
HOUSING AUTHORITY OF THE CITY OF SEATTLE

MANUAL OF OPERATIONS

SUBJECT: Payment Agreements

SCOPE: This policy shall apply to all housing programs administered by the Seattle Housing Authority, unless specifically noted. (This policy does not apply to SSHP).

POLICY:

It is the policy of Seattle Housing Authority (SHA), in cases of hardship in which full payment of back rent due as a result of a program violation or fraud; vacate charges from a previous tenancy; sundry, or other charges is not possible, the Housing Authority may provide Residents with an opportunity to discharge their financial obligations over a period of time, and enter into a payment agreement. Generally payment agreements shall be limited to the minimum amount of time needed to pay off the obligation without placing undue hardship upon the Resident. Payment agreements may take into consideration:

1. the Resident's ability to pay (source and amount of income)
2. the amount of the obligation to the Housing Authority
3. the amount of time needed to pay off the obligation so as not to impose hardship
4. the Resident's reliability based upon their past history of meeting financial obligations
5. the nature of the circumstances surrounding the request for a payment agreement.

Under no circumstances shall the Housing Authority be obligated to enter into a payment agreement with a Resident if there is reason to believe that such agreement would be to the detriment of the Housing Authority.

Payment agreements shall have a minimum monthly payment amount of \$50.00 or 10% of the households total monthly net income, whichever is greater. The monthly payment amount shall be adjusted in accordance with any change in the households total monthly net income, to ensure a minimum monthly payment amount is maintained. For the repayment of damages due to fire, the monthly payment amount shall be in compliance with SHA's policy on fire losses (L18.2-1- Fire Losses Caused by Residents, Household Members or Guests)

Any and all payment of money shall be applied first to the payment agreement and then to the Residents account in accordance with the terms of the Lease. In the event the Resident defaults on the payment agreement, the remaining balance on the payment agreement shall become due and payable upon demand; and the Residents account charged for any costs incurred by the Housing Authority to enforce the payment agreement, plus reasonable attorney fees.