



CORONAVIRUS RENT PAYMENT DELAY AND REPAYMENT AGREEMENT

(C.A.R. Form RPD, 4/20)

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease or month-to-month rental agreement or [] Other _____ ("Lease"), dated _____, on property known as _____ ("Premises"), in which _____ is referred to as ("Tenant"), and _____ is referred to as ("Landlord").

1. RENT PAYMENT DELAY NOTIFICATION:

- A. Tenant has informed Landlord that Tenant is unable to pay all or a portion of the rent for the month of [] April, [] May, [] Other _____ DUE TO A COVID-19 related reason.
B. Tenant's notification was received by Landlord on _____ (month, day), 2020.
C. Tenant's notification was made [] orally, [] by email [] by text [] by letter [] hand delivered or [] sent via U.S. mail or [] Other: _____.

2. TENANT STATED REASON FOR THE RENT PAYMENT DELAY (check all that apply):

- A. [] Tenant was unable to work because Tenant was sick with a suspected or confirmed case of COVID-19 or caring for a household or family member who was sick with a suspected or confirmed case of COVID-19;
B. [] Tenant experienced a lay-off, loss of hours, or other income reduction resulting from COVID-19, the state of emergency, or related government response;
C. [] Tenant needed to miss work to care for a child whose school was closed in response to COVID-19;
D. [] Other: _____.

3. PROOF THAT TENANT IS UNABLE TO PAY RENT:

- A. Tenant shall provide Landlord with documentation verifying the reason(s) stated above that Tenant is unable to pay rent.
B. The verifiable documentation shall be delivered to Landlord no later than the time Tenant agrees to begin paying back the delayed rent OR [] was delivered to Landlord with the notification OR [] was delivered to Landlord on _____ (date) OR [] is being attached to this form when signed by Tenant.
C. Acceptable documentation of Tenant's inability to pay includes: Termination notices, payroll checks, pay stubs, bank statements, medical bills, or signed letters or statements from an employer or supervisor explaining the tenant's changed financial circumstances, Other: _____.

4. AMOUNT OF RENT PAYMENT BEING DELAYED:

- A. April:
(1) The rent that is due for the month of April is \$ _____.
(2) The amount of rent Tenant agrees to pay for the month of April is \$ _____.
(3) The amount of April rent that will be delayed is \$ _____.
B. May:
(1) The rent that is due for the month of May is \$ _____.
(2) The amount of rent Tenant agrees to pay for the month of May is \$ _____.
(3) The amount of May rent that will be delayed is \$ _____.
C. Other: (if the delayed rent period is more than one month, use the total aggregate amount for the entire period)
(1) The total rent that is due for _____ is \$ _____.
(2) The total amount of rent Tenant agrees to pay for the period specified in 4C(1) is \$ _____. If the period is more than one month, this amount will be paid in equal installments on the day rent is normally due.
(3) The total amount of rent that will be delayed for the period specified in 4C(1) is \$ _____.
D. The TOTAL rent payment that will be delayed is \$ _____.

5. REPAYMENT PLAN: Tenant shall repay Landlord the total delayed rent as follows:

- A. All at once on June 1, 2020 OR [] _____ (date).
OR B. In equal monthly installments beginning on June (or _____) 1, 2020 and continuing thereafter for 6 (or _____) months.
(1) Each repayment amount shall be \$ _____, per month.
(2) The last repayment shall be on _____ (date).
OR C. Other: _____.
D. In no event shall payment be required prior to the end of the applicable Executive Order permitting a tenant to delay the payment of rent. If the applicable Executive Order is extended or a new Executive Order is enacted, all repayment dates above shall be extended by the amount of additional time added due to such order. The repayment amount in 5B(1) and the last payment date in 5B(2) will be recalculated based on the new total delayed rent. For any months covered under such extension or new order, the delayed rent shall be calculated based on the same proportion as the last month in which rent was delayed.

Tenant's Initials (____)(_____)

Landlord's Initials (____)(_____)



6. ADDITIONAL REPAYMENT TERMS:

- A. Payment shall be made in the same manner and to the same place as specified in the Lease, or as subsequently modified in writing.
- B. The repayment amount shall be in addition to the contractual monthly rent due.
- C. If the tenancy, whether fixed-term or month-to-month, terminates voluntarily by Tenant or for cause by Landlord, the unpaid portion of deferred rent shall become immediately due and payable.
- D. Failure to pay any installment of the deferred rent shall be deemed a breach of the covenant to pay rent and entitle Landlord to give Tenant applicable notice and commence an eviction.

7. APPLICABLE LAW: On March 16, 2020, California Governor Gavin Newsom issued an Executive Order permitting local jurisdictions to prohibit evictions in specified circumstances. On March 27, 2020, Governor Newsom issued an Executive Order which, under specified circumstances, restricts eviction of residential tenants and permits residential tenants to delay payment of rent for the months of April and May 2020. In some cases, Federal law may also impact the relationship between the Landlord and Tenant and the right of a tenant to delay the payment of rent. Landlord and Tenant are each advised to determine for themselves whether a local, State or Federal law applies to the tenancy and the obligation to pay rent and the right to commence an eviction. Nothing contained in this agreement shall be enforceable if prohibited by any law.

8. LEGAL ADVICE: Landlord and Tenant are each advised to seek advice of a California real estate attorney familiar with the law of the jurisdiction in which the Premises is located.

9. ADDITIONAL TERMS: _____

By signing below, Tenant and Landlord acknowledge that each has read, understands, received a copy of, and agrees to the terms of this Coronavirus Rent Payment Delay and Repayment Agreement.

Tenant _____ Date _____

Tenant _____ Date _____

Landlord _____ Date _____

Landlord _____ Date _____

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525 South Virgil Avenue, Los Angeles, California 90020

