**RENT ARREARS REPAYMENT AGREEMENT made this \_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020**

**Between:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Landlord”)

**AND**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Tenant”)

 **[list names of all tenants named on tenancy agreement on the above line]**

In recognition of financial hardship to the Tenant as a consequence of circumstances arising in the wake of COVID-19, the Landlord has agreed to enter into this Payment Agreement with respect to rent arrears owing by the tenant. The Landlord and Tenant agree to work cooperatively to successfully assist each other to ensure preservation of the Tenants housing needs while avoiding default of rent payments. With this mutual intent the parties hereto agree as follows:

1. The Landlord and Tenant agree that rental arrears due and owing as of the date of this agreement are $\_\_\_\_\_\_\_\_\_\_\_\_\_.
2. The Landlord and Tenant agree that apart from the rent arrears in paragraph 1, in all other respects there are no outstanding issues between the Landlord and the Tenant that would constitute a breach of the *Residential Tenancies Act* (RTA).
3. The Tenant agrees to the date and amount of each payment of rent arrears as follows:

|  |  |
| --- | --- |
|  Amount to be paid | On or before |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

1. The Tenant(s) agree to pay the lawful monthly rent in full on the 1st of the month starting on **[1ST OF THE MONTH PAYMENT PLAN BEGINS]** for the duration of the payment plan.
2. The Tenant agrees to use best efforts to apply, if eligible, for financial assistance through programs offered by all levels of government relative to financial constraints imposed due to the COVID-19 pandemic.
3. The Landlord and Tenant agree to further review the terms of this repayment agreement should ongoing circumstances warrant revision to the payment plan set out above.

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the Landlord, per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(I have authority to bind the Landlord) (print name of person signing)

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the Tenant(s), per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (I have authority to bind all Tenants) (print name of Tenant signing)