

The purpose of the Norton Housing Authority's (NHA) rent repayment policy is to establish consistent procedures and guidelines to be applied to each and every tenant with respect to collection of rent, as well as to comply with the Massachusetts Department of Housing and Community Development and United States Department of Housing and Urban Development's Regulations.

In accordance with the Revised 2009 DHCD Lease Agreement, Section II (B), rent is due and payable within seven (7) days of its due date on the first of each month:

**Nonpayment of Rent - Delinquency and Lease Termination Notice**

**In the event that Tenant shall fail to pay all or any part of the rent within seven (7) days of its due date, the LHA may declare the unpaid rent delinquent and issue a Notice of Termination of Lease which may include a Notice to Quit. Prior to issuing such a notice, except where Tenant has been habitually delinquent in paying rent and has had a prior opportunity for discussion within the prior six (6) months, the LHA shall provide the Tenant with an opportunity to discuss the reason for the late payment.**

All amounts due to the NHA by a household must be repaid timely. If the resident is unable to repay the debt within 30 days, the Housing Authority may offer to enter into a repayment agreement in accordance with this policy. NHA may offer residents the opportunity to enter into a repayment agreement based on the facts and circumstances of the case. NHA will allow a tenant to enter in to a payment plan if the arrearage will be paid off in 12 months OR if this is a first-time instance the tenant has allowed his/her rent to go in arrears. In addition, NHA may require residents with a checking or savings account to enter into an ACH automatic rent withdrawal going forward for rent and any arrearage payments.

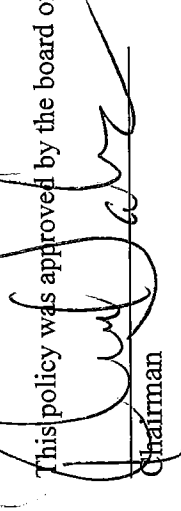
A breach of a repayment agreement, by a resident, will be considered delinquent with one late payment in accordance with Revised 2009 DHCD Lease Agreement, Section II (B). In the case of a breach of the repayment agreement, NHA shall retain the right to terminate the lease and move forward with a 14 Day Notice to Quit in accordance with the notice and hearing procedures. Termination will be based on the grounds originally available at the time of execution of the Repayment Agreement and on any additional grounds, which have become applicable since the execution of the Agreement.

NHA will not enter into a repayment agreement if there is already a repayment agreement in place with the resident. If the resident requests a transfer to another unit and has a repayment agreement in place, the resident will be considered not in good standing and the transfer request will be denied.

**Guidelines for Repayment**

- The Executive Director or his/her appointee must execute the Repayment Agreement between the NHA and the head of household.
- Residents with a checking or savings account will agree to enter into an ACH agreement with NHA for automatic withdrawal of arrearage re-payment amounts and rental amount going forward.
- A payment will be considered to be in arrears if it is not received by the close of the seventh business day after the due date.
- The agreement will be considered to be in default when the tenant is in arrears for 1 payment.

This policy was approved by the board of Commissioners for the Norton Housing Authority on February 20, 2018.



Chairman