



Serving elderly, disabled & low income citizens of
Bristol and Sullivan County, Tennessee
204 Bluff City Hwy. • Bristol, TN 37620-4215

RENT COLLECTION POLICY

Adopted by Bristol Housing's Board of Commissioners

September 28, 2016

Resolution 16- 08

REVISED: September 26, 2018

General

- a. Rent is due on or before the first of each month and is delinquent after the 7th day of the month or the end of the next business day if the 7th falls on a Friday, weekend or holiday.
- b. Maintenance charges and all other charges are due the 1st day of each month following the month in which the charge was incurred. Such charges shall be considered delinquent on the 7th business day of the month following the due date, unless the 7th falls on a Friday, weekend or holiday.
- c. All payments shall first be applied to the rent and/or rental agreement, repayment agreement and/or other costs that are oldest, unless written instructions are received from the project manager to the contrary or unless some charges are currently contested under a written grievance.
- d. No amount shall be considered too small to obtain a Detainer Warrant. The Dwelling Lease may be terminated for chronic rent delinquency.
- e. Management reserves the right to waive late charges or to accept payments after the delinquency dates as determined on a case by case basis.
- f. Bristol Housing will not accept a partial payment of rent except in the case of a person receiving a rent extension or an intent to pay from an agency or church.

Payments After the Delinquency Date

- a. Bristol Housing will assess a late charge of \$15 to all residents unless an exception has been approved by the Project Manager.
- b. Payments tendered by residents after the delinquency date and prior to a detainer warrant will be accepted by Management provided all rent and other charges due are paid in full. No partial payments will be accepted after the delinquency date unless approved by the Project Manager.
- c. No payments will be accepted after the expiration of the termination notice unless the resident has made a written request for late payments and delay of court action. Such requests will require the Project Manager's approval.

- d. Failure to make payments when due and before expiration of the Dwelling Lease termination, shall result in an issuance of a Notice to Evict followed by a Detainer Warrant.

Procedures After the Expiration or the Termination of the Dwelling Lease

- a. Immediately after the expiration of the Notice to Vacate, the project manager will obtain a Detainer Warrant.
- b. Cash payment, money order or cashier's check of the full amount owed will only be accepted after the Detainer Warrant is issued until the day before the court date.

Retroactive Rent Charges

- a. If a resident owing a charge other than current rent does not pay this charge when due and does not contact the Project Manager prior to the due date to get a signed payment agreement, the Project Manager will send the resident notice of such.
- b. Residents are often unable to meet a majority of their new obligation in addition to their rent. In cases where eviction is not justified, the Project Manager may permit the resident to enter into a signed repayment agreement. All payment agreements must be signed by the resident and the Project Manager and/or the Project Assistant.
- c. Before a resident can sign a repayment agreement, they must have a conference with the Project Manager and/or the Project Assistant. In the conference, the Project Manager and/or the Project Assistant will explain the following to each resident signing a repayment agreement:
 - 1. Bristol Housing's policy on collecting rental and other charges;
 - 2. The due date of the charges owed;
 - 3. The due date of the resident's current rent;
 - 4. The consequences of failing to pay rent and other charges in the amount and on the dates specified in the payment agreement; and

5. That Bristol Housing will attempt to work out additional steps to help the resident in payment of this debt, only if the Project Manager and/or the Project Assistant is contacted prior to the due date of the payment.
- d. A resident may not be on two repayment agreements at once.
- e. The amount paid each month under a repayment agreement should be determined by two factors:
 1. The amount owed; and
 2. The resident's ability to live on their income after making the payment and paying the regular rent.
- f. The time limit for paying off a debt varies with the nature of the charge:
 - See Bristol Housing Repayment Agreement Policy.
- g. If a family misses any payment for the past charges, the Project Manager will immediately send a 14 Day Notice to Vacate) to the resident. After the 14 days expire, a Detainer Warrant will be issued. Any payments accepted after the Detainer Warrant has been issued, will be accepted with reservations only. The entire balance the resident owes the Authority must be paid in full the business day before the court date.

Vacated Tenants With Balances

Vacated tenants will have thirty days from the date the Move-Out Statement is mailed to pay the account in full or make arrangements for payment. Unpaid accounts will be reported to the Credit Bureau and sent to a collection agency after the expiration of this time period.

Terms and Conditions of Payment of Security Deposits

- a. When a resident signs the lease, he/she must pay \$100.00 towards a \$200.00 security deposit. The remaining balance of the security deposit must be paid in installments of \$25.00 for the next four consecutive months following the date of lease.

- b. The security deposit remains on account as surety that the resident will return possession of the apartment in the same condition in which he/she received it.
- c. Any damages to the apartment and its contents other than reasonable wear and tear will be charged against the security deposit at the time of move out. The resident has the right to be present during inspection at the time of move out, when such charges are determined.

Terms and Conditions of Other Charges in Addition to Rent

The resident agrees to pay for all repairs made to the unit due to resident damage or neglect. The resident must pay such charges upon receipt of billing by Bristol Housing. Such charges will be made based on either a pre-posted list of maintenance charges or on actual cost of labor and materials.

In the event of damages discovered at move-out, the family's security deposit will be reduced by the amount necessary to execute repairs above "normal wear and tear". Any remaining balance will be refunded to the resident under the following conditions:

- a. The resident leaves a forwarding address or makes arrangements to pick up the deposit in person;
- b. The resident owes no other charges for rent, excess utility consumption, late fees and any other applicable charges;
- c. The remaining balance will be paid within 30 days of move-out.

Check Cashing, Automatic Draft and Returned Check Policies

- a. Bristol Housing does not cash any type of check(s). First party checks, money orders and/or cashier's checks made payable to Bristol Housing for the amount owed may be accepted.
- b. Residents will be notified in writing and charged a \$25 fee when drafts and or checks are returned unpaid by the financial institution. Any and all charges will be due and payable immediately upon notification.
- c. Any extensions of time to pay the balance due will be solely at the discretion of the Project Manager.

- d. The Financial Analyst shall keep a record of all residents who have returned checks or drafts. Any resident who has two (2) returned checks or drafts, whether intentional or not, will be required to make future payments in the form of cash, money order and/or cashier's check.
- e. Payments can be paid in person at First Tennessee Bank, 800 State St., Bristol, TN or mailed to Bristol Housing at 204 Bluff City Hwy., Bristol, TN 37620-4215.

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Passed: 09/28/2016