



SOMERVILLE HOUSING AUTHORITY

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MEMORANDUM

Date: January 6, 2026

Re: Rent Collection Policy Revision

The proposed revisions are intended to clarify, not fundamentally change the policy. The primary reasons for the revisions are as follows:

1. Clarification of Scope

The revised language more clearly specifies that the policy applies solely to Notices to Quit issued for non-payment of rent. The existing policy, while intended to address non-payment cases, is written broadly enough that it could be interpreted as applying to for-cause cases as well. The revision eliminates this ambiguity.

2. Clear Requirements for Notice to Quit Language

The revision explicitly identifies the required language and tenant rights that must be included in a Notice to Quit for non-payment of rent. This benefits tenants by clearly informing them of their rights and assists SHA by ensuring consistency and sufficiency in its notices. Explicitly listing these requirements strengthens the defensibility of SHA's Notices to Quit.

3. Clarification of the Right to Cure

The current policy lacks clarity regarding when and how a tenant may cure a non-payment case and does not align cleanly with statutory requirements. The revised language requires inclusion of statutory cure language in Notices to Quit, informing tenants that they may cure the non-payment by paying arrears and court costs by the Answer Date, resulting in dismissal of the action. While not legally required, incorporating this language reflects best practice, aligns with recent case law, and provides tenants with clear guidance on how to resolve non-payment issues.

4. Removal of Redundant Provisions

Redundant or repetitive provisions were removed or re-worded to improve clarity and streamline the policy.

Translation and interpretation services are available upon request by appointment only
Sevis tradiksyon ak interpretasyon disponib si w bezen
Servicio de traducción e interpretación están disponibles, con cita, una vez que lo solicite
Serviço de tradução e interpretação estão disponíveis somente após agendamento



SOMERVILLE HOUSING AUTHORITY

RENT COLLECTION POLICY

I. POLICY STATEMENT

This policy is adopted by the Somerville Housing Authority (SHA) and applies to all residents in both state and federal housing. It addresses the manner in which residents must pay their monthly rent and the consequences of late payment or non-payment of rent due to SHA. This policy is consistent with the laws of the Commonwealth of Massachusetts, HUD regulations, EOHLC regulations, and SHA's Dwelling Leases. The SHA is committed to enforcing this policy in an equitable and non-discriminatory manner.

The Rent Collection Policy is designed to achieve the following goals:

- Maintain the SHA's resident accounts receivable at no more than 5%.
- Clarify for both resident and staff, the SHA's posture with regard to rent collection.
- Establish guidelines extending Repayment Agreements in appropriate circumstances as defined by the SHA or for retroactive rent charges.
- Streamline and simplify the legal process used by SHA.

II. MONTHLY RENT

In accordance with HUD regulations, residents of federal developments are charged 30% of their monthly adjusted income for rent. Adjusted income is calculated by deducting from gross income allowable expenses, such as childcare and medical, as well as deductions for dependents and elderly households. Eligibility for specific allowances depends upon the tenant's individual circumstances.

Residents of state elderly/handicapped developments who pay no utilities are charged 30% of net monthly income and residents of family developments who pay no utilities are charged 32% of net monthly income.

In state developments where utilities are paid by the resident, a resident's share of rent is based on 30% of income in family housing and 25% of income in elderly/handicapped housing. *(See Section IV below).*

In federal developments where utilities are paid by the resident, a utility allowance is deducted from the rent. In federal developments where residents provide a refrigerator an allowance is deducted from the rent. *(See Section IV below).*

III. RENT PAYMENTS

Rent shall be paid by (1) mailing to SHA's Lock Box at Eastern Bank to: Somerville Housing Authority, Post Office Box 277, Medford, MA 02155; (2) tendering in person at any Eastern Bank branch; or (3) by contacting the SHA Housing Manager to set up automatic payment from the resident's bank account. Residents when paying rent at the bank will include a rent coupon (which is obtained from the resident's housing manager) with their payment. Agencies which are paying rent on behalf of a resident may mail or hand-deliver the rent to the SHA's Administrative Office, who will date-stamp a copy of the payment and, upon request, provide a receipt. Agencies may also pay rent on behalf of a tenant via electronic deposit.

