



OnPoint
PROPERTY MANAGEMENT

COVID – 19 PAYMENT ARRANGEMENT POLICY

Purpose: The purpose of the payment arrangement policy is to accommodate affected tenants in good standing who need to defer a portion of their monthly rent (and the related late fees) because of a temporary loss of income caused by the impacts of the Covid-19 pandemic. This is not a rental forgiveness policy. All rent deferred under the policy must be paid prior to the end of the deferral period.

Criteria: To be eligible for a payment arrangement, all of the tenants in the apartment must collectively apply for the payment arrangement, and all tenants must collectively meet the following criteria:

- 1) **Each must be in good standing under lease.** You will not be considered to be in good standing if you are in default of your lease or you have any lease violations that would normally disqualify you from a lease renewal.
- 2) **One or more tenants must have suffered a temporary loss of income because of Covid-19 related impacts.** Each tenant claiming a loss of income must provide documentation of the change in your income. Examples include lost income because of:
 - a. A loss of employment;
 - b. A reduction in hours of employment;
 - c. Inability to work to provide care to a minor that would ordinarily be in a school or daycare that is now closed from Covid-19; or
 - d. Inability to work because for an employer that is not exempt from the self-isolation order, and the tenant is not able to work from home (or the tenant can only work less from home).
- 3) **The tenants must apply for a payment arrangement before the date the rent is due.** Late requests may not be granted. Late fees will not be waived for any payment arrangement application received after the rent due date.
- 4) **The amount of any payment deferral may not exceed the amount needed because of the change in income.** The circumstances of all tenants will be considered collectively, and no deferral will be granted if the tenants, collectively, are still reasonably able to pay the full amount of the rent when due. We may not approve the entire amount of the requested deferral.
- 5) **The payment deferral period requested must not be for a period that is longer than the remaining term of the lease.** If the tenants renew the lease (and the renewal is approved by us), then the term of the lease may include the renewal period. We may not approve the entire requested deferral period.





6) Each tenant of the apartment must sign the payment arrangement application and agreement. Minor children who are not “tenants” under the lease need not sign.

Decision: We will review each payment arrangement application. Unless and until we approve your application in writing (no approvals will be granted verbally), you must pay your full rent when due, as normal. If we approve your application, our approval may be for the entire amount and entire period requested, or it may be for any smaller amount or shorter period. You agree to pay all amount that we do not approve for deferral by the normal due date. We reserve the right to deny any application that contains false or misleading information.

Revocation: If we approve your application, we have the right to revoke our approval and terminate your rights under any deferral agreement if:

1. We discover that your application contains statements or information that is false or misleading in any material respect;
2. If you are no longer in good standing under your lease for any reason, including, but not limited to, any violation of conduct rules by any tenant or occupant of the apartment; or
3. You fail to comply with the terms of the payment arrangement agreement.

If we revoke our approval, you must immediately pay all amounts deferred under the payment arrangement agreement, and your failure to do so will be grounds for enforcement of the lease (including eviction).

Future Rent: If the Covid-19 pandemic remains in effect and you remain eligible under this policy, you may apply for a payment arrangement for any future rent due under your lease. The eligibility criteria, application forms and the terms of any future deferral are subject to change without notice. You must pay all rent when due unless the rent is expressly deferred by us in a written payment arrangement agreement. No rent or other charges will be deferred verbally, and you agree that you will not rely on any purported deferral or other accommodation given verbally.

IHFA Rules: If you are a tenant in tax credit unit, or if you are a tenant using Section 8 assistance, there may be additional requirements, rules, limitations and restrictions. To the extent that this policy conflicts with the terms of the applicable program, the rules of the program will govern.

Other Aid: If you receive any deferral under a payment accommodation agreement, and you later receive any financial assistance of any kind from any governmental entity or charitable organization, then you must pay 100% of the amount





received (up to the deferred amount) within five days after your receipt thereof. This requirement does not apply if the assistance program expressly prohibits you from using the financial assistance to pay rent (e.g., food stamps).

Understood and agreed: _____
(each tenant must sign) *(Signature of Tenant)* Date _____
Printed Name: _____

Understood and agreed: _____
(Signature of Tenant) Date _____
Printed Name: _____

Understood and agreed: _____
(Signature of Tenant) Date _____
Printed Name: _____

Understood and agreed: _____
(Signature of Tenant) Date _____
Printed Name: _____

Understood and agreed: _____
(Signature of Tenant) Date _____
Printed Name: _____

