



Tenant Charges

1 Can I charge the past tenant a collections fee?

By signing up for this service, you agree to not add collection charges to the account.

2 Can I add accelerated rent charges?

It is recommended you avoid accelerating rent charges to the end of the lease. This will only reduce your chances of collecting the debt and may not be permissible under laws and regulations in your state.

3 Our lease allows for us to charge the past tenant fees associated with debt collection in order to collect the full balance due. Can we do that when sending accounts to Hunter Warfield?

As per the terms of your contract with Hunter Warfield, adding additional "collection fees" (charging a past tenant a collection fee based on a percentage of the debt balance rather than actual costs) is not permitted. Hunter Warfield does this to protect your business and make sure you are compliant with all Federal, State, and local laws and regulations.

The debt collection industry is a debtor/consumer-friendly environment where many of the laws protect consumers from creditor unfair, deceptive, or abusive acts and practices. These laws change regularly by state and can make it illegal to add collection charges or other fees to the balance due. Even when these charges are specifically outlined in your lease, it opens the door for lawsuits that become costly for all parties involved independent of outcome. With regard to the addition of collection fees, the risk has become much greater than the reward.

Hunter Warfield has been in business for over 30 years. They rely heavily on their General Counsel and compliance team to ensure everything they do is managed and monitored to the highest standards. In a day and age where lawsuits are an occupational hazard for every business, Hunter Warfield maximizes debt recovery and minimizes exposure to liability.