

## Important information about the Payment Agreement form

A landlord and tenant can use this form when the landlord has filed an **L1 Application** (*Application to Evict a Tenant for Non-payment of Rent and to Collect Rent the Tenant Owes*).

**Read this information over carefully before filling out or signing the attached Payment Agreement form.**

Try to get advice from a [lawyer](#) or your local [community legal clinic](#) before you sign this. Once the Payment Agreement is signed by both the landlord and tenant, it is a legal contract.

**A tenant does not have to sign this Agreement** if they don't agree with **all** the terms. Any term of the Agreement can be changed or left out. If the landlord and tenant do not reach an agreement on all the terms (including what happens when a payment is missed), the Landlord and Tenant Board (the Board) will hold a hearing and a Board Member will issue an order.

**A payment agreement *can* include:**

- the amount of rent that the tenant owes the landlord to the end of the current rent period, as of the date this Agreement is signed,
- any NSF bank charges and related administration charges that the tenant owes the landlord (administration charges cannot be more than \$20 each),
- the fee that the landlord paid to file the L1 Application,
- any new rent that will come due during the period covered by the Agreement, and
- a term saying that the landlord can apply for **an eviction order without further notice to the tenant** ([No Hearing Eviction](#) option in Part 4 of the form).

**A payment agreement *cannot*:**

- agree to end the tenancy or evict the tenant
- include repayment of any non-rent amounts except those listed above

**Filing this form with the Board:**

Once all parties have signed this form, the landlord or tenant can file it with the Board by emailing or mailing a copy to the local [LTB Regional Office](#).

**What happens after this form is filed with the Board:**

When a copy of the Agreement is filed with the Board, the Board will decide whether to make a "consent order" based on the Agreement.

If a consent order is issued, the hearing will be cancelled.

If the Board does **not** issue a consent order, then a hearing will take place as scheduled (or a hearing will be scheduled). If a hearing is scheduled, it is important that all parties attend the hearing.

**IMPORTANT:** If you do **not** receive a consent order from the Board before your hearing date, you should contact the Board to find out if the hearing has been cancelled.

**Important note to tenants:**

If you do **not** go to the hearing, **the Board will hold the hearing without you and may make an eviction order.** For information about your hearing, see the Notice of Hearing.

**What happens after the Board makes a consent order:**

The landlord or tenant can ask the Board to **re-open the application within 30 days** after the Board made the consent order, if they believe that the other party:

- forced them to enter into the agreement, or
- gave them false or misleading information on purpose that had a "material effect" on this Agreement and on the order.

If an application is re-opened, there will be a hearing and the Board will decide if the order should be changed.

**What happens if the Tenant does not meet the repayment terms?**

If the Board issues a consent order based on this Agreement and the landlord claims that the tenant has failed to make a payment in full and on time, the landlord can ask the Board to re-open the application and hold a hearing.

**Important warning to tenants:**

**If you agreed to the No Hearing Eviction** option in Part 4 on the agreement form, the landlord can file a new application within 30 days of the missed or late payment, for an order to **evict you without a hearing**. The landlord does not have to tell you about this application. If the Board accepts the landlord's claim, it will send an eviction order to both parties without hearing from you.

If you receive an eviction order without a hearing, you can file a **motion to set aside the order within 10 days** of the date the eviction order was made, to request a hearing to challenge the eviction.

**Payment Agreement – L1 application**

**Landlord and Tenant Board  
File Number:**

<b>Landlord(s):</b>	<b>Tenant(s):</b>
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This Agreement will use the terms "landlord" and "tenant" to include everyone listed above.

<b>Address of the Rental Unit:</b>
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**The landlord and the tenant agree** to the following repayment plan to settle the landlord's L1 Application to Evict a Tenant for Non-payment of Rent and to Collect Rent the Tenant Owes.

Tenant must **initial** this box to confirm that they read the "Important Information about the Payment Agreement" pages **before** signing this agreement.

**1. Amount to be paid**

The tenant will pay the landlord the following amounts for:

\$	rent up to this date:	day / month / year
\$	NSF bank and administration charges (optional)	
\$	fee the landlord paid to file the application (optional)	
<b>\$</b>	<b>Total amount to be paid</b>	

**2. Payment amounts and dates**

The tenant agrees to pay the landlord the total amount shown in section 1 above, by paying the following amounts on the dates shown. [Attach a separate sheet if more payments are needed.]

1	\$	day / month / year
2	\$	day / month / year
3	\$	day / month / year
4	\$	day / month / year
5	\$	day / month / year
6	\$	day / month / year
7	\$	day / month / year
8	\$	day / month / year

9	\$	day / month / year
10	\$	day / month / year
11	\$	day / month / year
12	\$	day / month / year
13	\$	day / month / year
14	\$	day / month / year
15	\$	day / month / year
16	\$	day / month / year

### 3. Future rent (optional)

The tenant also agrees to pay the landlord the rent as it becomes due during the repayment period shown in section 2.

The rent is due on the		of each	<input type="checkbox"/> Month	<input type="checkbox"/> Week	<input type="checkbox"/> Other (specify)
The current rent is:	\$	per	<input type="checkbox"/> Month	<input type="checkbox"/> Week	<input type="checkbox"/> Other (specify)

### 4. Failure to make payment

If the landlord claims that the tenant failed to make any agreed payment in full and on time, the landlord may ask the Board to re-open the application and hold a hearing.

- No Hearing Eviction (Optional):** If the landlord claims that the tenant failed to make any agreed payment in full and on time, the landlord may file a new application with the Board for an order evicting the tenant **without a hearing**. The new application must be filed within 30 days of the missed payment.

<p><b>IMPORTANT WARNING TO TENANTS</b></p> <p>If the <b>No Hearing Eviction</b> box is selected, <b>you could be evicted WITHOUT A HEARING.</b></p> <p>You will <b>not</b> get notice of the landlord’s new application and you will <b>not</b> have a chance to tell your side before the Board makes an eviction order.</p> <p><b>Tenant:</b> If you agree to include this term, initial here. <input style="width: 40px; height: 20px;" type="text"/></p>
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Name of tenant	Signature	Date
Name of tenant	Signature	Date
Name of landlord/representative	Signature	Date

Developed by Community Legal Education Ontario (CLEO) and Advocacy Centre for Tenants Ontario (ACTO) in collaboration with Ontario’s Community Legal Clinics. This is general legal information for people in Ontario, Canada. It is not legal advice.

<b>OFFICE USE ONLY</b>							
Delivery Method:	<input type="radio"/> In person	<input type="radio"/> Mail	<input type="radio"/> Courier	<input type="radio"/> Email	<input type="radio"/> Efile	<input type="radio"/> Fax	MS <input type="checkbox"/> FL <input type="checkbox"/>