

# SOMERSWORTH HOUSING AUTHORITY

## Rent Collection Policy – Lease Addendum

It is the adopted policy of the Somersworth Housing Authority (SHA) that all **tenant rents are due and payable on the first (1<sup>st</sup>) of each month**, payable in advance for the month.

*All payment of rents, whether mailed or paid in person, must be received or postmarked by the fifth (5<sup>th</sup>) day of the month.* If the fifth should fall on a weekend or a holiday, it is due the next business day. Example: the fifth (5<sup>th</sup>) is a Sunday so rents would be due by the following Monday ~ the sixth (6<sup>th</sup>), in this example. Form of payment accepted shall be personal check, bank check, money order ~ no cash is accepted.

Rents may be mailed to P.O. Box 31 or 25A Bartlett Avenue, Somersworth, NH 03878. They can be placed in Front Office Drop Slot during office hours (Mon-Fri 8 am – 4 pm) located inside the office before the security doors accessibility in the waiting room. There is also an outside drop slot for after hours (after 4 pm) located on the left hand side of the main entrance (around the corner of the building, under the window).

If the rent has not been received by the fifth (5<sup>th</sup>) day of the month, the tenant will be served a combined Demand for Rent and Eviction Notice (Notice of Lease Termination Non-Payment of Rent) at the sole discretion of the Somersworth Housing Authority. Such eviction notice will be in keeping with the State and Federal laws and is consistent with the provision of the tenant's lease and the Grievance Procedure of the Somersworth Housing Authority.

Any payments received from any tenant shall first be applied to any outstanding amounts owed by the tenant for prior rent due, late fees or charges for NSF bank fees and/or penalties for returned checks for insufficient funds, A/C/freezer fees, cable TV fees, work order charges, attorney and court costs, past due pet or security deposits or other prearranged payment agreement amounts. The remainder of such payment, if any, shall be applied to the current rent due. Even if the payment made by the tenant is for the full amount of the agreed upon monthly rent, if any portion of it is applied to the charges specified above, the rent for the current month shall be considered *not paid in full* and the eviction process shall go forward at the discretion of the Somersworth Housing Authority unless the tenant pays all of the outstanding sums due prior to the fifth day of the month.

If full payment, including late fee and \$15.00 liquidated damage in accordance with RSA 540.9, *is not received* by the SHA by the end of the period (fourteen (14) days from date of delivery of eviction notice) covered by the combined Demand for Rent and Eviction Notice (Notice of Lease Termination Non-Payment of Rent) or if tenant is not successful through the Grievance process, then eviction proceedings will be undertaken in accordance with applicable State/Federal laws and the SHA's Grievance Policy.

**LATE PAYMENTS**

No tenancy shall be terminated for non-payment of rent if the tenant pays ALL charges plus a Late Payment Charge of \$15 before the end of the period (fourteen (14) days from date of delivery of eviction notice) covered by the combined Demand for Rent and Eviction Notice (Notice of Lease Termination Non-Payment of Rent). Provided, however, a tenant may not defeat an eviction for non-payment by use of this provision more than three (3) times in one calendar year. Thus, chronically late payments can be cause for eviction of the tenant. Failure to pay late charges will, as above, be grounds for eviction.

**RETURNED/INSUFFICIENT PERSONAL CHECKS**

Tenant will be charged the applicable NSF bank fee for each personal check returned due to insufficient funds. The SHA will allow two (2) returned checks within a one (1) year time period. If two (2) such rent payment checks are received, from that date forward, no further personal checks will be accepted.

The parties of this Agreement hereby acknowledge that they have read and understand the contents and hereby agree to the terms.

Somersworth Housing Authority

\_\_\_\_\_  
Tenant

By \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Adopted 8/11/16  
By Board of Commissioners