

10/08 – Eviction Policies and procedures

Eviction Policies/ Do you file for eviction the first time a resident is late with rent? If not, what is your policy regarding how long you go without evicting, how many times you let them pay late, and so forth?

No. Our policy states we can but we don't. We usually allow 3 times, if we don't know the circumstances. If there are changes and the tenant keeps us informed and is paying something we usually do a repayment agreement that they have to keep up with their current rent and pay a certain amount on the past due until it is paid off. This way we usually get the money eventually.

Even once they get eviction notice, they come in for informal hearing and at that hearing we can set up a repayment agreement with the understanding that if they don't keep up with the repayment agreement, the eviction stands and they must vacate the property within 15 days.

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Yes if necessary. Lease is not renewed after three times in a year and eviction is started after third time for sure

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Give tenant 3 notices, 30 days file eviction, 60–90 days evict.

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I send them a past due notice after the 15th of the month unless they have called to let me know the rent will be late and when they will be in to pay. Our lease says if chronic late payments of 3 in a 12 month period then the 4th month period serious lease violation, or if they are 2 consecutive months being late the 3rd late payment is serious violation and cause for termination.

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NO, I can file after the 3rd 14 day notice, according to the policy.

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Policy states that residents may be evicted after three late payments. we have residents who know they will be late come in and sign a payment agreement, but they are only allowed to do this three times per year. We waive the \$20 late fee when agreements are signed.

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No, 4th late in 12 months starts the eviction process

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Our rent is due on the 1st no later than the 15th if not paid by 15th there is a \$25.00 late fee, then they have until the 25th of the month is if not paid by then there is a \$10.00 bookkeeping fee added, due to we close our books on the 25th of each month. If a resident carries over a balance no matter how large or small that is 1 of the 4 times in 12 months that a resident is allowed. If a resident has 4 late times (carry over balance) they are given a lease termination giving 14 days, we set up a meeting to discuss

issue of late rent. If nothing is resolved then I file for eviction with the local JP court.

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No, we give them a 15 day grace period.

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We usually send late notice after the 10th and termination notice after the 15th unless there is a formal payout and the termination is sent after the payout is missed (after the 15th). I do not have a good policy that I follow for exactly how many times we allow that to happen before eviction is final.

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Our policy states the resident must not pay late more than 3 times within a twelfth month period. Usually we send memo's to residents with past due rents and set an appointment to discuss when they will pay the rent; but if we do not hear from them we send a notice for eviction for non-payment which our policy states 14 days to move out.

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I do not actually file an eviction the first time a tenant is late with rent. Our policy is: send a late notice on the 7th of the month for anyone who has not paid or made payment arrangements. After the 10th, if still no payment, send a 14 day move-out notice for non-payment of rent. Most will pay once that is received. If 4 late notices are received in one year, I cannot renew the lease per our rent collection policy. I am trying to work with my tenants as much as possible because the economy is so bad right now. I ask that they stay in constant communication with me, letting me know when they will be able to pay. I have seen first hand how they are suffering financially, going without necessities of daily living. We have started a non-food pantry here at the HA to help out with items that are not perishable and cannot be bought with food stamps (hygiene products, paper products, and cleaning products). We open it one day per month. The tenants have been very appreciative.

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It is written in our lease that payment after the 10th of the month 4 times within a year is grounds for lease termination for habitual late payment.

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Not the first time as long as they pay within the time-frame agreed upon. 1st we send late notice on 11th, if not pay immediately-then will file if not paid or have payment arrangements. Or if they call ahead we will make payment arrangements & work with them. They will still have to pay the late fee.

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We file if you are late more than one time in a 12-month period. Before 2007 (PHA) allowed residents to be late three times in an 18-month period before we filed for eviction.

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We send a termination each time they are late. They then have 14 days to pay balance due or move. If they are not out on the effective date of termination, we then file an eviction with the JP.

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We allow up to three (3) late payments within a twelve (12) month time period. It is written into the lease. Individual circumstances are taken into consideration. There is a \$15.00 late fee added to the amount of rent a tenant owes each time they are late.

