

August 19, 2026

TO: Kim Musgrave, Executive Director
Wayne County Housing Authority

FROM: [REDACTED] Resident
Fairfield Hi-Rise, Unit [REDACTED]

RE: Request for Repayment Agreement; Demand for Removal of Improper Late and Legal Charges

Dear Ms. Musgrave:

I am requesting that the Wayne County Housing Authority promptly establish a written Repayment Agreement for the legitimate amounts properly owed on my resident account, while separately removing charges that were imposed without the notice required by federal regulation.

1. Temporary Financial Hardship

I experienced a temporary financial circumstance that rendered me unable to pay the minimum rent and placed me at risk of eviction because of that inability to pay.

This circumstance was temporary and has now ended. I am therefore requesting that WCHA make the determination required by **24 C.F.R. § 5.630(b)(2)(i)(B)** as to whether a qualifying hardship existed and whether it was temporary or long-term.

The regulation specifically identifies as a qualifying hardship the circumstance in which **“the family would be evicted because it is unable to pay the minimum rent.”** 24 C.F.R. § 5.630(b)(1)(ii).

Where a qualifying hardship is determined to be temporary, **24 C.F.R. § 5.630(b)(2)(i)(D)** requires the PHA to offer the family a reasonable repayment agreement for the resulting back minimum rent.

I am requesting that WCHA administer this matter accordingly.

2. Proposed Repayment Agreement

I am not seeking to avoid legitimate obligations to the Housing Authority. I am willing to make WCHA whole for all amounts that are properly and lawfully due.

Accordingly, the legitimate arrears should be separately identified as:

- **Dwelling Rental:** \$1,248.00
- **Air-Conditioning:** \$40.00
- **Total Legitimate Arrears:** \$1,288.00

I propose that beginning **September 1, 2026**, I pay my regular monthly:

- Dwelling Rental;
- Air-Conditioning charge; and
- **\$250.00 per month toward the legitimate arrears.**

The monthly payment shall be due no later than the **fifth day of each month**.

I further agree that the repayment agreement may incorporate WCHA's stated provision that the agreement is considered in default when **two payments are delinquent**, subject to the applicable federal requirements and WCHA's grievance procedures.

This proposal is intended to resolve the legitimate balance and maintain the account in good standing while ensuring that WCHA receives all amounts properly owed.

3. Late Fees and Legal Fee

The resident ledger reflects multiple late-fee charges and a **\$60.00 legal fee identified as “Legal Fees (Serve Papers).”** The ledger also expressly states:

“No Repayment Agreements on record for this Resident.”

I dispute these charges and request their removal **with prejudice** because WCHA has not provided the meaningful and timely written notice required to make such charges due and collectible.

Federal regulation is explicit. Under **24 C.F.R. § 966.4(b)(3)**, a PHA may provide for late-payment penalties through the lease. However, **§ 966.4(b)(4)** provides that charges assessed under § 966.4(b)(2) and (b)(3) **shall not be due and collectible until two weeks after the PHA gives written notice of the charges**, and that notice constitutes an adverse-action notice subject to the applicable requirements.

Accordingly, I request that WCHA identify and provide:

1. The contractual authority for each late-fee charge;
2. The authority for the \$60.00 legal/service charge;
3. The written adverse-action notice for each disputed charge;
4. The date each notice was provided;

5. The date each charge became due and collectible; and
6. The basis upon which WCHA contends each disputed charge remains collectible.

Unless WCHA can establish that the required notice was provided in accordance with **24 C.F.R. § 966.4(b)(4)**, these disputed charges should not be included in the repayment balance.

I therefore demand that the disputed late fees and the \$60.00 legal/service charge be **removed from the account with prejudice**, and that those charges not be subsequently reimposed or included in any repayment agreement.

4. Repayment of Legitimate Obligations

This request should not be construed as a refusal to pay legitimate charges.

I expressly acknowledge my obligation to pay legitimate **Dwelling Rental** and **Air-Conditioning** charges and am proposing a concrete method for bringing those obligations current.

The purpose of this request is to distinguish between:

Amounts properly owed and willingly offered for repayment, and

Charges whose legal enforceability and collectibility are disputed because the required adverse-action notice was not provided.

I am asking WCHA to resolve the account accordingly and provide a written Repayment Agreement beginning September 1, 2026.

Finally, any determination concerning the hardship request or other action affecting my rights, duties, welfare, or status should be accompanied by notice of any applicable grievance rights under **24 C.F.R. Part 966, Subpart B** and WCHA's grievance procedure. The lease regulations require the lease to provide that covered disputes concerning tenant or PHA obligations are resolved through the PHA grievance procedures.

I respectfully request your prompt review and written response.

Respectfully,

/s/ [REDACTED]

Resident

Fairfield Hi-Rise, Unit [REDACTED]

Wayne County Housing Authority