

Montgomery Housing Authority Rent Collection Policy

1. Rent is due and payable, in advance, without notice, on or before the first day of each month and is delinquent after the fifth (5th) calendar day of the month.
2. In the event rent is not paid by the close of business on the fifth (5th) calendar day of the month, a Notice of Termination/Demand for Possession (a 14 calendar day notice), will be sent to these delinquent tenants.
3. In the event rent and other charges due are not paid by the close of business on the fifth (5th) calendar day of the month, a late payment charge of \$25.00 will be added to the tenant's account as part of charges owed.
4. In the event a tenant is sent a Notice of Lease Termination/Demand for Possession, the Montgomery Housing Authority will follow Sections XII and XIII, of the dwelling lease, for Termination of Tenancy and Eviction. Notices will be filed with the District Court of Montgomery County, Alabama, demanding judgment for the property against defendant, and/or, judgment for rent, damages, and other charges due.
5. In cases where judgment is in favor of the plaintiff, and the defendant appeals this judgment, the defendant will be required to pay rent, from the date of filing, to the court pursuant to applicable state law.

If an eviction suit for non-payment of rent is filed against a tenant, under the following circumstances, the Director of Public Housing and the Attorney for the Montgomery Housing Authority may negotiate with the tenant (and/or the tenant's legal representative) concerning settlement or disposition of an eviction suit against the tenant. The circumstances or criteria are as follows:

- a. If the eviction suit is for non-payment of rent and that ground only;
- b. If the eviction suit is the first such eviction suit filed against the tenant;
- c. If, in the opinion of the Director of Public Housing, there does not exist some other good reason to deny continued occupancy to the tenant.
- d. If, in the opinion of the Director of Public Housing, there does not exist some other good reason to deny continued occupancy to the tenant.

If each of the foregoing conditions or criteria exist, in the opinion of the Director of

Public Housing, then a tenant may be allowed to pay the total charges to the date the eviction suit is set for trial, including attorney fees incurred and court cost, and the eviction suit will be dismissed. If, in the opinion of the Director of Public Housing and the attorney for Montgomery Housing Authority, an appeal by the tenant of an adverse ruling from District Court to Circuit Court can be avoided by the granting of an additional, reasonable time within which the total charges to date can be paid by the tenant, the Director of Public Housing and the Attorney for Montgomery Housing Authority may, in their discretion, grant such terms and conditions as would avoid a lengthy appeal by the tenant.

Note: If minimum rents are applicable, the collection policy will not apply to a family on minimum rent that has been approved for a minimum rent hardship exemption as allowed for in the Dwelling Lease and Admissions and Continued Occupancy Policy. This exemption only applies to families on minimum rent and when they have been approved for an exemption and only during the time of the exemption. Otherwise, the collection policy applies to all residents.

Head of Household Signature

Date