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We evict after the 2nd unauthorized late payment. Residents can fill out a formal request for late payment and it doesn't count against them, however we do charge a late fee of \$20.00.

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Our lease states they can be evicted after paying rent late three times in a calendar year. We still send letter stating late is rent and if not paid, they will be evicted in 14 days.

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We start the process(14 day letter) if rent and late charges are not paid in full a forcible detainer is filed in J.P. court.

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On or about the 6th day of each month, letters go out to all unpaid tenants giving them 3 days or until the 10th to pay. Late charges are included after the 5th. If payment in full is not received by the date stated in the letter, or an agreement signed for deferred payment if conditions warrant, a letter is sent terminating the lease, and demand for possession of the unit in 14 days is made. If the lease is terminated, resident must request an informal hearing to get the termination rescinded. Lease termination will only be rescinded one time and only by payment in full. Late rent will not be accepted more than 3 times in any 12 month period per the lease. We keep in mind that the rent is based on actual income and if they do not receive the income, they do not owe the rent. If they choose to do something else with the income, that is not our problem. It is also no favor to them to let them get behind, because then they can't catch up.

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If the resident is unable to pay the rent by the 5th day of the month and an agreement (if there is a hardship in the family)is made for the rent to be paid at a later date but not later then the 20th of the month and a late fee of \$25,00 is charged, if the resident defaults the agreement an eviction is given, if the rent is not paid within the 14 days notice of the eviction, a forcilbe is filed with the courts. Our policy only allow for the resident to have 3 eviction annually for non payment of rent.

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Our Policy is four late payment charges during a twelve month period. Once the fourth late payment (and rent) is made, we give 30 day notice that their lease has been cancelled and they must vacate. If they refuse to leave we then file for eviction.

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We always give 14 days notice to vacate when late and start charging late fees. Our lease says it is a serious violation and grounds for eviction if late more than three times in a 12 month period, but we have never evicted anyone that has paid up within the 14 days.

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I will give the Tenant until the end of the month to pay if an arrangement is made. We have in our lease no more than 3 late payments in one year or they can be evicted.

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I realize that everyone has a bad time financially from time to time. I also know that evicting someone and having to re-rent costs us vacancy loss as well as manhours in unit turnaround. We have a series of letters we send throughout the month. 1) on 6th for late notice; 2) on 11th for notice of late charge; 3) on 15th giving a warning of unpaid rent, and 4) on 24th stating that they must have this month paid and not be late on next month or they need to move. Since beginning this series of letters, our delinquency has dropped not too many have moved out. It's been good for us. Now, if they don't pay and the next month is late (6th), I'll send a lease termination at that time. Most who get this letter, gets their rent paid up.

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Paying late is not a problem for me, as long as they DO pay. Usually, an eviction for non-payment has other lease violations attached. Rarely is anyone evicted only for non-payment.

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Allow 4 late payments per year, 5th time results in termination/eviction.

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No, we do not file for eviction the first time. "If the family receives three (3) Notice to Vacate letters in any twelve (12) month period, a fourth (4th) such notice within that time Will be considered a serious violation and grounds for termination of the Lease."

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We allow tenants three times.

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If rent is not paid by 7th day of month and no "Late Rent Agreement" has been filled out, a "Late Rent Notice" is sent to resident and a \$10.00 Late Rent Fee is charged. Even if they have agreed to pay the rent on the 20th of the month, a Termination of Lease Notice is sent on the 15th of the month. Then if they pay the rent on the 20th of the month the Termination of Lease Notice is cancelled. If a resident receives 4 ea. Termination of Lease Notices in a 12 month period the fourth one is final. If a person has not paid their rent, in full, in any month by the last day of the month the Termination of Lease Notice that was sent out on the 15th is final and the family must vacate the apartment.

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Our lease states after three late payments in any 12 month period the 4th is considered a serious violation and grounds for lease termination

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No, I work with them and have, I'd say in 29 yrs., a possible 99% positive results.