the Housing Manager will take one of the following actions:
 - a. Review the tenant's file (examining tenant's past payment and residence history), and
 - b. Consider reasons(s) given by the tenant for inability to pay current month's rent.
 - c. If, in the judgment of the Principal Account Clerk/Housing Manager, the tenant's history and reason(s) for inability to pay the rent obligation are reasonable, the Housing Manager executes a Repayment Agreement, presenting same to the Commission. NOTE: The Housing Manager may or may not recommend entering into a Repayment Agreement.
 - d. The Housing Authority will not accept cash.
 2. If the tenant does not notify the Principal Account Clerk/Housing Manager *subsequent to the close of business* on the *seventh* day of the rent obligation month, a late payment charge of **\$30.00** will be added to the Total Tenant Payment Due. Moreover, the Principal Account Clerk/Housing Manager will send Fourteen (14) Day Letters to said tenant. If said tenant fails to pay the total Tenant Payment Due at the expiration of the fourteen day period, then the tenant's file may be turned over to the Authority's Legal Counsel for the commencement of eviction proceedings.
 3. In all cases, if full payment of tenant obligations is not met, the Principal Account Clerk may recommend scheduled payments pursuant to the Rent Repayment Agreement to the Housing Manager. NOTE: A Rent Repayment Agreement shall only be approved by the Housing Manager.

VI. Non-Sufficient Funds

- A. Returned tenant rent checks for non-sufficient funds are considered nonpayment of rent and a late charge of \$30.00 will be applied. Also, a nonsufficient funds charge of \$35.00 will be issued by the bank. After one returned check, only money orders or certified checks will be accepted.

VII. Warrant of Removal

- A. The Authority may accept the full amount of rent due at any time up to the execution of a Warrant of Removal.
- B. If the *full amount* due is forwarded by the tenant, the Authority will dismiss the complaint for possession of the unit.
- C. The Authority reserves the right to refuse payment by personal check after the complaint for possession of the unit has been filed.
- D. If you are late with your rent payment three months in a row, you are considered habitually late. You will be turned over to our Legal Counsel.

VIII. Consent Judgment

- A. The Principal Account Clerk, subject to the Housing Manager's approval, may enter a Consent Judgment for payment of rent plus charges on the trial date, if a least 75% of the total tenant obligation is paid on the trial date and the balance due is agreed to be paid within fourteen (14) days.
- B. The Principal Account Clerk, subject to the Housing Manager's approval, may waive the 75% requirement, if reasonably assured that a third-party payor, i.e. Welfare, will assure payment within fourteen (14) days.
- C. NOTE: No extension will be granted after a default judgement.
- D. In accordance with Lease and State and Local Law, the tenant may be required to pay Court Costs and Attorney Fees.

IX. Incorporation in Leases

This Rent Collection Policy shall be incorporated by attachment to and by reference in all leases between Tenants and Authority for all public housing dwelling units, whether or not so specifically provided in such leases.