

Landlord Reasonable Repayment Offer

This Landlord Reasonable Repayment Offer (Offer), to address unpaid rent for the period of March 1, 2020 to _____ is made to

Tenant(s): _____

Residing at: _____

On Date: _____

The Offer is made pursuant to SB 5160 - 2021-22 (RCW 59.18.XXX) in satisfaction of rent owed.

Paragraph 2

The following amount is currently due and owing, \$ _____,

as rent* for the following months (include month and year):

MONTH	UNPAID RENT*
March 2020	\$
April 2020	\$
May 2020	\$
June 2020	\$

MONTH	UNPAID RENT*
December 2020	\$
January 2021	\$
February 2021	\$
March 2021	\$

July 2020	\$
August 2020	\$
September 2020	\$
October 2020	\$
November 2020	\$
September 2021	\$
October 2021	\$
November 2021	\$
December 2021	\$
January 2022	\$
February 2022	\$

April 2021	\$
May 2021	\$
June 2021	\$
July 2021	\$
August 2021	\$
March 2022	\$
April 2022	\$
OTHER MONTHS:	

1. The rent* amount during this period was \$ _____/month.
2. 1/3rd of the monthly rental* amount during this period is equal to \$ _____.

3. Rent* payments received during this period total \$_____.
4. Total rent* amount owed for this period (amount owed – rent* payments received)
\$_____

*"Rent" or "rental amount" means recurring and periodic charges identified in the rental agreement for the use and occupancy of the premises, which may include charges for utilities. Except as provided in RCW 59.18.283(3), these terms do not include nonrecurring charges for costs incurred due to late payment, damages, deposits, legal costs, or other fees, including attorneys' fees. - RCW 59.18.030(28)

Paragraph 3

To resolve any dispute about rent owed, landlord hereby offers tenant(s):

1. Starting on date _____, the Tenant will pay each month \$_____ to the Landlord in satisfaction of the agreed upon amount in Paragraph 2 of this agreement.
 1. For each month following the 1st payment, subsequent payments shall be made on the _____ day of each month.
2. The monthly payment amount is not greater than one-third of the monthly rent amount under the rental agreement during the period of the debt incurred as identified in Paragraph 2(B).
3. If the tenant makes payments for _____ (number of months), then, after the final payment, this agreement and all debt alleged due and owing, will be deemed satisfied.
4. The first payment is not due until 30 days after the repayment plan was offered.

Paragraph 4

In compliance with SB 5160 - 2021-22 (RCW 59.18.XXX), this Agreement does not:

1. Cover any late fees, attorneys' fees, or any other fees and charges;
2. Preclude payments by the tenant to the landlord from any source of income as defined in RCW 59.18.255(5) or from pledges by nonprofit organizations, churches, religious institutions, or governmental entities;

3. Include provisions or be conditioned on: 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 rental agreement; a requirement that the tenant apply for governmental benefits or provide proof of receipt of governmental benefits; or the tenant's waiver of any rights to a notice under RCW 59.12.030 or related provisions before a writ of restitution is issued.

Paragraph 5

If the tenant defaults on payment as agreed herein, the landlord may proceed with an unlawful detainer action subject to any requirements under the eviction resolution pilot program and Proclamation 21-09.

In any unlawful detainer proceeding arising from this offer, the court must consider the tenant's circumstances, including decreased income or increased expenses due to COVID-19, and the repayment plan terms offered.

Signed:

Landlord

Date

TENANT ACCEPTANCE OR REJECTION OF

Landlord Reasonable Repayment Offer

TO THE TENANT(S): Under state law, you have 14 days from the date of this offer to accept, reject, or negotiate with your landlord.

IF YOU DO NOTHING, you will have rejected this offer and your landlord may proceed with an unlawful detainer action (subject to any requirements of the eviction resolution pilot program and Proclamation 21-09).

ACCEPT

By signing below, you indicate that you **ACCEPT** the Reasonable Repayment Offer and Agree to all Terms and Conditions in this Document.

Tenant

Date

Tenant

Date

Tenant

Date

Tenant

Date

REJECT

By signing below, you indicate that you **REJECT** the Reasonable Repayment Offer as provided in this document.

Tenant

Date

Tenant

Date

Tenant

Date

Tenant

Date

NEGOTIATE

By signing below, you indicate that you wish to **NEGOTIATE** with your landlord the terms and conditions of this offer, including the amount owed and what is reasonable.

Tenant

Date

Tenant

Date

Tenant

Date

Tenant

Date