

**AGREEMENT TO HALT EVICTION PENDING PURSUIT OF REASONABLE
REPAYMENT OPTIONS**

Date

Tenant Name

Street Address

City, State, Zip

Prior to the introduction of this agreement, the Landlord/Owner has served the Tenant with a 14-day notice to quit for nonpayment of rent, consistent with federal law and/or other funding requirements or City policy, but has agreed not to proceed with filing of a summary process action against the tenant, or to assess the tenant with any late fees or negative credit reporting related to unpaid rent, based on the following:

1. The Tenant Will Pay Ongoing Rent in Full

The Tenant will pay his/her ongoing rent/use and occupancy **currently set at \$ /month** as the same shall become due on or before the 5th day of each month, starting the month after this document is signed. If the tenant is in the midst of an annual or interim recertification, and believes that the rent will decrease, the effective date of payment may be delayed until the Landlord has given the Tenant written notice of what the new amount will be.

2. The Tenant Will Apply for Financial Assistance Programs to Satisfy the Past Due Balance

The Tenant will apply for and provide such information as may be required for any program of rental assistance that may help the tenant satisfy the **outstanding balance, currently set at \$ /month**. The Landlord shall cooperate in providing such information and executing such forms as may be necessary to obtain payment of rent arrears. Any payments, however, shall be applied toward cure of the arrearage without establishing a new tenancy or without waiving the Landlord's right to proceed with an eviction if the tenant is not able to fully satisfy the balance through a combination of the Tenant's own funds and such assistance as may be available to the Tenant from other sources.

3. If the Tenant Does Not Apply for Financial Assistance in 30 Days, The Repayment Amount Will Increase

If, within the 30-day period after this agreement is signed, the Tenant does not obtain commitments of assistance to satisfy the outstanding balance, then starting in the month after the 30 days expires, the Tenant shall pay \$ /month toward the remaining balance. Such amount shall be determined to not exceed 10% of the tenant's adjusted income. This amount shall be modified if the Tenant's income drops by 10% or more thereafter. This term shall not affect the Tenant's eligibility for rental assistance from programs, nor the obligation of the Tenant and the Landlord to cooperate in providing such information and documents as may be necessary for approval of

rental assistance payments.

4. The Landlord Agrees to Provide Requested Documents to All Financial Assistance Organizations Attempting to Repay Balance

The Landlord shall cooperate with the Tenant and any program or agency providing financial assistance to the Tenant to determine if the balance owed has been properly assessed and if the Tenant has been properly credited with payments made. The Landlord shall provide access to understandable ledgers and other payment information as necessary. From time to time it is understood that rent setting or adjustment issues must be discussed with a subsidy agency and not the Landlord, but the Landlord agrees to cooperate in any efforts to get information or adjustments from the subsidy agency. The Landlord agrees to make adjustments to the balance as may be required to comply with program rules or lease requirements, and to accurately reflect tenant payments or subsidy adjustments.

5. This Agreement Does Not Prohibit Re-Negotiation Based on Additional Claims

In cases where the Tenant asserts that there are claims that should be offsets against the balance owed (other than those due to rent or subsidy adjustments or crediting of payments), the parties may negotiate a reduction in the balance due in exchange for a release of such claims. The parties may utilize the Housing Specialist Department of the Housing Court if this would be helpful to them in figuring out a fair resolution of such claims.

6. The Landlord May Proceed With Summary Process if Tenant Has Not Complied Within 60 Days

If it is clear, within 60 days of the execution of this agreement, that either the Tenant is not cooperating in providing necessary information for rental arrearage assistance, and/or is not paying ongoing use and occupancy and such arrearage payments as may be required under Paragraph 3, or that notwithstanding the Tenant's cooperation and payment efforts, it does not appear that the outstanding balance will be satisfied within a reasonable period of time of at least [REDACTED] months, then the Landlord shall be free to commence a summary process action against the Tenant. The Tenant may, however, assert defenses and claims in any such action, and the parties shall continue to explore, through mediation, if there is a form of settlement that could result in preserving the tenancy on reasonable terms which both parties could be likely to meet.

7. The Tenant May Reach Out to the Boston Office of Housing Stability for Additional Assistance

If the Tenant believes that the Landlord is not cooperating in providing information or forms necessary for rent arrearage assistance, or is not cooperating in making appropriate adjustments to the balance or otherwise with obligations under this agreement, the Tenant may seek assistance from the Office of Housing Stability, and the Landlord agrees to engage in good faith with representatives from such Office in attempting to resolve such issues. OHS may also assist the parties in obtaining language access or other services that may assist them in bridging issues under the agreement.

8. Nothing in this Agreement shall affect the rights of the parties to pursue judicial or administrative relief on other matters arising under the tenancy.

Tenant

Landlord
