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|  | REPAYMENT PLAN |

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021

TO: Name(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dear Resident,

We value your residency and understand these are unprecedented times. Pursuant to the Governor’s Declaration of State of Emergency, rental assistance may be available for those who have been financially impacted by the disaster.

If you owe unpaid rent between March 1, 2020 and December 31, 2021 (or the end of the public health emergency), your landlord must offer you a reasonable repayment plan that does not exceed monthly payments equal to one-third of the monthly rent.

**The balance of rent due between March 1, 2020-\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021 is $\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

**Your monthly recurring rent is $\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

**One-third of your monthly recurring rent is $\_\_\_\_\_\_\_\_\_\_\_\_\_\_. This amount is due each month in addition to your monthly recurring rent. Your first payment due 30 days after the repayment plan is offered.**

**If you fail to accept the terms of the repayment plan within 14 days of the landlord’s offer, the landlord may proceed with an unlawful detainer action subject to any requirement under the eviction resolution pilot program (ERPP).**

**OFFER OF REPAYMENT PLAN**

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| **Date**  **Due 30 days after repayment plan is offered.** | **One-Third Payment** |
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Please returned signed completed repayment plan within 14 days by:

[ ] MAIL [ ]EMAIL [ ] FAX \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City, State, Zip \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Email \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Housing Provider Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Resident Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Resident Signature Date

Repayment Plans.

If a tenant has remaining unpaid rent accrued between March 1, 2020, and six months following expiration of the Governor's eviction moratorium or the end of the public health emergency, whichever is greater, the landlord must offer tenants a reasonable schedule for repayment of the unpaid rent that does not exceed monthly payments equal to one-third of the monthly rental charges owed. If the tenant fails to accept the terms of a reasonable repayment plan within 14 days of the offer, the landlord may proceed with an unlawful detainer action subject to any requirements under the ERP. If the tenant defaults on any rent owed under a repayment plan, the landlord may apply for reimbursement from the LMP or proceed with an unlawful detainer action subject to any requirements under the ERP. During any unlawful detainer proceeding, the court must consider the tenant's circumstances, including any decreased income or increased expenses due to COVID-19, and the repayment plan terms offered during any unlawful detainer proceeding. It is a defense to an unlawful detainer action if the landlord did not offer a repayment plan. The tenant and landlord may continue to seek rental assistance to reduce or eliminate any unpaid rent balance to the extent available funds exist from public, private, or nonprofit rental assistance programs.

Any repayment plan entered into by the landlord and tenant must:

• begin no sooner than 30 days after the plan is offered;

• cover rent only and not legal fees, late fees, or other charges; allow for payment from any source of income, including benefits, assistance or subsidy programs, or from pledges by non-profits, churches, religious institutions, or governmental entities; and

• not include provisions or be conditioned on:

1. the tenant's compliance with the rental agreement, payment of attorneys’ fees, court costs, or other costs related to litigation if the tenant defaults on the agreement;

2. a requirement that the tenant apply for or provide proof of receipt of governmental benefits;

3. the tenant's waiver of any rights to an unlawful detainer notice or related provisions before a writ of restitution is issued.