



**HOUSING AUTHORITIES OF THE
CITY OF WASHBURN & COUNTY OF BAYFIELD**



420 EAST THIRD STREET, WASHBURN, WI. 54891
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This institution is an equal opportunity provider.

MEMO

To: City of Washburn and County of Bayfield Housing Authority Tenants
From: Jennifer Toribio-Warren, Executive Director
Date: April 2, 2025
Re: Updated HA-012 Rent Collection & Tenant Charges Policy

A revised Rent Collection & Tenant Charges Policy was passed by the Board of Commissioners at the March 26, 2025, Board meeting.

Below is a summary of the changes:

1. The policy was updated to reflect a change in HUD policy now requiring a 30-day vacate notice prior to termination of lease for nonpayment of rent.
2. General wording & formatting

Enclosed is a copy of the full Rent Collection & Tenant Charges Policy. After reading the policy, **please sign, date, and return to the office with your next rent check, by mail, or by taking a picture of it and mailing it to: mgonderzik@bayfieldcountyhousing.org**

If you would like a copy of the policy to keep in your files, please let us know.

Thank you.

In accordance with the Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410

Fax: (202) 690-7442; or
Email: program.intake@usda.gov

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RENT COLLECTION & TENANT CHARGES POLICY

The tenant shall pay the amount of rent determined by the PHA in accordance with HUD and RD regulations and other requirements. The amount of the tenant rent is subject to change in accordance with HUD and RD requirements.

I. Form of Payment and Address

Rent shall be paid by mail or in person at the office of the Housing Authority. Checks or money orders should be made payable to the **Housing Authority** at:

Housing Authority
420 E 3rd Street
Washburn, WI 54891

It is the obligation of the tenant to ensure rent payments safely reach the Housing Authority office. Failure to pay the correct amount of rent or if the rent is not delivered to the office on time, regardless of the reason (i.e. lost in the mail), does not relieve the tenant of the monthly payment requirements.

Rent should not be given to Maintenance personnel when they are onsite at your property. This is not their responsibility.

II. Due Date of Payment

As stated in the lease, all rents are due and payable by the 1st of each month. However, to allow for the variances of mail pick-up and delivery throughout the County, rent will not be considered delinquent as long as it reaches our office no later than close of business (4:00 pm) on the 10th of each month. If the 10th falls on a weekend, the following Monday will be the deadline.

III. Late Rent

- A. All unpaid rents become delinquent at the close of business on the 10th of the month. If rents are not received by then, a “late rent” letter will be sent by the 15th of the month, with a late fee of \$25.00 assessed to the tenant account. Payment in full is required by the 20th.
- B. If the rent is not collected by the 20th, a Five-Day Notice to Pay/Thirty-Day Notice to Vacate will be sent (meaning, the tenant has five days to pay or Thirty days to vacate if payment is not made by the end of the five-day period). If rent is paid after the five-day notice deadline, the Thirty-day notice to vacate can still be enforced.
- C. Only two (2) Five-Day Notice to Pay/Thirty-Day Notice to Vacate will be sent to a tenant within a twelve (12) month period of time. If a third notice is required, the tenant will receive a notice to terminate tenancy for non-payment or frequent late payment of rent.
- D. The Housing Authority will not consider any partial payment of rent without a repayment agreement in place.
- E. If late rent payments are returned from the financial institution, this is the same as not paying the rent and will be treated as such. The Thirty-Day Notice to Vacate can still be enforced. Reference III.A. for charges.
- F. If the tenant remains in the rental unit after the deadline date of the Thirty-Day Notice to Vacate, court eviction proceedings will begin.

- G. Tenants will be responsible for any legally acceptable charges that are the result of eviction proceedings.
- H. If the tenant remains in the rental unit after the deadline date of the Thirty-Day Notice to Vacate, the tenant will be responsible for twice the daily rental amount until he/she does vacate the premises and all keys are returned to the Housing Authority.

IV. Extension

A tenant may be given an extension beyond the 10th of the month, depending on the circumstances. The tenant must contact the Housing Authority office prior to the 10th of the month to request an extension. However, late fees will be assessed to any rents arriving in the Housing Authority office after the 10th of the month unless circumstances for non-payment are extreme, such as hospitalization. Those circumstances are to be assessed on an individual basis by Housing Authority office staff. The issuance of an extension is also at the discretion of the Housing Authority staff and will not automatically be granted. If the rent is not paid on the date set forth in the extension, refer to III. Late Rent

V. Repayment Plans

- A. A tenant's debt may be satisfied by either paying the full amount due immediately upon the Housing Authority request or through a repayment agreement approved by the Housing Authority. A repayment agreement between the Housing Authority and a tenant is similar to a promissory note. The repayment agreement must contain the following provisions:
 - Details regarding the nature of the debt according to the lease and policy.
 - The terms of payment. Terms of the agreement may be renegotiated if there is a decrease or increase in the family's income.
 - Any special provisions of the agreement
 - The remedies available to the Housing Authority upon default of the agreement.
 - The monthly repayment amount in addition to the family's regular rent contribution.
- B. The Housing Authority will not enter into additional repayment agreements if:
 - The tenant already has an agreement in force;
 - The Housing Authority determines that the family has committed additional program fraud during the term of the repayment agreement.

There is no maximum dollar amount for considering if the Housing Authority will enter into a repayment agreement. Although the Housing Authority is authorized to enter into a repayment agreement of up to twelve (12) months, the maximum term may not be automatically granted. Each family should be evaluated on a case-by-case basis. The term of the agreement may range from one (1) to twelve (12) months depending on the family's income and the amount owed.

Repayment options include lump sum payments, monthly installments, or a combination of both. If a tenant refuses to enter into a repayment agreement or defaults on an existing agreement, the tenant must be terminated from the program and collection/enforcement actions may be pursued.

VI. Additional Charges Related to Rent

- A. If a Tenant's check is returned by the financial institution, the Housing Authority will require the tenant to pay subsequent rents by money order or cashier's check. The tenant will also be required to reimburse for all charges incurred by a tenant's returned check up to the amount of \$40.00.

- B. In the event any account becomes delinquent for any reason and is turned over for collection, collection costs of 18% will be added to the past due balance.

VII. Additional Tenant Charges

- A. When applicable, the tenant will be charged for maintenance, repairs, and/or services. These include the following, but are not limited to apartment supplies, damages, late fees, cost of services, lock out fees and keys.
- B. Invoices will be issued at the time of completion. Charges are due and payable 14 calendar days after receipt of billing.
- C. Any unpaid balances related to tenant charges over 30 days will be assessed as a 1.5% interest charge each month.
- D. Nonpayment of tenant charges is a violation of the lease and is grounds for eviction.

By my signature, I certify that I have received a copy of the Rent Collection & Tenant Charges Policy from the Housing Authority and agree to abide by these guidelines. I further understand that these rent guidelines are a part of my lease agreement with the Housing Authority.

Head of Household Signature

Date

Printed Name and Location