

The Housing Authority of the City of Samson, Alabama
P. O. Box 307
Samson, Alabama 36477
(334) 898-7152 FAX (334) 898-2554

RENT COLLECTION AND EVICTION POLICY

1. Rent and other charges are due and payable on or before the first day of each month.
2. Rent and other charges are payable in full and no partial payment shall be accepted by management.
3. Rent and other charges become delinquent if not received at the close of business on the tenth (10th) of the month. **However, the management will make every effort to be of assistance to any resident if a problem exists which makes it impossible for the resident to make timely payment and if the resident notifies the housing authority office of this problem prior to the 10th of the month in which the rent is due. If the executive director and/or the property manager is satisfied that an unusual problem exists, they may make a written agreement extending the time that the resident has to pay without a late charge being added. Failure to comply with the agreement will result in the housing authority seeking an eviction. Examples of such circumstances may include, but shall not be limited to: late Tanf and child support payments from the court, wage earners whose rent is more than one pay period's salary or one who receives their first check for the month after the tenth (10th) of the month; serious illness or death of anyone on the lease; vehicle repairs to the only vehicle owned and used to go to and from work; the housing authority must be provided verification by the resident to support the reason they are making an agreement. Failure to provide this proof will be grounds for the agreement to be denied.**
4. On the eleventh (11th) day of the month or the next business day, management will automatically add a \$25.00 late charge to the amount of rent and other charges owed and begin the eviction process for the following reasons:
 - A. Rent and/or other charges have not been paid in a timely manner.
 - B. Rent and/or other charges are or have been delinquent for two (2) month in succession.
 - C. Rent and/or other charges have been delinquent more than three (3) times in any twelve (12) month period.
 - D. Rent and other charges are not paid in accordance with any valid repayment agreement.
5. On the twenty-second (22nd) day of the month or the next business day and additional \$25.00 late charge will be added to rent and other charges owed.
6. The following notices will be personally delivered or sent by first class mail to the head, or other responsible adult family member in accordance with federal law, the lease, the admissions and continued occupancy policy, state law, and appropriate federal rules and regulations:
 - A. **NON-PAYMENT OF RENT OR REPEATED LATE-PAYMENT OF RENT:**
A fourteen (14) day lease termination/demand for possession shall be sent or personally delivered to the resident on the eleventh (11th) day of the month, or the next business day thereafter.
 - B. **ALL OTHER REASONS FOR TERMINATION FOR VIOLATIONS OF THE LEASE:** Fourteen (14) day notice of Termination/Demand.

A termination/demand for possession notice sent to the resident shall conform with the lease, federal rules and regulations, state law, and policies of the housing authority. The grievance procedure shall not apply to terminations for drug related criminal activity, other criminal activity, abuse of alcohol, or any activity which would be a threat to the health and safety or other tenants, employees of the authority, or other persons lawfully on the premises.

When the resident is entitled to the grievance procedure, no further action shall be taken by the authority to continue with the eviction process until the grievance procedures have been completed.

Tenant Signature

Date