Eviction Rent Assistance Program 2.0 (ERAP 2.0)

Rent Payment Agreement Form Version 2

**Instructions for housing provider if tenant is applying:** Complete Sections 1 and 2 with head of household. ERAP staff calculates

Section 3, determines Section 4, and enters amount in Section 5. Contact landlord to complete rest of Section 5.

**Instructions for landlord if landlord is applying on behalf of tenant: “**Landlord” includes property manager/owner or other person authorized to seek rent payment, including friends/family or hotel/motel. Landlords complete Sections 1, 2, and 5 (service provider completes 3, 4 and a part of 5). The housing provider will contact the tenant to determine eligibility. Submitting this form does not guarantee payment.

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| 1. **Household/Tenant and Rental Information** | | | | | | | | | | |
| **Household ID** *(completed by housing provider):* | | | | | | **Date:** | | | | |
| Name: | | | | | | Phone number: | | | | |
| Street: | | | | | | Email: | | | | |
| City/State: | | | | | | Zip Code: | | | | |
| Number of bedrooms in rental unit: | | | | | | | | | | |
| If a shared living situation with friend/family, how many bedrooms is the household/tenant paying for?  *If only paying for a “sleeping space,” indicate “1.”* | | | | | | | | | | |
| 1. **Rent Request – limited to arrears since March 1, 2020** | | | | | | | | | | |
| 1. What is the tenant’s monthly rent/lease amount?   *If utility costs are included in the total rent amount due each month, they can be included in the rental payment.* | | | | | | | $ | | | |
| 1. Indicate below the months the rent is past due and the amounts.   *Future rent is limited to three months at a time.* | | | | | | | | | | |
| Mar ‘20  $ | Apr ‘20  $ | May ‘20  $ | June ‘20  $ | July ‘20  $ | Aug ‘20  $ | Sept ‘20  $ | Oct ‘20  $ | | Nov ‘20  $ | |
| Dec ‘20  $ | Jan ‘21  $ | Feb ‘21  $ | Mar ‘21  $ | Apr ‘21  $ | May ‘21  $ | Jun ‘21  $ | Jul ’21 $ | | Aug ’21 $ | |
| Sept ’21 $ | Oct ’21 $ | Nov ’21 $ | Dec ’21 $ | Jan ’22 $ | Feb ’22 $ | Mar ’22 $ | Apr ’22 $ | | May ’22 $ | |
| Jun ’22 $ | Jul ’22 $ | Aug ’22 $ | Sept ’22 $ | Oct ’22 $ | Nov ’22 $ | Dec ’22 $ | Jan ’23 $ | | Feb ’23 $ | |
| Mar ‘23  $ | Apr ‘23  $ | May ‘23  $ | Jun ‘23  $ | Jul ’23 $ | Aug ’23 $ | Sept ’23 $ |  | |  | |
| 1. What is the total rent due? (total of 2.b.) | | | | | | $ | | | | |
| 1. **Maximum Payment** *(completed by ERAP service provider)* | | | | | | | **2020 FMR** *(Mar-Sept 20)* | **2021 FMR** *(Oct 20-Sept 21)* | | **2022 FMR**  *(Oct 21 & on)* |
| 1. What is 150% [Fair Market Rent](https://www.huduser.gov/portal/datasets/fmr.html) on this Unit?   *FMR is based on the number of rooms the tenant is renting if in a shared living situation with friend/family.* | | | | | | | $ | $ | | $ |
| 1. Fair Market Rent x # months of total rent due *(show calculations for each FMR timeframe)* | | | | | | | $ | $ | | $ |
| 1. **Total Payment** (up to total in 3.b, but no more than total rent due in 2.c.)**:** | | | | | | | **$** | | | |

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| --- | --- | --- | --- |
| 1. **Landlord, property manager/owner, or person authorized to accept payment:** | | | |
| Name: | | Name on check should be made out to: | |
| Payment Address: | |
| City/State: | Zip Code: | Phone number: | |
| W-9 required for payment, please submit with this form. | | | |
| *As the Landlord, property manager/owner, or person authorized to accept payment, I certify the above information is true and will abide by the agreements below from the signing of this agreement and* *all applicable provisions of WA State landlord-tenant law.*   1. Accept $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as full satisfaction of any rent and late fee\* balance owed for the months paid by the program. *(See section 2b. for months covered).* Per RCW 59.18.285, late fees may only be charged if included in a written rental agreement. 2. Agree that no new late fees\* or additional charges will be made for the months covered. 3. Agree rent will not increase for the household described above for at least six months. 4. Agree not to invoke RCW 59.18.410(3)(d) to prohibit a tenant ability to seek relief provided by that section if any of the notices to pay or vacate were served prior to the signing of this agreement. 5. Agree to not terminate or refuse to renew the above household’s tenancy until after six months unless: (a) a household member materially violates the terms of the lease; (b) a household member is creating a significant and immediate risk to the health, safety, or property of others; or (c) at least 90 days’ written termination notice is provided to the household based on the Landlords intent to (i) personally occupy the premises as a primary residence, or (ii) sell the property. 6. Agree to submit lease agreement upon request, **if available.** 7. Agree to repayment of these funds if I do not fulfill the terms of this agreement.   \* RCW 59.18.620(1) prohibits landlords from charging late fees for rent that was due “between March 1, 2020, and six months following the expiration of the eviction moratorium.” The “eviction moratorium” that SB 5160 refers to is Proclamation 20-19.6, which expired on June 30, 2021. Six months from that date is December 31, 2021. | | | |
| *Landlord Print Name/Signature:* | | | *Date:* |