

LANDLORD'S REPAYMENT PLAN OFFER

TO: _____

AND TO: All Other Occupants _____

ADDRESS: _____
_____, WA 98_____

You are receiving this offer because the landlord alleges you are not in compliance with the terms of the rental agreement by failing to pay rent and/or utilities and/or recurring or periodic charges that are past due. Through this document, the landlord offers you a repayment plan for the following alleged past due rent:

(1) Monthly rent due for _____: \$ _____

AND/OR

(2) Utilities due for _____: \$ _____

AND/OR

(3) Other recurring or periodic charges identified in the lease for _____: \$ _____

TOTAL AMOUNT SUBJECT TO REPAYMENT PLAN: \$ _____

You must do one of the four options below on or before _____:

- (a) agree to this repayment plan by signing it and returning it to the landlord's address below;
- (b) send a written and signed alternative repayment plan offer to the landlord's address below and reach agreement on an alternative repayment plan with your landlord;
- (c) pay the amount listed above in full; or
- (d) vacate the Premises.

If you do not do one of these 4 things by the deadline, your landlord may proceed with an unlawful detainer action as set forth in RCW 59.12.030(3).

This repayment plan offer may cover only a portion of the rent you owe. Agreeing to this plan (or negotiating an alternative plan) does not change your obligation to pay all rent due which is not included in this plan on time. If you receive a notice to pay rent or vacate that includes both rent that is part of this plan and rent that is not, you must still pay the portion that is not covered by this plan by the deadline for compliance with that notice or vacate the premises even if you agree to this repayment plan.

You may seek legal advice before entering this repayment plan. The Washington State Office of the Attorney General has information on available resources to help you pay your rent, including state and local rental assistance programs, on its website at www.atg.wa.gov/landlord-tenant. For no-cost legal assistance for low-income renters, call 2-1-1 or the Northwest Justice Project CLEAR Hotline outside King County (888) 201-1014 weekdays between 9:15 a.m. – 12:15 p.m., or (888) 387-7111 for seniors (age 60 and over). You may find additional resource information at <http://www.washingtonlawhelp.org>.

Landlord offers, and Tenant agrees to follow, a repayment plan under the following terms:

1. Tenant agrees to repay the total amount subject to this plan of \$_____ specified above. This amount may not include the total amount due to Landlord because of non-rent charges or rent which is not part of this plan. All late fees from March 1, 2020, through December 31, 2021, are waived.
2. Tenant agrees to pay the total amount subject to this plan rent in equal installments of \$_____ (1/3 of one months' rent) due once per month on the same day that rent is due beginning _____, (this must be more than 30 days after the date of this offer) and continuing until the total amount subject to this plan is repaid in full. This payment is **in addition to** the rent due for each month but that rent is not part of this plan.
3. If any repayment plan payment specified in paragraph 2 is not paid by the due date, Tenant is in default of this repayment plan and Landlord may proceed with an unlawful detainer action as set forth in RCW 59.12.030(3).
4. This Repayment Agreement is not conditioned on: (a) your compliance with your rental agreement; (b) payment of attorneys' fees, court costs, or other costs related to litigation if you default on the rental agreement; (c) a requirement that you apply for governmental benefits or provide proof of receipt of governmental benefits; or (d) your waiver of any rights to a notice under RCW 59.12.030 or related provisions before a writ of restitution is issued.
5. All payments received shall be applied to the oldest outstanding rent balance first regardless of any restrictive designation or instruction on or accompanying any payment.
6. Unless explicitly changed by this repayment plan, all other terms of the parties' rental agreement remain in full force and effect.

Agreed to by:

Tenant:

Date: _____
Date: _____
Date: _____

ISSUED BY/WHERE TOTAL AMOUNT DUE IS TO BE PAID:

DATE: _____

_____ (owner/landlord)

_____, WA 98_____