

WHAT CAN AND CANNOT BE AGREED TO DURING THE ERPP PROCESS?

A REPAYMENT AGREEMENT **CAN** INCLUDE:

1. Any unpaid rent accrued between March 1, 2020 until six months after the expiration of the eviction moratorium (currently December 31, 2021)
2. Payment schedule must be reasonable (considering the tenant's circumstances and current income).
3. Payment for unpaid rent **MUST BE REASONABLE** and cannot exceed 1/3 of the monthly rental charges.
For example: If rent is \$1200 a month, the amount of repayment cannot be more than \$400 per month.. So, the max amount a tenant would have to pay in this example would be \$1600 a month in total (rent and repayment amount). BUT, the repayment amount MUST be reasonable considering the tenant's circumstances (including, but not limited to: decreased income and increased expenses due to COVID-19). So the \$400 in this example might be reasonable for one person to pay and it may be unreasonable for another person.

A REPAYMENT AGREEMENT **CANNOT** REQUIRE:

1. Payment until 30 days after the plan is offered to the tenant. This does not mean the 30 days after the tenant accepts. It is 30 days after it is OFFERED.
2. Require payment of any late fees, attorneys' fees, or any other fees and charges.
RENT ONLY.
3. Refuse payments by the tenant to the landlord from any source of income as defined in RCW 59.18.255(5). (Such as: benefits or subsidy programs including housing assistance, public assistance, emergency rental assistance, veterans benefits, social security, supplemental security income or other retirement programs, and other programs administered by any federal, state, local or nonprofit entity; or from pledges by nonprofit organizations, churches, religious institutions, or governmental entities).
4. Include provisions or be conditioned on:
 - a. 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;
 - b. A requirement that the tenant apply for governmental benefits or provide proof of receipt of governmental benefits; or
 - c. 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.

Any Agreements between the Landlord and Tenant Inconsistent with the above are Null and Void and cannot be enforced.