

Repayment Agreement

Section 1

The following parties enter into this repayment agreement to resolve claims of unpaid rent for the period of _____ to _____ (date).

Landlord: _____

Tenant: _____

The following other persons were present at mediation: _____

The agreement is made pursuant to RCW 59.18.XXX in satisfaction of rent alleged to be owed.

In compliance with RCW 59.18. XXX, this Agreement does not:

- (a) Cover any late fees, attorneys' fees, or any other fees and charges;
- (b) 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;
- (c) 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.

Any Agreements between the landlord and tenant inconsistent with this Section are null and void.

Section 2

The parties agree that there is currently back due rent owing by the tenant to the Landlord during the time period from _____ to _____ (include month and year)

The monthly rent amount during this period was \$_____.

The parties, by entering into this agreement, do not necessarily agree on the specific back due amount owed by Tenant to Landlord.

Section 3

To resolve any dispute about rent owed the parties agree that the tenant shall pay the Landlord the total amount of \$_____. The parties further agree to the following repayment agreement pursuant to RCW 59.18.XXX:

Starting on _____ -- (date), the tenant agrees to pay each month _____ to the landlord in satisfaction of the agreed upon amount in paragraph X of this agreement. This amount is not greater than one-third of the monthly rent amount under the rental agreement during the period of the debt incurred. The tenant shall make payments for _____ (number of

months). After the _____ - (last payment), this agreement and all debt alleged due and owing, is hereby satisfied. The first payment is not due until 30 days after the signing of this Agreement.

Section 4

If the tenant defaults on payment as agreed herein, the landlord may proceed with an unlawful detainer action subject to any constraints established under any mediation program established by law.

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

Dated: _____

Signed: _____

Tenant

Signed: _____

Landlord

This agreement has been translated in its entirety to _____ (Tenant) in _____ (language) by _____

Name of Certified Interpreter

Signature of Certified Interpreter