



# **RENT COLLECTION POLICY**

**Adopted by Bristol Housing's Board of Commissioners**

**July 23, 2025**

**Resolution # 25-06**

**\*This policy supersedes any previously approved Rent Collection Policy\***

### **Payment Types**

- a. Rent is due on or before the first of each month and is delinquent after the 7<sup>th</sup> day of the month or the end of the next business day if the 7<sup>th</sup> falls on a Friday, weekend or holiday.
- b. Maintenance charges and all other charges are due the 1<sup>st</sup> day of each month following the month in which the charge was incurred. Such charges shall be considered delinquent on the 7<sup>th</sup> business day of the month following the due date, unless the 7<sup>th</sup> falls on a Friday, weekend or holiday.
- c. All payments shall first be applied to the rent, repayment agreement and/or other costs that are oldest, unless written instructions are received from the Public Housing Director to the contrary or unless some charges are currently contested under a written grievance.
- d. No amount shall be considered too small to obtain a Detainer Warrant. The Dwelling Lease may be terminated for chronic rent delinquency.
- e. Management reserves the right to waive late charges or to accept payments after the delinquency dates as determined on a case-by-case basis.
- f. **Bristol Housing prefers payments to be made at First Horizon Bank.** Payments will be accepted by Bristol Housing in the form of draft from a checking or savings account, online use of a credit/debit card, or by calling the office using a credit/debit card. Any credit/debit card payment made will incur a fee of \$4.00 per transaction. **NO CASH PAYMENTS WILL BE ACCEPTED AT THE BRISTOL HOUSING OFFICE OR IN THE DROPBOX INCLUDING DROPBOXES AT EDMONT TOWER AND FORT SHELBY TOWER.**

### **Payments After the Delinquency Date**

- a. Bristol Housing will assess a late charge of \$15 to all residents unless an exception has been approved by the Public Housing Director.
- b. Payments tendered by residents after the delinquency date and prior to a detainer warrant will be accepted by Management provided all rent and other charges due are paid in full.
- c. Failure to make payments when due and before expiration of the Dwelling Lease

termination, shall result in an issuance of a Notice of Lease Termination followed by a Detainer Warrant.

### **Procedures After the Expiration or the Termination of the Dwelling Lease**

- a. Immediately after the expiration of the Notice of Lease Termination, the Public Housing Director or designee will obtain a Detainer Warrant.
- b. Money order or cashier's check of the full amount owed will only be accepted after the Detainer Warrant is issued.

### **Retroactive Rent Charges**

- a. If a resident owing a charge and does not pay this charge when due and does not contact the Public Housing Director/Designee prior to the due date to get a signed payment agreement, the Public Housing Director or Designee will send the resident notice of such.
- b. In cases where eviction is not justified, the Public Housing Director may permit the resident to enter into a signed repayment agreement. All payment agreements must be signed by all adult residents and the Public Housing Director or Designee.
- c. Upon signing a repayment agreement, they will have conference with the Public Housing Director or Designee. In the conference, the Project Manager and/or the Project Assistant will explain the following to each resident signing a repayment agreement:
  1. Bristol Housing's policy on collecting rental and other charges;
  2. The due date of the charges owed;
  3. The consequences of failing to pay rent and other charges in the amount and on the dates specified in the payment agreement; and
  4. That Bristol Housing will attempt to work out additional steps to help the resident in payment of this debt, only if the Public Housing Director or Designee is contacted prior to the due date of the payment.

- d. A resident may not be on two repayment agreements at once.
- e. The amount paid each month under a repayment agreement should be determined by two factors:
  - 1. The amount owed; and
  - 2. The residents' ability to live on their income after making the payment and paying the regular rent.
- f. The time limit for paying off a debt varies with the nature of the charge:
  - See Bristol Housing Repayment Agreement Policy.
- g. If a family misses a payment for the past charges, the full amount of the repayment will be due. The Public Housing Director or Designee will issue a 30-Day Late Notice to the resident. After the 30 days expire, a Detainer Warrant will be issued. Any payments accepted after the Detainer Warrant has been issued, will be accepted with reservations only.

#### **Vacated Tenants with Balances Due**

Vacated tenants will have thirty days from the date the Move-Out Statement is mailed to pay the account in full or make arrangements for a re-payment plan. Failure to pay the account in full or a missed payment will result in the account being sent to a collection agency where additional fees and interest will accrue. The collection agency will in turn, report your debt to credit bureaus.

#### **Terms and Conditions of Payment of Security Deposits**

- a. When a resident signs the lease, he/she must pay a \$400.00 security deposit. If an applicant signing a lease is unable to pay the \$400.00 in full on the day of lease-up, they must pay a minimum of \$200.00 and the remaining balance of the security deposit must be paid in installments of \$50.00 for the next four consecutive months following the date of lease.
- b. The security deposit remains on account as surety that the resident will return possession of the apartment in the same condition in which he/she received it.
- c. Any damage to the apartment and its contents other than reasonable wear and tear will be charged against the security deposit at the time of move out. The resident

has the right to be present during inspection at the time of move out, when such charges are determined. Any unpaid rent and other charges will be charged against the security deposit including failure to give a full 30-day Notice to Vacate.

Any remaining balance will be refunded to the resident under the following conditions:

- a. The resident leaves a forwarding address or makes arrangements to pick up the deposit in person;
- b. The resident owes no other charges for rent, excess utility consumption, late fees and any other applicable charges;
- c. The remaining balance will be paid within 30 days of move-out.

### **Terms and Conditions of Other Charges in Addition to Rent**

The resident agrees to pay for all repairs made to the unit due to resident damage or neglect. The resident must pay such charges upon receipt of billing by Bristol Housing. Such charges will be made based on either a pre-posted list of maintenance charges or on actual cost of labor and materials. See signed Dwelling Lease.

### **Check Cashing, Automatic Draft and Returned Check Policies**

- a. Bristol Housing does not cash any type of check(s). First party checks, money orders and/or cashier's checks made payable to Bristol Housing for the amount owed may be accepted.
- b. Residents will be notified in writing and charged a \$25 fee when drafts and or checks are returned unpaid by the financial institution. Any and all charges will be due and payable immediately upon notification.
- c. Any extensions of time to pay the balance due will be solely at the discretion of the Public Housing Director.
- d. The finance department shall keep a record of all residents who have returned checks or drafts. Any resident who has two (2) returned checks or drafts, whether intentional or not, will be required to make future payments in the form of money order and/or cashier's check.
- e. Payments can be paid in person at the following First Horizon Banks located at,

800 State St., Bristol, TN or 1155 Volunteer Parkway, Bristol, TN. Payment may also be made at Bristol Housing at 204 Bluff City Hwy., Bristol, TN 37620-4215. **NO CASH PAYMENTS WILL BE ACCEPTED AT THE BRISTOL HOUSING OFFICE.**

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