

Worcester Housing Authority

Rent Collection Policy

The Worcester Housing Authority (WHA) will vigorously pursue timely rent payments.

1. Rent is due and payable in advance on or before the seventh day of each month. Rent payments shall be paid via automatic withdrawal through Demand Debit Program or paid online through UniPay. Cash will be accepted at the discretion of the WHA. However, the cash payment method is discouraged but, in some circumstances, it will be accepted. Cash payments must be made during authority office hours, in hand to an office staff member, and receipt will be immediately issued. Rent may be paid at any time before the rent due date.
2. If a payment is returned for insufficient funds, the WHA may require payment by money order or bank check. The WHA may impose a reasonable returned check fee based on the bank fee, not to exceed \$35.00.
3. If the tenant fails to pay rent by due date, any subsequent payments shall be applied to the oldest outstanding balance.
4. Should the tenant fail to pay all or any part of the rent by the end of the month for which rent is due, the WHA shall impose a late fee in the amount of \$25.00. The WHA may waive the late fee in its sole discretion. The late fee in no way waives the obligation of the tenant to pay rent in a timely manner. Late payments may result in termination of the Lease, eviction proceedings, and action to collect arrearages, constable fees, and costs.
5. Rent received after 4:30 pm on any day is considered received on the next regular business day. If the rent payment is paid in cash and received on a weekend or holiday it is considered received on the next regular business day.
6. If all or any part of the monthly rent payment is received after 4:30 pm after office hours or placed in the drop box, after the seventh of the month, then the unpaid rent shall be deemed delinquent.
7. For State Public Housing Program Only Any over-housed tenant who refuses to sign a new lease and move to a unit of appropriate size within 30 days of the WHA's Notice of Transfer, will thereafter be charged 150% of the current rent. The WHA will continue to collect the higher rent until such time that another appropriately-sized unit becomes available and the tenant signs a lease and agrees to move to the new unit. This shall not apply to households exempted by law (gold star mothers, veterans, and widows/widowers of veterans).
8. Misrepresentation, nondisclosure, or late disclosure of income, failure to report changes in household size, or other acts which violate rent collection provisions in the lease may result in initiation of eviction proceedings. The WHA will aggressively pursue collection of overdue rental monies.

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9. If a tenant fails to pay all or any part of the rent by the seventh of the month, the authority will deem the rent delinquent and may issue a Notice of Lease Termination/Notice to Quit. Before issuing such a Notice, except where the tenant is habitually delinquent in paying rent and has had an opportunity for discussion within the prior six months, the authority may provide the tenant with an opportunity to discuss the reason for nonpayment.
10. Upon expiration of the Notice to Quit, the authority will serve a Summary Process Summons and Complaint on tenant and file the action in a court of appropriate jurisdiction. The tenant will pay all expenses incurred by the authority as a result of the tenant's failure to pay rent. These costs include court filing fees, sheriff/constable costs, and moving/storage costs in eviction actions commenced on account of tenant's nonpayment of rent.
11. If a resident fails to pay rent and/or habitually pays rent late in violation of the lease and the matter proceeds to court and is resolved through an Agreement for Judgment, the resident may be required to enroll in the Housing Authority's Direct Debit (automatic payment) program as a condition of the agreement. The resident must authorize automatic withdrawal of monthly rent from a designated bank account. If the resident does not currently have a checking account, they may be required to obtain one in order to comply with this Direct Debit stipulation. Failure to enroll in or maintain Direct Debit as required may constitute a violation of the Agreement for Judgment.
12. When management or a tenant properly terminates the lease, and tenant leaves between rent payment dates, the rental amount will be adjusted proportionally.
13. The tenant's lease or applicable regulations may contain additional provisions regarding rent payment and collection.