



## WELLESLEY HOUSING AUTHORITY

109 Barton Road • Wellesley, Massachusetts 02481  
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**NAME OF POLICY** Rent Collection

**SIGNATURES:**

**CHAIR:**

Odessa MB Sanchez

**COMMISSIONERS:**

Janice B. Cohee

Maura P. Pangelles

Jack H.

Reuel Spencer

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**WELLESLEY HOUSING AUTHORITY**  
**109 Barton Road, Wellesley, Massachusetts 02481**

**Rent Collection Policy**

Adopted: 5/25/2023

Board Member Signatures

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- I. Purpose:** The Wellesley Housing Authority's Rent Collection Policy is designed to clearly describe the acceptable methods of payment for tenant rents and lay out the rules and responsibilities of both Tenants and Wellesley Housing Authority ("WHA").
- II. Due Date:** Tenants' rents are due and payable on the first (1<sup>st</sup>) day of each month.
- III. Acceptable Methods of Rent Payment:** There are Four (4) methods available for tenants to pay rent to WHA.

- Personal check
- Money Order
- Certified Bank Check
- Direct Withdrawal

*Cash Payments are not permitted under any circumstance.*

**IV. How to Pay Rent:**

- a. **Mailing a Check or Money Order:** The Wellesley Housing Authority address for mailing payment is:
- Wellesley Housing Authority  
109 Barton Road  
Wellesley, MA 02481
- b. **Direct Withdrawal** of rent from the Tenants account will occur on the 5<sup>th</sup> day of each month. If the 5<sup>th</sup> falls on a weekend or holiday the Direct Withdrawal will occur on the next business day. Authorization forms are available from the Finance Director or on the WHA website.
- c. **Drop boxes** are in the laundry rooms of Weston Road, River Street, Washington Street/ Morton Circle and in building 3 of Linden Street.
- d. **Pay in person using check or money order** by dropping the payment in the safe in the main office, 109 Barton Road during business hours.

- V. Past Due Rents:** Rent is considered late if not received by the seventh (7<sup>th</sup>) of the month. Rent not received by the seventh (7<sup>th</sup>) of the month will be considered delinquent and a Late Rent Notice will be issued.

Included in said Late Rent Notice, except where: (i) the Tenant is habitually delinquent in paying rent; or (ii) the Tenant has already been given an opportunity to discuss the reason(s) for nonpayment within the last six (6) months, the WHA shall offer the Tenant a Private



Conference, as an opportunity to discuss the reason for the nonpayment. After the Private Conference the WHA will either offer the Tenant a re-payment agreement for the balance or proceed with a fourteen (14) day Notice to Quit. No repayment agreement shall be entered into without the authorization/approval of the Executive Director.

For purposes of this policy, a Tenant is considered habitually delinquent when they have been late and/or missed 2-3 rent payments within the last twelve (12) months.

**VI. Failure to Pay Rent:** If a Tenant fails to pay the rent by the fourteenth (14<sup>th</sup>) day of the month, the WHA will issue a Notice to Quit.

Tenants who wish to pay their arrearage before their Notice to Quit expires must pay all rent owed.

Partial payments will be accepted while there is an outstanding Notice to Quit. However, such payments shall be accepted as Use and Occupancy only and the WHA's acceptance of such Use and Occupancy payments, without more, shall not operate as a waiver of the WHA's right to proceed with the eviction process. All monies received as Use and Occupancy will be applied to the past arrearage beginning with the first month of delinquency and proceeding forward.

Upon expiration of the Notice to Quit, the WHA will serve a Summary Process Summons and Complaint on the Tenant and file the action in a Court of appropriate jurisdiction. The Tenant shall be responsible for all expenses incurred by the WHA as a result of the Tenant's failure to pay rent, including court filing fees, reasonable attorney fees, sheriff/constable costs, and moving/storage costs in eviction actions commenced on account of such nonpayment of rent.

**VII. Late Payment & Other Fees:** A fee in the amount of \$25.00 will be applied to any Tenant account that is still unpaid after the thirtieth (30<sup>th</sup>) day of the month. Additional action including but not limited to Eviction Proceedings will follow if rent is not paid.

The Tenant shall be assessed actual charges incurred by the Authority to process checks that are returned for insufficient funds. If two (2) checks are returned for insufficient funds in any twelve (12) month period, personal checks will no longer be accepted for rental payments. Residents will be invoiced for insufficient funds and will have thirty (30) days to reimburse the WHA.

If a Tenant's check is returned for insufficient funds, then that portion of rent which was not received shall be treated as delinquent.

**VIII. Termination of Tenancy:** A final statement will be prepared and sent to all Tenants after they vacate their units. Such statement will indicate the total amount due and payable to the WHA for rent, repairs, fees, or other charges.

When a Tenant ends tenancy with the WHA and an unpaid balance remains owed to the WHA, the information will be reviewed by the Board of Commissioners and, within the discretion of the Board of Commissioners, may be written off by Board resolution. The WHA reserves the right to pursuit any remaining balance as permitted by law.

**IX. Misrepresentation, nondisclosure, or late disclosure of income, failure to report changes in household size, or other fraudulent acts which violate rent collection**



**provisions in the lease, will result in the WHA aggressively pursuing collection of overdue rental monies and initiating eviction proceedings when necessary.**

Any former WHA resident that left the WHA owing money for rent arrearages, property damage, or other charges or fees, who then reapplies for tenancy or participation in any other program administered by the WHA, may be denied in accordance with 760 CMR 5.08. If payment is made in full for all charges, fees, arrears, legal fees, etc., by money order or bank check, then the WHA may waive denial, in their discretion.

*The Tenant's lease and/or State and Federal regulations may contain additional provisions regarding rent payment and collection.*

## **RENT COLLECTION POLICY MINUTES**

### **September 30, 2021 meeting minutes**

First reading of policy

### **January 26, 2023 meeting meetings**

A new rent collection policy has been created.

#### **[Resolution #2023-06](#) Rent Collection Policy First Reading**

WHA attorneys have reviewed the policy. There were no comments from the Board at the meeting. ED Sullivan requested that Board members send any comments or changes to her in writing by February 3. This policy will be voted at the next meeting.

### **May 25, 2023 meeting minutes**

#### **[Resolution #2023-06](#) Second Reading and potential vote**

Commissioner Renzella moved and Commissioner Spencer seconded a motion to approve the Rent Collection policy [Resolution #2023-06](#). Commissioner Coduri noted that there are a few typos and one numerical correction. Commissioners Renzella and Spencer moved and seconded [Resolution 2023-06](#) noting corrections. A voice vote was held and the motion carried unanimously.