

# FORT PAYNE HOUSING AUTHORITY

## REPAYMENT AGREEMENT POLICY

(Adopted: 6-01-2015)  
Resolution #15-05

It is the policy of the Housing Authority of the City of Fort Payne, Alabama that we will not provide Rental Assistance or Public Housing to applicants/tenants/or participants who has an indebtedness to the Authority until the balance is paid in full. A tenant/participant applying for another program will not be considered eligible until the entire amount owed is paid in full to the Housing Authority.

The term of the agreement may range from one (1) to thirty-six (36) months depending on the family's income and the amount owed. If the family has a repayment agreement in place and incurs an additional debt to the HA, the lessor of the two debts must be paid in full before execution of another Repayment Agreement.

A minimum down-payment of twenty-five percent of the balance is required at the time the Agreement is executed. Monthly amount will be established after a review of all family income. The monthly payment amount plus the amount of rent the tenant/family pays at the time the repayment agreement is executed should not exceed 40 percent of the family's monthly adjusted income. The Applicant and or tenant will remain in good standings with the "Authority" as long as payments are received in a prompt timely manner. Repayment Agreements must be signed within fourteen (14) days from the date of the charge.

In order to initiate a "Repayment Agreement" you must meet one of the following criteria. You must also provide proof of circumstance, such as check stubs, receipts, etc...

1. The income of a family member has decreased, including loss of employment.
2. Additional medical expense incurred due to sickness of a family member.
3. A death in the family has occurred resulting in funeral expense or additional travel expense.
4. Additional expense due to the repair of a family member's way of transportation (automobile).
5. Maintenance repairs to your apartment.
6. Annual Pet Fees
7. Other circumstances may be decided by the HA on a case by case basis.

Failure to abide by this "Repayment Agreement" will result in one of the following actions:

A: Public Housing Applicants will have their applications considered ineligible until payment in full has been made.

B: Public Housing Tenants will have the unpaid balance turned over to the courts for collection of total unpaid balance, and eviction proceedings, plus court costs and collection fees.

C: Fourteen days after the due date installment payments not received will be considered delinquent and subject to termination and collection procedures.

The Repayment Agreement will be in default when ONE (1) payment is delinquent. When the Repayment Agreement is in default no future Repayment Agreement will be made with the tenant/tenant's household unless extenuating circumstances exist and can be verified. Additionally, all monies will be due, in full, immediately.

\*A household will be limited to sign a Repayment Agreement (2) times per year.

\*Terms of this repayment agreement may be considered for renegotiation if there is a decrease or increase in the family's household income of \$200 or more per month.

**FORT PAYNE HOUSING AUTHORITY**  
**203 13<sup>TH</sup> STREET NW**  
**FORT PAYNE, AL 35967**  
**(256)845-0424 FAX (256)845-7825**

**REPAYMENT AGREEMENT**

I \_\_\_\_\_ do hereby agree that I owe the Fort Payne Housing Authority the amount of \$ \_\_\_\_\_ as a result of circumstances described below:

- |  |  |
|--|--|
| <input type="checkbox"/> Retroactive Rent due to Unreported Income       | <input type="checkbox"/> Additional Medical Expenses |
| <input type="checkbox"/> Loss of Employment or Decrease in Family Income | <input type="checkbox"/> Auto Repair Expenses        |
| <input type="checkbox"/> Maintenance Charges                             | <input type="checkbox"/> Annual Pet Fee              |
| <input type="checkbox"/> Other _____                                     |  |

I have made a one-time lump sum payment of \$ \_\_\_\_\_ towards this amount leaving a balance of \$ \_\_\_\_\_ on this Agreement. I agree that I will begin making a monthly retroactive payment of \$ \_\_\_\_\_ which is in addition to the family's monthly rent payment and is payable to the Fort Payne Housing Authority.

I understand and agree to pay the combined (regular monthly payment plus the pay-back amount) for the total amount of \$ \_\_\_\_\_ which is due and payable on or before the first (1<sup>st</sup>) of each month and which becomes delinquent if not paid by the fifth (5<sup>th</sup>) of each month. I further agree that I will begin making the above combined payment on or before \_\_\_\_\_, and will continue to pay until my delinquency is eliminated.

I understand that late or missed payments constitute default of the repayment agreement and may result in termination of assistance and/or tenancy, in accordance with my Lease: Section IV: Obligation of Tenant: Tenant Agrees: (Q) To pay when due all charges due under the lease. If I default with one payment, the Housing Authority will consider me non-compliant and proceed with the NOTICE OF TERMINATION and demand possession of property located at: \_\_\_\_\_ or I may have the option to make a one-time lump sum payment for the remaining delinquency amount.

\*Terms of this repayment agreement may be considered for renegotiation if there is a decrease or increase in the family's household income of \$200 or more per month.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Housing Authority  
Representative