

WENHAM HOUSING AUTHORITY  
RENT COLLECTION ACCORDING TO 760CMR 6.04

760 CMR: DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
6.04: continued

(2) Rent Payment.

(a) Tenant shall pay rent monthly in advance on or before the first day of each month. Rent for any fraction of a month of occupancy at the beginning or end of the term shall be charged on a *pro rata* basis. The monthly rent shall remain in effect until a new monthly rent shall have been re-determined by the LHA in accordance with 760 CMR 6.04(4) or (5).

(b) During the term while a lease is in effect the LHA shall accept as rent all payments which the tenant shall have designated as rent. The acceptance of such rental payments by the LHA shall not constitute a waiver of payment for other amounts due or of any other past, present, or future obligation under the tenant's lease. Following termination of the lease, if tenant fails to vacate, tenant shall pay monthly, in advance, the fair value of use occupancy of the unit as determined by the LHA, but not less than the rent in effect at the time of termination, provided that if the termination is contested in court, no amount higher than such rent shall be charged unless and until the termination is upheld or approved by the court. Payment for such use and occupancy, however designated, shall not create a new tenancy.

(3) Failure to Pay Rent.

(a) In the event that a tenant shall fail to pay all or any part of the rent within seven days of its due date, the LHA may declare the unpaid rent delinquent and issue a notice of termination of lease. Prior to issuing such a notice, except where the tenant is habitually delinquent in paying rent and has had a prior opportunity for discussion within the prior six months, the LHA shall provide the tenant with an opportunity to discuss the reason for the late payment.

(b) In the event that tenant shall fail to pay all or any part of the rent within 30 days of its due date, the LHA shall impose a fee in the amount of \$25 for failure to pay rent when due. The LHA may also charge tenant interest in accordance with applicable law and with the terms of tenant's lease. If tenant shall have shown good cause for late payment to the LHA, the LHA in its discretion may waive the interest or fee for late payment. If the LHA and tenant shall have entered a repayment agreement the LHA may waive the interest or fee for late payment of the rent which is the subject of the repayment agreement. By charging interest or the fee for late payment of rent, the LHA shall not have condoned tenant's breach of tenant's obligation to pay rent when due, and the LHA shall not thereby waive any rights to issue a notice of termination of the lease, to bring eviction proceedings against tenant and to collect arrearages, constable fees and costs on account of the tenant's failure to pay rent when due.

(c) In the event that a tenant's failure to pay rent due results in a monetary judgment and execution for the LHA the LHA may seek to intercept funds which are otherwise payable by the Commonwealth to tenant on or after January 1, 2005, through the Comptroller's Set-off Debt Collection Program or successor program in the manner provided by the program and as may be specified in guidelines issued by the Department.