

Eviction Holdoff Agreement

If you receive a notice to vacate the rental unit, you can attempt to negotiate with your landlord. This form, an Eviction Hold Off Agreement, may be used if you can get the landlord to agree not to file an eviction suit or dismiss the eviction suit in return for your fixing the lease violation (for example, paying late rent). If the notice to vacate or the eviction suit is for unpaid rent, you will need to work out how much rent you owe and the dates by which you will pay that amount. This agreement must be signed by you and your landlord. If the notice to vacate or the eviction suit is for a lease violation, you will need to work out an agreement to correct the violation. This agreement must be signed by you and your landlord.

There are two forms: one for nonpayment of rent and one for other alleged lease violations. You only need one of these forms depending on what the problem is. Once the form you want to use is printed, you will need to fill in these blanks in the form:

How to fill in the blanks in the form:

1 The first blank at the top of either form is your name and address.

2 The next blanks are for the landlord's name and the date the landlord asked you to vacate the premises. The next blanks are different depending on which form you use.

-- For the nonpayment form:

Fill in the total amount owed to the landlord and the time period of the rent owed. Then you need to talk to the landlord to determine how the money is to be paid. Hopefully the landlord will allow you to pay out the amount owed in installments. Whatever the arrangement, fill in the date(s) the money is to be paid and the amount to be paid. (When you pay the landlord later on, fill in the amount paid and have the landlord sign that the money was received. Keep in mind that these amounts are in addition to any rent amount you will owe for the future months.)

-- For the other form:

Describe the alleged lease violation, and then describe what you have agreed to do to resolve the problem. Be specific, but do not put something in the agreement that you cannot fulfill.

3 Then you both sign your names at the bottom. Fill in the date that each of you signed. (It is best to have two copies and have both of you sign each one -- this will allow you both to have an original copy of the agreement.)

4 Make sure you get a copy of the signed form. Then, if you are using the nonpayment form, be sure to use it to record your rent payments under the agreement, and have the landlord sign the form each time to provide you proof of receipt of the money. (Money order receipts do not prove the landlord actually received money. A tracer on a money order rarely proves anything; especially if the money order is not cashed in right away. Get proof of receipt of all payments.)

EVICTION HOLD OFF AGREEMENT

I, _____, a tenant at _____,
(Your Name) (Your Address)

have received a notice to vacate for nonpayment of rent, late fees and/or other sums owed. I agree to pay a total amount of \$_____ according to the schedule below which will fully settle all amounts owed as of the date of this agreement. No additional late charges will be added if I am late with a scheduled payment. In return for timely payments according to this agreement, an eviction suit will not be filed, or if an eviction suit has already been filed it will be dismissed. The signatures below confirm our agreement. Each payment will be recorded below by the person receiving the payment.

Payment Schedule and Progress Report:

Future date: _____ Amount \$ _____ Date paid: _____ Received by:

Future date: _____ Amount \$ _____ Date paid: _____ Received by:

Future date: _____ Amount \$ _____ Date paid: _____ Received by:

Future date: _____ Amount \$ _____ Date paid: _____ Received by:

(Landlord) Date: _____

(Your Signature) Date: _____