

Unpaid Rent Repayment Plan Worksheet

This worksheet is provided to assist landlords (including property owners and managers) (“Landlord”) and tenants (including individuals who, before March 1, 2020, resided in transient lodging--such as a motel, hotel, or camping area--as their primary dwelling for 30 days or more)(“Tenant”) who seek to create a reasonable repayment plan for unpaid rent and other recurring and periodic charges included in a Tenant’s rental/lodging agreement (“Unpaid Rent”). This worksheet is meant to apply only to the Unpaid Rent listed on this worksheet. By law, landlords must offer reasonable rent repayment plans to tenants with Unpaid Rent that became due between March 1, 2020, and December 31, 2021, **or** the end of the state of emergency in Washington State as declared by Proclamation 20-05 and its amendments, whichever is later.

This worksheet is not intended to alter the legal relationship between Landlord and Tenant, but to be a tool to help them work together. Landlord and Tenant may choose to attach this worksheet to any final, signed repayment plan agreement they enter into, as a way to show the process they used to develop the repayment plan. Any rent repayment plan should be reasonable based on the Tenant’s circumstances, including decreased income or increased expenses due to COVID-19. Entering into a rent repayment plan does not prevent either Landlord or Tenant from continuing to seek rental assistance to reduce and/or eliminate Tenant’s Unpaid Rent.

Dwelling

The residence occupied by the Tenant, which is the subject of this worksheet, is located at the following address:

_____ (the “Dwelling”).

Landlord(s) and Tenant(s)

The persons using this worksheet are:

a. The Landlord(s):

_____ ; and

b. The Tenant(s):

_____ ;

Determining Unpaid Rent Amount

In this section, Landlord and Tenant should list unpaid rent, lodging, and other recurring and periodic charges allowed by Tenant's rental/lodging agreement that became due between March 1, 2020, and December 31, 2021, or the end of the public health emergency in Washington state, as declared by Proclamation 20-05 and its amendments, whichever is later. By law, this amount may not include any late fees, attorneys' fees, interest, or other fees and charges. Additional copies of this page can be printed and attached to this worksheet if needed.

(1) Unpaid rent/lodging:

| | |
|-----------------------------------|-----------|
| a. Month/Year: | \$ |
| b. Month/Year: | \$ |
| c. Month/Year: | \$ |
| d. Month/Year: | \$ |
| e. Month/Year: | \$ |
| f. Month/Year: | \$ |
| g. Month/Year: | \$ |
| h. Month/Year: | \$ |
| i. Month/Year: | \$ |
| j. Month/Year: | \$ |
| TOTAL unpaid rent/lodging: | \$ |

(2) Other unpaid recurring and periodic charges*:

| | |
|---|-----------|
| a. Month/Year | \$ |
| b. Month/Year | \$ |
| c. Month/Year | \$ |
| d. Month/Year | \$ |
| e. Month/Year | \$ |
| f. Month/Year | \$ |
| g. Month/Year | \$ |
| h. Month/Year | \$ |
| i. Month/Year | \$ |
| j. Month/Year | \$ |
| TOTAL Other unpaid recurring and periodic charges: | \$ |

(1) TOTAL UNPAID RENT = (1) + (2):

\$

* If provided by Tenant's rental/lodging agreement. Upon request, Landlord should provide Tenant with documents that support the amount of each of the unpaid recurring and periodic charges listed for each month.

Tenant's Proposed Repayment Rate and Schedule

Tenant can make the first proposal for a reasonable repayment rate and schedule, as may be supported by Tenant's explanation or document(s).

On _____ (date), Tenant proposes the following repayment rate and schedule to Landlord:

- a. Repayment Rate: \$_____
- b. Repayment Schedule: Beginning on _____, 20__, Tenant shall pay the above amount on or before every _____ day of every _____ (month, two-weeks, week, other: _____).
- c. Repayment Method (e.g., check, money-order, Venmo, etc.)_____.

Or, the Tenant may propose a reasonable repayment plan that differs from a fixed schedule like the one above. Tenant proposes to make repayments using the timeline and method described below:

Landlord may accept Tenant's proposed repayment rate and schedule, or make a counter-proposal. Landlord's proposed repayment rate and schedule should be reasonable and consider Tenant's ability to repay the Unpaid Rent based on the information Tenant has provided. By law, the repayment rate offered by Landlord cannot be more than 1/3 of the monthly rental charges at the time the Tenant's Unpaid Rent became due. Given the pandemic's impact on the general economy, Landlord should recognize that repayment of the entirety of Unpaid Rent may not be possible. In those cases, Landlord should consider whether the amount of Unpaid Rent could be or should be reduced.

Landlord and Tenant should document in writing the date, repayment rate, and repayment schedule of each proposal and counter-proposal, as well as any final agreement. A rent repayment plan cannot require payment until 30 days after it is offered to Tenant. If Tenant does not accept a reasonable rent repayment plan within 14 days after it is offered by Landlord, a Landlord may begin the eviction process (as set forth by [SB 5160](#) § 4(2)) against Tenant. However, it is a defense to an eviction proceeding for non-payment of rent if a Landlord does not offer a rent repayment plan that complies with [SB 5160](#) § 4(4).

Tenant(s) Inability to Pay Unpaid Rent – Supporting Documents

In using this worksheet, it will usually be helpful for Tenant to provide Landlord with an explanation or documents that reasonably support the repayment rate and schedule proposed above. Tenant may redact documents provided to Landlord for privacy, and Landlord may not share those documents with others without the Tenant's written permission. Landlord may not require any specific category or type of documentation. Documents that Tenant may provide include, but are not limited to, copies of the following (check all that apply):

- | | |
|--|---|
| Tenant's written explanation of circumstances (Tenant may attach it to this worksheet) | |
| Employment termination notice(s) | Furlough notice(s) |
| Paycheck(s) | Pay stub(s) |
| Bank statement(s) | Medical bill(s) or medical documentation |
| Letter(s), email(s), text(s), or other statement(s) from an employer or supervisor explaining Tenant's changed employment status | Unemployment insurance form(s) |
| Letter(s), email(s), text(s), or other statement(s) from guarantor explaining inability to pay rent | School/Daycare closure notice(s) |
| | Application(s) for means-tested public benefits |

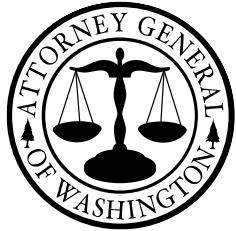
Other supporting document(s): _____

Date(s) of Communication

Tenant and Landlord should note the date(s) they engaged or attempted to engage in written or verbal communication, exchanged or reviewed documents, and/or discussed a rate and schedule of repayment:

_____, _____, _____, _____, _____,
_____, _____, _____, _____, _____,
_____, _____, _____, _____, _____.

This worksheet was used and/or completed by Landlord and/or Tenant (circle one or both) on the following date(s): _____.



The State Legislature has passed legislation that provides the legal framework for landlords and tenants concerning evictions and other housing related practices. More information about rights and protections for landlords and tenants under the new laws, and in the face of COVID-19, is available at: <https://www.atg.wa.gov/landlord-tenant>.