Rent is due and payable on the first of each month. However, where a resident receives a monthly benefit on third day of the month (e.g. SSDI) or such other day within the first seven days of the month, then upon the resident's request, the due date shall be the first business day following the scheduled receipt of the benefit. Additionally, a resident may request, in writing, an alternative rent payment schedule (such as paying twice per month in accordance with receipt of income) which request shall not be unreasonably denied. In the event that the resident shall fail to pay all or any part of the rent within seven (7) days of its due date, the SHA may consider the unpaid rent delinquent and issue a Private Conference Notice. Except where Tenant (in state-aided public housing) has been habitually delinquent in paying rent and has had a prior opportunity for discussion within the prior six (6) months, the SHA shall provide the (state-aided public housing) Tenant with an opportunity to discuss the reason for the late payment. For all federal public housing tenants, the SHA shall offer the Tenant an opportunity to discuss the reason for the late payment of rent.

Inquiries about rents due and the collection process should be directed to the site management offices. These offices do not accept rent payments. Office hours and contact information will be posted on the SHA website and to site management offices. Where a manager is on vacation or other leave, the manager shall so indicate the dates of absence and person(s) covering on his/her telephone and email and posting in a location accessible to residents of that development.

Rent payment in full is required by the SHA. SHA does, however, reserve the right to accept partial payments.

The SHA provides residents with a grace period to pay their rent. Residents who have failed to make full payment by 4:00 PM on the seventh calendar day of each month are considered delinquent unless there is a different agreed upon rent payment schedule. If the seventh calendar day of the month falls on a weekend or holiday, rent will not be considered delinquent until 4:00 PM the next business day. Residents who pay their full rent but fail to pay miscellaneous charges properly due may also be subject to legal action in accordance with their Lease Agreement.

The SHA will not charge late fees (or interest) for a tenant's failure to pay rent when due.

IV. UTILITIES AND MISCELLANEOUS CHARGES

Utilities and quantities of such utilities to be supplied to each resident are included in the resident's monthly rent, with the following exceptions. Residents of Mystic View Apartments and James Corbett Apartments are responsible for direct payment of electric lighting services and residents of Mystic River Apartments are responsible for payment of their electric for cooking and lighting service. For all federal developments a \$25.00 per year charge will be added to the Total Tenant Payment of residents for each air conditioner installed by the household.

Other miscellaneous charges may be assessed to residents for damages to the premises, equipment therein, development buildings, facilities, or common areas caused by residents, household members, or guests¹. Normal wear and tear is expected. Where damage is caused by a perpetrator of domestic violence (and that person does not live in the unit or is removed from the unit), the resident will not be charged for such damage.

Residents shall be notified in writing of such other miscellaneous charges and the right and procedure to request a grievance hearing to contest said charges.

V. RENT DISPUTES

Residents of federal developments who wish to dispute the amount of rent or other charges billed may do so through the SHA's Grievance Procedure in effect at the time the grievance or appeal arises. Copies of the Grievance Procedure are posted in each management office and management staff can assist residents with informally settling the grievance and scheduling any subsequent hearing.

Pursuant to M.G.L. c.121B, §32 and the SHA lease for state-aided units, residents residing in state units are not provided an opportunity for a grievance hearing in the event of nonpayment of rent but they are provided the opportunity for a grievance hearing if they dispute the rent calculation.

VI. RESTRICTIONS ON EVICTIONS BASED ON HIGH INCOME

The SHA shall not commence eviction proceedings or refuse to renew a lease based upon the income of the resident family unless:

1. (Federal developments) If, after January 1, 2025, a resident family is “over income” for 24 consecutive months, then their lease will be terminated in six months after the end of those 24 months and they will need to move. “Over income” is defined as having household income of more than 120% of the area median income for the Boston-Cambridge-Quincy area for that household size. This is explained in detail in Chapter 13 of the SHA’s Admissions and Continued Occupancy Policy.
2. (State developments) 32% (for family developments) or 30% (for elderly/disabled developments) of the Resident’s net household income equals or exceeds the fair market rent for Somerville under the Section 8 housing choice program and the Resident cannot show there to be a hardship that prevents relocation of the household to unsubsidized housing, thus allowing a 6-month exemption. If the Resident’s net household income decreases such that the 32 or 30% no longer equals or exceeds the applicable fair market rent, then any notice of tenancy termination shall be withdrawn.

