

Chapter 8

8-I.F. Payments under the Lease

8-I.F.i. Rent Payments

24 CFR 966.4(b)(1)

(b) *Payments due under the lease--(1) Tenant rent.*

- (i) *The tenant shall pay the amount of the monthly tenant rent determined by the PHA in accordance with HUD regulations and other requirements. The amount of the tenant rent is subject to change in accordance with HUD requirements.*
- (ii) *The lease shall specify the initial amount of the tenant rent at the beginning of the initial lease term. The PHA shall give the tenant written notice stating any change in the amount of tenant rent, and when the change is effective.*

PHA Policy- Payments Under the Lease [Lease Part I Section II.(b)(c)(d); Part II.(4)]

(b) **Rent Amount:** *The rent amount is stated in Part II of this Lease. Rent shall remain in effect unless adjusted by the PHA in accordance with Section VII herein [966.4(c)].*

Tenant has the option, upon admission to public housing and annually thereafter, whether to pay flat rent (market value) or income-based rent [960.253].

The amount of the income-based rent shall be determined by the PHA in compliance with HUD regulations and requirements and in accordance with the Admissions and Continued Occupancy Policy, herein after referred to as the "ACOP" [960.253 (C)] [966.4(b)(1)(i)].

- (c) **Rent Due:** *Rent is DUE and PAYABLE in advance on the first day of each month and is delinquent on the next day. Rent may include utilities as described in Section VII, and includes all maintenance services due to normal wear and tear [966.4(e)(1)&(3)].*
- (d) **Rent Changes:** *When the PHA makes any change in the amount of income-based rent, or in the Flat Rent, the PHA shall give written notice to Tenant. The notice shall state the new amount, and the date the new amount is applicable. Rent re-determinations are subject to the Grievance Procedure, attached to and incorporated into this lease by reference. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by the PHA [966.4 (c)(4)].*

8-I.F.ii. Late Fees and Non-payment [CFR 966.4(q) and (r)]

5/10/2024

24 CFR 966.4(b)(3)

3. *Late payment penalties. At the option of the PHA, the lease may provide for payment of penalties for late payment.*

24 CFR 966.4(b)(4)

4. *When charges are due. The lease shall provide that charges assessed under paragraph (b) (2) and (3) of this section shall not be due and collectible until two weeks after the PHA gives written notice of the charges. Such notice constitutes a notice of adverse action, and must meet the requirements governing a notice of adverse action (see Sec. 966.4(e)(8)).*

7/1/2025

The lease must also contain a provision or addendum that tenants will receive notification at least 30 days before an eviction for nonpayment of rent is filed [24 CFR 966.4(q)]. The PHA must not provide tenants with a termination notice prior to the day after the rent is due according to the lease. The PHA must not proceed with filing an eviction if the tenant pays the alleged amount of rent owed within the 30-day notification period [24 CFR 966.4(r)].

7/1/2025

PHA Policy

If the family fails to pay their rent by the fifth day of the month, and the PHA has not agreed to accept payment at a later date, a 30-day Notice to Vacate will be issued to the resident for failure to pay rent, demanding payment in full or the surrender of the premises. The PHA will not proceed with filing an eviction if the tenant pays the alleged amount of rent owed within the 30-day notification period.

In addition, if the resident fails to make payment by the end of office hours on the fifth day of the month, a late fee will be charged. Notices of late fees will be in accordance with requirements regarding notices of adverse action. Charges are due and payable 14 calendar days after billing. If the family requests a grievance hearing within the required timeframe, the PHA may not take action for nonpayment of the fee until the conclusion of the grievance process. If the resident can document financial hardship, the late fee may be waived on a case-by-case basis.

When a check is returned for insufficient funds or is written on a closed account, the rent will be considered unpaid and a returned check fee of \$25.00 will be charged to the family. The fee will be due and payable 14 days after billing.

8-I.F.iii. Excess Utility Charges (See 24CFR 966.4(b)(2)&(4);24CFR 966.4(e)(8); and 24CFR 966.5)

PHA Policy- Excess Utility Cost

The PHA does not charge tenants for excess consumption of utilities.

8-I.F.iv. Maintenance and Damage Charges (See 24CFR 966.4 (b)(2)&(4);24CFR 966.4(e)(8);and 24CFR 966.5)

PHA Policy- Maintenance and Damage Charges [Lease Part I Section III.(a)]

(a) Maintenance costs – The cost for services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by Tenant, household members or by guests. When the PHA determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by the PHA or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to the PHA for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged [966.4(b)(2)].

**8-I.G
Reserved**