

Rent Collection Policy



Richard McClain, Executive Director
901 Pardee Street • PO Box 59
Johnson City, TN. 37601

office 423.232.4784 • fax 423.232.4789
jchousing.org

Rent Collection Policy

A. DUE DATE OF PAYMENT

Rent payment, and other charges if applicable, are due and payable in advance, WITHOUT NOTICE, on the first (1st) day of each month. *A resident's account will be delinquent if payment in full is not actually received by the Authority's designated banking institution by the close of business on the seventh (7th) calendar day of the month.* If the 7th calendar day falls on a Saturday or Sunday, or a legal federal holiday, the next business day will be deemed the 7th day. Payment must be received by the Authority's designated banking institution during normal business hours.

B. FORM OF PAYMENT

Rent payments and other charges (as indicated on the Statement provided by the Authority) shall be due and payable to:

The Johnson City Housing Authority.

Rent payments shall be either:

- Mailed in the pre-addressed stamped envelope (provided by the Authority);
- OR —
- In person at the Authority's Banking Institution

C. LATE PAYMENTS

NO CASH PAYMENTS. Late rent payments (*payments made after the 7th day*) must be paid directly to the Authority only in the form of cashier's check, certified check, or money order. *Late payments must include the late charge.*

Rent payments shall be either:

- Mailed in the pre-addressed stamped envelope provided, Attn: Accounting and Finance;
- OR —
- Placed in the drop box located on the left side of the entrance into the Johnson City Housing Authority Central Administration Building located at 901 Pardee Street. This box is used **ONLY FOR LATE RENT PAYMENTS** whenever the office is closed, including weekends and holidays. *Do not put cash or regular rent payments in the drop box.*

D. FAILURE TO PAY

If a Tenant fails to pay the rent, and other charges if applicable, by the due date, the Authority shall immediately serve written notice on the Tenant of the Authority's intent to institute court proceedings within fourteen (14) calendar days for possession of the leased premises.

E. LATE CHARGE(S)

- A late charge of ten (10) percent of the monthly rent shall be assessed on all Tenants whose rent payment, and other charges if applicable, are not received by the close of business on the seventh (7th) calendar day of the month for which it is due (subject to the exceptions in section A., above).

F. ADDITIONAL CHARGES

- If a duplicate statement is needed, there is no charge for the first occurrence in a calendar year. Each subsequent duplicate statement will be provided at a cost of \$5.00 each. This cost will be added to the following month's statement.
- A charge of \$20.00 (twenty dollars) shall be assessed for any check that is returned and marked "Non-Sufficient Funds."

G. COURT PROCEEDINGS

A Resident against whom court proceedings are initiated by the Authority, shall, if the Authority prevails, become obligated to pay all expenses incurred by the Authority related to initiating said court action,

including but not limited to attorney fees, court and other legal costs due to processing said action, in addition to rent and other charges, i.e., utilities and maintenance. The total of all costs will represent the total monetary obligation of the resident due and payable to the Authority. *Payment in full of all due rent, any subsequent months' rent, and other charges may be accepted by the Authority at any time prior to the actual court appearance.*

H. MISCELLANEOUS COMMENTS

1. WE DO NOT ACCEPT PARTIAL PAYMENTS.
2. WE DO NOT ACCEPT CASH PAYMENTS at this office.
3. PAYING YOUR RENT ON TIME WILL SAVE YOU MONEY!!!!
4. If you have a problem, contact us as soon as possible ... don't wait until the last day.
5. Rent payments made after the 7th day of the month must include late charges or payment will be returned.
6. Tenants must give a 30-day notice to vacate. This means you will be charged 30 days rent regardless of moving out prior to the 30 days.
7. **To stop rent charges, a tenant must turn in 30-day notice and keys to the unit. If no keys are turned in, there will be additional legal fees.**
8. NOTE: Chronic late payments are grounds for termination of your lease.
9. Court costs (warrants) are expensive: \$173.50 (\$199.50 if married) in Washington County and \$178.50 (\$209.00 if married) in Carter County.
10. After court, we have the option of possession of the apartment or accepting payment from the tenant. If payment is acceptable, the tenant has **10 days** to pay ALL charges due or vacate the apartment.
11. On the 11th day, if payment has not been received or keys turned in, a writ will be issued and an officer of the court will be sent to the residence and locks will be changed. Tenant will not be allowed back in the apartment. Please be sure to have all personal items removed by this time. Any items left will be disposed of.