VII. REPAYMENT AGREEMENTS

Where there are circumstances involving hardship and in cases of retroactive rent charges, SHA may enter into a "Repayment Agreement" extending the time allowed residents to make full payment of money that is owed. Repayment agreements are made at the discretion of the SHA and shall generally be in the form of a court ordered agreement for judgment. The SHA is under no obligation to approve and execute repayment agreements and does so only as an

¹ Where an apartment or building is scheduled for demolition or extensive rehabilitation, then Residents will not be assessed charges for such damage unless deliberately caused.

accommodation to residents or where otherwise required to do so by law (as in the case of a reasonable accommodation to a resident with a disability). Once a judgment is entered, residents failing to make the required court ordered payments may be subject to further action including eviction by SHA upon a court's allowance of a motion for issuance of execution after hearing.

Other unforeseen circumstances and income disruptions which typically pose financial hardships (e.g., loss of job, permanent discontinuation or reduction in benefits) entitle residents to request an interim reexamination. For federally-aided public housing, a rent reduction is effective the first of the month in which an income decrease was reported (where reported no later than the 15th of the month) and effective the first of the following month after the income decrease was reported (where reported after the 15th of the month), subject to the SHA obtaining verification of the change. For state-aided public housing, a rent reduction is effective on the first of the month following verification of the change but SHA will reduce the rent effective on the first day of the month following report of the change where the delay in verifications was not due to the fault of the tenant. Failure to report a decrease in income is generally not considered a hardship unless a medical reason or other extenuating circumstances existed which prevented the resident from reporting or verifying the decrease in income.

Residents who need assistance with financial problems may contact their Housing Manager for information and referral to community agencies. See Appendix A for possible sources of funding and services.

Where a Resident has complied with a repayment agreement and has not had a subsequent repayment agreement for two (2) years, the SHA shall indicate that the resident has timely paid rent on any request for a landlord reference.

VIII. SUMMARY PROCESS ACTION

Non-payment of rent is considered a serious violation of the Lease Agreement between the resident and the SHA. In all cases, SHA will aggressively pursue collection of the amount of rent due and eviction, if necessary. Action is taken against residents for only the amount of rent due. Collection for any physical damages to the unit and other charges (excluding court costs as stated below) are regarded as a separate matter. The following is a description of the steps taken and notices issued:

- In the event that Tenant shall fail to pay all or any part of the rent within seven (7) days of its due date, the SHA may consider the unpaid rent delinquent and issue a Notice to Quit. Prior to issuing such a notice, except where a state-aided public housing Tenant has been habitually delinquent in paying rent and has had a prior opportunity for discussion within the prior six (6) months, the SHA shall provide the Tenant with an opportunity to discuss the reason for the late payment at a Pre-Termination Conference and (for federally-aided public housing) a Grievance Hearing
- A Pre-Termination Conference Notice is prepared by the Housing Manager within seven (7) days of the rent being delinquent. The notice shall cite the lease violation. The notice schedules the time, date, and location of the conference. The notice is mailed to the resident.
- At the Pre-Termination Conference, the Housing Manager and the resident shall discuss the rent due. If a state-aided resident fails to pay the rent due at or before the Private Conference a thirty (30) day Notice to Quit will be served on the

Tenant via constable. If a federally-aided resident fails to pay the rent due at or before the Private Conference, then a summary of the private Conference (with notice of grievance rights) will be prepared and sent to the resident. The thirty (30) day Notice to Quit may be served on the federally aided resident only after the SHA receives a favorable decision after a grievance hearing or the time for the resident to request a grievance hearing has expired without such a request being made.

- The Notice to Quit shall cite the lease violation and is served by a constable to each delinquent resident. If the notice is left at the last and usual place of abode it must also be mailed to the resident. The City of Somerville's current Housing Stabilization Notice and any other required state notices will be served with the Notice to Quit.
- The Notice To Quit for Non-Payment of Rent shall contain the following statement: *"If you fail to a) pay the full amount of all rent due, b) secure a firm written commitment from an agency for the full amount of all rent due, or c) quit the premises within thirty (30) days of your receipt of the Notice to Quit, I will, on behalf of the Somerville Housing Authority, commence an action in Eastern Housing Court to evict you and recover the rent due plus court costs.² You have a statutory right to cure the nonpayment of rent allegations described herein by paying to the Somerville Housing Authority the total rental arrears balance owed, plus court costs, on or before the Answer Date."*
- If the Somerville Housing Authority serves the resident with a Summary Process Summons and Complaint, the resident bears the cost in accordance with the terms and conditions of their lease.
- If the full amount of all rent due plus court costs are not paid in full by the Answer Date, the Somerville Housing Authority may proceed with legal action.
- If the Court rules in favor of the SHA, a judgment is awarded demanding payment. After ten days from the entry of judgment (and where there is no stay, pending appeal, or certain post-judgment motions), the SHA has the right to request a writ of execution for possession and on money judgment.
- If the resident does not vacate the leased premises or pay the SHA as the parties may agree, the SHA may levy the writ of execution for possession and on money judgment to forcible evict the tenant. The SHA will provide at least five calendar days' notice of the date and time of the levy.

