

# RENT PAYMENT POLICY LATE CHARGE POICY FRISCO HOUSING AUTHORITY

## As Stated in the LEASE AGREEMENT

- a. The initial term of this Lease is twelve (12) months, unless otherwise modified or terminated in accordance with Section 17. The Lease shall automatically be renewed for successive terms of one year.
- b. At admission and each annual recertification, the Tenant will be given a choice between paying an income-based rent or flat rent. The formula for income-based rent is established in Federal Regulations. Unless revised in the regulations, a Tenant pays the greater of 30 percent of adjusted monthly income or 10 percent of monthly income, but never less than the PHA minimum rent of \$ 50.00. Flat rent is a market-based rent that reflects the age, size, location, condition and amenities of each of PHA's developments.
- c. Families that include at least one member who is either a U.S. citizen or an eligible immigrant and other members who are neither U.S. citizens nor eligible immigrants are called "Mixed Families". As required by Federal law, these families will pay a higher pro-rated rent based on the percentage of members who are eligible for housing assistance.
- d. In developments with Tenant-paid utilities, only tenants who pay an income-based rent will receive a Utility Allowance. Flat rent payers do not receive a Utility Allowance.
- e. The rent amount is stated in the Part 1 of the Lease. Rent shall remain in effect unless adjusted by PHA in accordance with Section 2 of this Lease. The amount of the rent shall be determined by PHA in compliance with the HUD regulations.
- f. Rent is due and payable in advance without demand on the first day of each month. Rent is late if not paid by the later of the 5th business day of the month or two business days after the documented receipt of income from government assistance (TANF, SSI, Social Security).
- g. **Failure to pay rent on time is a serious lease violation and grounds for lease termination, but PHA shall not penalize Tenant for government payments that are late.**
- h. **Three late payments within any 12-month period shall be considered repeated late payment and shall be a serious lease violation and grounds for lease termination, although the Manager must take the date income is actually received into account in making a determination of late payment.**

## 2. Notice of Rent Adjustment

- a. When PHA increases the amount of the rent, PHA shall provide written notice to the Tenant no less than 30 days prior to the effective date of the increase.
- b. If rent decreases, PHA will reduce the rent on the first of the month after the circumstances leading to the decrease are reported by the Tenant, but not until the circumstances are verified.

### 3. Charges in Addition to Rent

- a. In addition to rent, the Tenant is responsible for the payment of other charges. The notice of charge shall advise the Tenant that he/she has the right to an explanation of the charge and that disputes concerning charges may be resolved through the Grievance Procedures.
- b. Charges in addition to rent are due on the first day of the month after the charge is incurred if a minimum of 14 days' notice has been given. The Tenant may have an opportunity to enter into a reasonable payment arrangement based upon the Tenant's adjusted income and payment history.
- c. **Failure to pay charges in addition to rent when due is a serious lease violation and grounds for lease termination.**
- d. Charges in addition to rent can include but are not limited to:
  - 1) Excess Utility Charges: In units with utilities that are not billed directly to the Tenant, PHA will bill the Tenant monthly for utility usage in excess of the amount allowed (at check-metered developments) or for the use of major Tenant-supplied appliances (at developments without check meters). There are no excess utility charges when the Tenant pays utility charges directly to the utility supplier.
  - 2) Maintenance costs. The Tenant will be charged for services or repairs due to intentional, careless or negligent damage to the dwelling unit, common areas, or grounds beyond normal wear and tear, caused by the Tenant, tenant family, tenant's pet(s), or guests. When such damage occurs, the Tenant shall be charged for such service, either in accordance with the higher of a charge based on the Schedule of Maintenance Charges posted by PHA or the actual cost to PHA for the labor and materials needed to complete the work.
  - 3) Insufficient Funds Charge: A fee of the greater of \$35 or the amount charged by the bank will be charged to the tenant for any check to PHA written by a tenant that is returned for insufficient funds. In addition, no personal checks will be accepted from a Tenant who writes an NSF check. All future payments must be made by cashier's check or money order.
  - 4) Late Fees: A charge of \$15, plus \$0.00 per day after the day specified in Section 1.f of this lease will be due and payable for all rent not received in a timely manner. .
  - 5) Installation charges: The Agency will charge the tenant for the actual cost of installing Tenant-supplied air conditioners or ceiling fans. Air conditioners and ceiling fans may only be installed by PHA personnel or PHA-approved contractors.
  - 6) Reasonable Accommodations: In levying charges in addition to rent, the Agency shall grant reasonable accommodation, at no charge to the Tenant, for persons with disabilities who require equipment, additional utilities or devices necessary for the treatment of the disability or to facilitate access to the dwelling unit, common areas, community facilities or grounds.

### 4. Payment Location

Rent and other charges shall be paid in person at

**9400 3<sup>rd</sup> Street #405** Frisco, Texas 75033.

All payments must be made by check, cashier's check or money order. No cash will be accepted for any amounts due to PHA.

**Adopted 8/2017**