

HOUSING AUTHORITY OF THE CITY OF FALLS CITY
RENT COLLECTION POLICY

1. All lease agreements with tenants of the Housing Authority shall contain provisions making all monthly rental payments due on the first (1st) day of EACH MONTH. A rental shall be deemed paid when it is actually received at the office of the Housing Authority located at 800 East 21st Street, Falls City, Nebraska.
2. If a rental is not paid on or before the 5th day of the month, it is considered delinquent.
3. Tenant shall make all rental payments in full. Payment of less than the full amount of the owed may be accepted by the Housing Authority providing that prior arrangements have been made with the Management.

Payment or receipt of a rental payment of less than the amount stated in the lease shall be deemed nothing more than partial payment on the month's account. Under NO circumstances shall the Housing Authority's acceptance of a partial payment constitute accord and satisfaction. Nor will the Housing Authority's acceptance of a partial payment forfeit the right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on any check.

Any modification to this policy must be made in a letter signed by the Housing Authority, in which the Housing Authority states and agrees to the modification. The Housing Authority may accept any partial payment with any conditional endorsement with prejudice to their right to recover the balance remaining due, or to pursue any other remedy available under the lease.

4. On the 6th day of each month, or as soon thereafter as is reasonably possible in the normal course of business, the Housing Authority will send a notice to each tenant for whom payment in full of that month's rent has not yet been received. That notice will confirm that the rent is delinquent, and additionally will inform the tenant that if the unpaid rent is not paid the lease will be terminated within 14 days. The tenant will then be expected to move from the premises and if the tenant fails to voluntarily move, court proceedings may be initiated by the Housing Authority to remove them.
5. The period of time allowed for payment in the notice shall conform with the requirements of state and federal statutes and regulations. The time allowed for payment shall be 3 DAYS from the date on which the tenant received the notice.
6. If payment in full is received within the time allowed for payment in the notice, no legal action will be initiated by the Housing Authority against the tenant.

7. If payment in full is not received within the time allowed for payment in the notice, (presently 3 DAYS), the Housing Authority through its director and legal counsel, may immediately commence an action in appropriate court to recover the possession of the lease premises. The Housing Authority may take such action as necessary to collect unpaid rent and fees, (e.g. collection agency and/or court proceedings.)
8. The notice shall also remind the tenant of the tenant's rights under the grievance procedure of the Housing Authority. If a grievance is timely filed, no court proceedings shall be initiated until the grievance is fully resolved.
9. Any tenant evicted from a Housing Authority unit, whether for non-payment of rent or other breach of the lease, will not be allowed to enter into a new lease agreement at a later date with the Housing Authority unless all expense for which the Housing Authority has obtained a judgment in court proceedings, shall be paid in full.
10. NOTICE OF LEASE TERMINATION: If the Housing Authority issues three (3) consecutive Notices of Lease Termination to a tenant for non-payment of rent, the Housing Authority will immediately send a 30-day Notice of Termination of Lease. Each Notice will conform with requirements of the tenant's lease and inform the tenant of the right to request a grievance hearing in accordance with the Housing Authority's Grievance Procedures.
11. The Rent Collection Policy shall be referenced and attached to all current and future leases. To the extent that any prior resolutions of the Housing Authority are contrary to or in conflict with this resolution, they are hereby expressly repealed.