

CITY OF PHILADELPHIA FAIR HOUSING COMMISSION

MANDATORY HARDSHIP REPAYMENT AGREEMENT

Tenant: [NAME]

Landlord: [NAME]

Fair Housing Commission Case Number: [IF APPLICABLE]

Municipal Court Case Number: [IF APPLICABLE]

The parties enter into the following payment plan pursuant to Section 9-809(7) of the Philadelphia Code:

1. For the months of _____ Tenant owes Landlord a total of \$ _____, in past-due rent.
2. Tenant shall pay ongoing monthly rent in the amount of \$ _____ to Landlord, on time and in full by the _____ day of each month beginning _____ until the landlord tenant relationship terminates.
3. In addition to the ongoing monthly rent listed in Paragraph 2, Tenant agrees to pay the total amount of past-due rent listed in Paragraph 1 according to the following plan (select 1):
 - Tenant shall pay at least 30% of monthly rent amount each month with the total amount due in Paragraph 1 paid in full by May 31, 2021; OR
 - Tenant shall pay 1/9 of the amount listed in Paragraph 1 each month with the total amount due in Paragraph 1 paid in full by May 31, 2021.
4. Tenant agrees to pay the amounts listed in Paragraphs 1 and Paragraph 2 according to the following schedule (select those that apply):
 - September 2020 rent by September ____, 2020 plus \$ _____ in past-due rent by September ____, 2020.
 - October 2020 rent by October ____, 2020 plus \$ _____ in past-due rent by October ____, 2020.
 - November 2020 rent by November ____, 2020 plus \$ _____ in past-due rent by November ____, 2020.
 - December 2020 rent by December ____, 2020 plus \$ _____ in past-due rent by December ____, 2020.

Settlement Agreement
[Caption]

- January 2021 rent by January ____, 2021
plus \$ _____ in past-due rent by January ____, 2021.

- February 2021 rent by February ____, 2021
plus \$ _____ in past-due rent by February ____, 2021.

- March rent by March ____, 2021
plus \$ _____ in past-due rent by March ____, 2021.

- April 2021 rent by April ____, 2021
plus \$ _____ in past-due rent by April ____, 2021.

- May 2021 rent by May ____, 2021
plus \$ _____* in past-due rent by May 30, 2021.

(*Lump sum may be due to bring past due rent balance to zero by May 30, 2021)

5. Pursuant to Section 9-809(7), Landlord may not charge fees, interest, or other charges on the past-due rent specified in paragraph 1 of this Hardship Agreement for the term of the repayment plan set forth in paragraph 4.

6. Pursuant to Section 9-809(7), Landlord may not proceed to evict the tenant on the basis of nonpayment of rent unless: 1) Tenant fails to pay ongoing rent in accordance with Paragraph 2; or 2) Tenant is in arrears of past-due rent payments in an amount equal to four or more monthly payments (referring to the additional payments outlined in Paragraph 3).

7. If, at the end of the term of the lease between tenant and landlord, the tenant does not renew or extend the term of the lease and any portion of the past-due rent specified in Paragraph 1 remains outstanding, the landlord may apply any security deposit held towards any such past-due rent.

8. This Hardship Repayment Agreement supplements but does not replace any underlying lease or other agreement between the parties. To the extent the terms of any other agreement conflict, the terms of this Hardship Agreement shall prevail.

9. Pursuant to Section 9-809(7), landlord shall not require a tenant to reduce this Hardship Repayment Agreement in a judgment by agreement, consent order, consent judgment, or similar court order.

Settlement Agreement
[Caption]

TENANT

LANDLORD/AGENT

TENANT'S REPRESENTATIVE

LANDLORD'S REPRESENTATIVE

DATE

DATE

Rental Assistance is now available through the City of Philadelphia for tenants and landlords to apply together. For more information go to: <https://phlrentassist.org/>