



CITY OF PHILADELPHIA FAIR HOUSING COMMISSION

SAMPLE HARDSHIP REPAYMENT AGREEMENT

Tenant: [NAME]
Landlord: [NAME]
FHC Case Number: [#]
MC Number: [IF APPLICABLE]

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

1. For the months of _____ Tenant owes Landlord \$ _____, 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 in _____ 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 per month for the next nine months with the total amount due in Paragraph 1 paid in full by September 30, 2021; OR
 - Tenant shall pay 1/9 of the amount listed in Paragraph 1, per month until the total amount due in Paragraph 1 is paid in full by September 30, 2021.
4. Tenant agrees to pay the total amount listed in Paragraph 1 according to the following schedule (select those that apply):
 - 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 2021 rent by March ____, 2021 plus \$ _____ in past-due rent by March ____, 2021.

Settlement Agreement
[Caption]

- 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 ____, 2021.
- June 2021 rent by June ____, 2021 plus \$ _____ in past-due rent by June ____, 2021.
- July 2021 rent by July ____, 2021 plus \$ _____ in past-due rent by July ____, 2021.
- August 2021 rent by August ____, 2021 plus \$ _____ in past due rent by August ____, 2021.
- September 2021 rent by September ____, 2021 plus \$ _____* by September 30, 2021.

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

5. Pursuant to 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 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 three 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, 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, 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.

Settlement Agreement
[Caption]

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

10. Landlord agrees that so long as Tenant abides by the payment plan in Paragraph 3, Landlord will not institute any eviction proceedings against Tenant for non-payment of rent.

TENANT

LANDLORD/AGENT

TENANT'S EMAIL ADDRESS

LANDLORD'S EMAIL ADDRESS

TENANT'S REPRESENTATIVE

LANDLORD'S REPRESENTATIVE

TENANT REPRESENTATIVE'S EMAIL

LANDLORD REPRESENTATIVE'S EMAIL

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/>