**All American Housing Payment Policy:**

**1.1 Rent is Due-** on or before the 1st of every month. All American Housing has an unwritten grace period of 4 days until late fees and 5-days are issued for delinquent accounts @ 11:59pm on the 4th of each month.

**1.2 Holiday Exceptions- If** a Holiday lands on /within the 4-day period resulting in business closure. All American Housing will extend an extra 2 business days, Resident may still see auto-generated late fees. However, they will see them forgiven within a few business days.

**1.3 Accepting a Payment Schedule Request**- All American Housing is willing to work with delinquent Residents 2 times within a 12-month time period. Any additional need for extensions or habitual use of payment plans will result in an account being taken under review and potential non-renewal of leasing terms will be contemplated.

***All payment schedule requests must be submitted with our PAYMENT SCHEDULE REQUEST FORM***

***You can find these forms on our website or by request.***

<https://allamericanhousing.org/late-payment-agreement/>

***1.4 We Require a Late Payment Agreement to****:*

1. BEFORE rent is due. In order for a Resident to keep a working relationship with Management, they must be responsible and proactive about rent and their delinquent amount.
2. They MUST turn in a written schedule that includes dates and specific amounts.
3. They MUST pay at minimum, $200 payment on the 1st as a good faith payment. **NO PAYMENT SCHEDULE IS ACCEPTED WITHOUT PAYMENTS**
4. Payment schedules can NOT include unknown amounts, or rely on a help agency without written proof (submitted with schedule) of promised amount. Resident must submit a schedule without relying on agency help if they cannot provide proof of payment to be made. They can and should submit expected amounts and include scheduled meetings as additional information, however All American Housing does not accept amounts unknown or anticipated payments as legitimate reliable payments.
5. Payment plan must be followed through, if the date passes without promised payment, this will nullify the cure for 5-day and the office will file for eviction within 24 hours (or sooner) of the missed payment time period.

**1.5 5-day Delivery & Accepted Payment Schedule:** Residents that have an accepted payment schedule (even those Residents that are proactive and turn a schedule in early as asked) will receive a 5-day pay or vacate after the 4th of the month. *HOWEVER,* this 5-day is considered cured as long as the schedule is followed through. The 5-day is based on the failure to follow the payment plan submitted by the Resident. If the Resident does not follow the plan they put into place the 5-day is then activated.

**1.6 Delinquent Account Actions-** For those Residents that do not submit a payment plan, they will receive a warning and a violation on record. This violation is tracked for each account allowing office member to track how many times Residents do not submit a plan. Accounts that show habitual abuse and no communication, will be taken up for review and may receive a 28 DAY along with a 5-day.

* *1.6.1 Stage 1- Violation warning & 5-day delivery*- violation notice and 5-day paperwork will be delivered to the Resident. This is a warning to pay your rent or to follow through with the payment schedule procedure. Along with the violation and 5-day, there is the official schedule form included. This form is required to be filled out and signed in order for your payment schedule to be accepted. The payment schedule request form can always be found on our website as well. Once the good faith payment is made, the office will review and send the Resident a confirmation and agreement of their schedule. A confirmed schedule will temporarily cure the 5-day (unless Resident does not make promised payments).
* *1.6.2 Stage 2- Final Warning from office* in the rare occurrence where a Resident has not reached out to the office regarding the violation and 5-day. The Resident will get one final warning during the business day, this is a status update letting the Resident know that the office is about to file paperwork with the court. Once paperwork with the court is filed, the Resident can no longer work with All American Housing and their delinquent account. This notification is just a courtesy from All American Housing, Residents should not rely on our office to reach out beyond the 5-day period. Even if the Resident tries to reach out beyond the 5-day, All American may choose to no longer work with Residents that have shown an irresponsibility regarding official notifications.
* *1.6.3 Stage 3- Filing with the Court House:* If the Resident fails to communicate or pay, eviction will be filed with the Court house. All American Housing will not reach out again for payment, rather they will file for eviction and issue a Process Server to deliver official Court Documents. All American Housing may issue a Stipulated dismissal if an agreement with the Resident is reached about payment, however the Company would no longer be able to continue a working relationship and would choose not to allow the Resident to continue renting with our Management Company. Please remember that court action will tarnish a Residents rental history and can also result in garnishments, AAH wants to avoid this as much as any Resident and urges Residents to stay in communication and follow the procedure.

**1.7 Habitual Usage of our Payment Schedule Process-** A habitual need to use the payment schedule process (beyond the 2 time per 12 months) indicates a pattern of financial instability. All American Housing will review all accounts that go beyond the 2x per 12 months. They may decide to issue a 28-day nonrenewal to that habitually delinquent account on the grounds that the Resident can no longer afford the unit.

* *1.7.1-* A Resident that has been issued a 28day non-renewal, and is looking to try to extend the renting term should consider the following:
	+ *1.7.1a* AAH will look into proof of updated income and will require a Resident to requalify for the Rent. They will not consider this Resident if they no longer meet that threshold. (3x the monthly rent)
	+ *1.7.1b* They may also look favorably if a Resident can add additional tenants with income (roommate), however they would also be required to have a lease with AAH.
	+ *1.7.1c* AAH may also extend grace to those Residents that choose to remain 1 or more months ahead in rent payments for an extended period of time. Showing AAH that they are actively improving their rental history with the company.

**1.8 For Residents that Require a Break of Leasing Agreement for Financial purposes-** All American Housing respects those Residents that realize and admit to no longer being able to afford their housing. AAH is willing to work with those Residents to break the relationship amicably. With communication and payment agreements in place, AAH is willing to receive a unit back and not issue eviction or money judgments that would damage a Residents rental History. This type of agreement would be based on each situation and will require extra documents and a meeting with upper management.

*If this is necessary, please call the office 920-850-3882 and request an in-person meeting.*

*Please Note: That AAH has been known to help out good Residents with a good history of communication, by moving them to a unit with lower rent and utilities costs. We appreciate good Residents and want to go above and beyond to those who stay in communication with us and treat us with integrity.*