² Currently, the court costs are \$161.54 for the summary process filing fee, plus \$5.00 for obtaining and e-filing the summary process summons and complaint, plus \$75.00 per household for service of the summary process summons and complaint, plus \$75.00 per household for service of the Tier 1 notice (if necessary). These court costs are subject to change based on actual costs incurred by the Somerville Housing Authority. This policy will be posted on the Somerville Housing Authority's website and in conspicuous places at the Administration Building and Somerville Housing Authority's management offices.

IX. DISCONTINUING EVICTION ACTION

Except as otherwise provided by law, the SHA is under no obligation to discontinue eviction proceedings once legal action has been initiated. However, it is not in the interest of either party for SHA to proceed with an eviction against a resident who is generally a prompt rent payer and has a positive rent-paying history.

X. RESIDENT EVICTION EXPENSES

Once a legal action has been filed in Court against a resident and the court rules in favor of the SHA, the resident may be subject to payment of constable fees, court filing costs and moving costs associated with the eviction.

XI. VACATED RESIDENT DEBT

SHA reserves the right to pursue collection of all amounts properly due from residents evicted or voluntarily vacating SHA premises. The SHA will utilize all available means of collection, including referrals to credit bureaus, collection agencies and other court actions.

XII. UNCOLLECTABLE RESIDENT DEBT / DEBT WRITE-OFFS

On an annual basis, the Executive Director, in consultation with the Director of Finance and Legal Counsel will determine which tenant accounts receivable are uncollectable and will expense them off the financial books, subject to the approval of the SHA Board of Commissioners.

XIII. ENFORCEMENT OF THIS POLICY

This Policy is enforced by the staff and Legal Counsel, through the administrative grievance procedure (federal developments only) and the Somerville District Court or the Eastern Housing Court.

Adopted by the SHA Board of Commissioners

APPENDIX A: COMMUNITY SUPPORT AGENCIES

HELP WITH RENTAL AND UTILITY ARREARS

Community Action Agency of Somerville (CAAS)

Housing Advocacy Program (HAP)

66-70 Union Square, Suite 104, Somerville, MA 02143

Apply at caasomerville.org/hap-application or call 617-623-7370

Somerville Homeless Coalition (SHC)

Address: 1 Davis Square, Somerville, MA 02144

Apply at somervillehomelesscoalition.org/rapid-response or call 617-623-6111

Metro Housing Boston – RAFT (Massachusetts Emergency Housing Payment Assistance)

1411 Tremont Street, Boston, MA 02120-3401

617-859-0400; Toll-Free: 800-272-0990

Apply at metrohousingboston.org

Just A Start

1035 Cambridge Street #12, Cambridge, MA 02141

Contact Housing Stabilization Case Manager Jamison Rudd at 617-918-7510 or

jamisonrudd@justastart.org

Somerville Office of Housing Stability (OHS)

City Hall Annex

50 Evergreen Avenue, Somerville, MA 02145

Submit a referral form at bit.ly/OHS-Referral or call at 617-625-6600, Ext. 2581

LEGAL ASSISTANCE AND ADVOCACY

Cambridge and Somerville Legal Services (CASLS)

60 Gore Street, Suite 203, Cambridge, MA 02141

617-603-2700

Community Action Agency of Somerville (CAAS)

66-70 Union Square, Suite 104, Somerville, MA 02143

Apply at caasomerville.org/hap-application or call 617-623-7370

De Novo Center for Justice and Healing

47 Thorndike Street, Cambridge, MA 02141

617-661-1010

Harvard Legal Aid Bureau

23 Everett Street, #1, Cambridge, MA 02138

617-495-4408

Open during school year (from September to April)

Updated 10/13/2023