

MOUNDSVILLE HOUSING AUTHORITY
RENT PAYMENT & CHARGES POLICY

Approved September 15, 2022
Effective January 1, 2023



Tenant shall pay the monthly rent in advance directly to the main office located at 501 Tenth Street, Moundville, WV 26041 or one of the site rent boxes located at: Burley Court, Kermit & Gatts Court, Francine Court, Helfer Pavilion or the Golden Towers. Rent is due the first (1st) day of every month and no later than the seventh (7th) day of each month. When making a payment to the MHA, oldest charges on your account are paid first before applying any payment to current rent or other charges. Please note that not keeping your account current can cause you to be delinquent in your rent and thus could be grounds for lease termination for non-payment of rent.

Cash payments

Cash payments are **NOT** accepted.

Money Orders or Cashier's Checks

Money orders or cashier's checks may be hand delivered to the MHA office, any MHA rent box sites, or sent through the mail. If your rent is sent through the mail and received after its due date, please note the date it was postmarked must be before the rent due date for it to be considered on time and not delinquent.

Checks

Checks may be hand delivered to the MHA office, any MHA rent box sites or sent through the mail. Checks may not be post-dated past the rent payment date of the 7th of the month. They will not be deposited until the date of the check. Tenants that have submitted a check that is returned for insufficient funds shall be required to make all future payments by cashier's check or money order and will be charged a fee of \$30.00 for returned checks.

Payment Agreements

Tenants can request payment arrangements with the approval of MHA. This request must be in writing and submitted to the MHA administrative office. Tenants must show good cause as to why payment arrangements are needed and must sign a payment agreement. If for any reason the payment agreement is broken the agreement will be null and void and payments must be paid when due. Late payments under payment agreements will be charged \$25.00 late fee for every missed payment that was agreed upon.

Late Rent

In the event that Tenant shall fail to pay all of the rent within its due date and the MHA has not agreed to accept payment at a later date, the MHA may declare the unpaid rent delinquent and issue a Delinquent Rent Notice with late fee/Termination of Lease. The tenant will have 14 days to pay the rent in full or vacate their unit. The date of the delinquent rent notice/lease termination is when the 14 days shall start.

Repeated late payments of rent more than two (2) times in a calendar year shall be grounds for termination of the lease and legal action may be taken.

If Tenant shows good cause for late payment to MHA and if MHA and Tenant enter a repayment agreement, MHA in its discretion may waive the fee for late payment. By charging a fee for late payment of rent, MHA shall not have condoned Tenant's breach of Tenant's obligation to pay rent when due, and MHA shall not thereby waive any rights to issue a notice of termination of the Lease, to bring eviction proceedings against Tenant and Tenant's household, and to collect arrearages, constable fees and costs, on account of the Tenant's failure to pay rent when due.

Eviction Proceedings

If the tenant's lease is terminated and the tenant fails to vacate the premises, eviction proceeding will be filed in Magistrate Court. The Tenant agrees to pay to the Landlord court costs and processing fees in the actual amount(s) incurred by the Landlord in any legal proceeding where the Tenant is opposing the Landlord and does not prevail. Billing will be provided to the Tenant by the Landlord and evidence of actual costs upon the Tenant's request.

Other Charges

A late fee of \$25.00 shall be charged if rent is not paid by or on the 7th day of the month.

A fee of \$30.00 shall be charged for returned checks.

The cost of eviction proceedings may be charged to the tenant if the tenant(s) does/do not vacate the unit as stated in the lease termination.

Work Order Charges, non-conservation fees, and all other charges are due within fourteen (14) days after receiving written notice of the charge.

Non-Payment of other charges are a violation of your lease and grounds for lease termination.

Debts Owed

When a tenant vacates owing the Authority monies for rent, damages, or other move out expenses, the Authority will bill the ex-tenant for all charges. If the ex-tenant does not remit payments, the MHA will refer overdue vacated tenant accounts to DEBTS OWED in EIV.

Security Deposit Policy

The MHA charges a security deposit for all housing in the amount of \$100.00. The security deposit is due and payable at the time a lease is signed unless alternative arrangements are made in advance with the Housing Manager. The tenant's security deposit is held in an escrow account. The security deposit, less charges for damages and unpaid rent, is returned to the tenant within 30 days of vacancy. Tenant will forfeit their security deposit if a 30-day notice to vacate is not given to the MHA.