

# INSTRUCTION SHEET (Form CA-263)

## Payment Plan Agreement Instructions

**Purpose:** The form is an agreement between the Landlord and Resident that the Resident will not be evicted for nonpayment as long as past due amounts are paid according to the schedule in the form and the Resident does not fall behind on future rent. In addition, the form requires the Resident to represent that the condition of the premises is good, which will likely decrease delays due to habitability claims should an unlawful detainer action become necessary.

### Preparation of Form

1. List the names of all the persons named in the Rental/Lease Agreement in the same manner that they are given on the Agreement. List complete names and aliases (also known as - aka). If names are not known, add "and all John Does in Possession." If only a part of a name is known, list the part known. If there are adults who are not named in the Rental/Lease Agreement residing in the unit, consult with an attorney about whether they must be named in the Notice and the location of the rental unit, including unit number and zip code.
2. Paragraph 1: List all past due amounts including the original due date and a description of what the charge is for (i.e., rent, damages, etc.).
3. Paragraph 2: Fill in the payment schedule.
4. Paragraph 3: Specify the address where rent payments should be delivered (i.e. "123 Main Street, Unit 4, Sacramento, CA 95814" or "PO Box 1234, San Francisco, 94101") If you accept payments in person, indicate the hours and days Landlord is available to accept them. If not, put "N/A" in the spaces for the hours. If your hours vary from day to day, specify them in the space marked "Other".

Indicate the acceptable methods of payment. If no boxes are checked here, all forms of payment are deemed acceptable. You may not select cash as the exclusive form of payment.

**Signatures:** It is strongly recommended that all adult occupants sign and date the Agreement, in addition to you or your agent. The person who signs for the Landlord may be the Landlord him/herself, or an agent who is authorized to act on behalf of the Landlord (the agent may be a manager, one of several co-owners, or another person). In the case of co-owners, the person who signs on behalf of the Landlord should be authorized to act on behalf of all the co-owners. If a manager or other person is signing on the owner's behalf: (1) the Landlord's name should be entered in the space marked "Landlord;" (2) the box next to "Landlord" must be checked and (3) the manager or other individual's name should be signed, and company affiliation provided.

### Pitfalls and Precautionary Notes:

1. If the Resident is in compliance with this Agreement, Landlord cannot file an unlawful detainer action for nonpayment of rent.
2. An unlawful detainer action cannot be used to recover past due rent from more than one year ago. This is one reason why rent payments should be applied to the earliest past due rent amounts.
3. A Three-Day Notice for non-payment of rent should **not** list any past due charges other than rent. Non-rent amounts could be claimed pursuant to a separate Form CA-232 – 3-Day Notice to Perform Conditions/Covenants or Quit for Monetary Breach.
4. This form has been prepared by the California Apartment Association to help members comply with applicable California and Federal Law. The California Apartment Association, its local Chapters, and Divisions do not make any representation or warranty about the legal sufficiency or effect of this form. Consult with an attorney if you require assistance in completing the form or to determine if use of the form is appropriate or changes to the form are necessary in any particular situation.
5. The California Apartment Association does not sanction any CAA form which has been altered or changed in any way.



# PAYMENT PLAN AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between  
(Day) (Month) (Year)

\_\_\_\_\_  
(Name of Landlord) "Landlord" and  
 \_\_\_\_\_ "Resident." for  
All Residents (tenants and subtenants) in possession (full name) and all others in possession

the premises located at:

\_\_\_\_\_, Unit # (if applicable) \_\_\_\_\_  
(Street Address)  
 \_\_\_\_\_, CA \_\_\_\_\_  
(City) (Zip)

The parties agree as follows:

This agreement does not constitute a novation of the Rental/Lease Agreement and is not a promissory note. It is not intended to waive any rights of the parties under the Rental/Lease Agreement. All terms and conditions of the Rental/Lease Agreement remain in effect.

**1. Past Due Amounts:** Resident agrees that this statement of past due charges is accurate.

Type of payment (i.e., rent, deposit, damages)	Original Due Date	Amount

**2. Payment Plan:** Resident(s) agree(s) to pay the following amounts no later than the date specified (check one box).

\$ \_\_\_\_\_ is due on the \_\_\_\_\_ day of every month, beginning \_\_\_\_\_ until \_\_\_\_\_  
(date) (date)

or

Amount	Date Due



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Blank Forms is Illegal.



**3. Payment Method for Payment Plan.**

Payment must only be made to Landlord at the following address:

\_\_\_\_\_  
*(Address where payments should be delivered)*

Telephone number for above address: \_\_\_\_\_

Payments made in person may be delivered to Landlord between the hours of \_\_\_\_\_ and \_\_\_\_\_ on the following days of the week:

Monday  Tuesday  Wednesday  Thursday  Friday  Saturday  Sunday  Other \_\_\_\_\_

Acceptable methods of payment:

Personal Check  Cashier's Check  Money Order  EFT/Credit (see Landlord for details) and  Cash

**4. Continuing Obligation to Pay Rent:** Resident(s) agree to make all future rent payments under the Rental/Lease Agreement on time. Rent payments made after the date of this Agreement must be made only:

As specified in the Rental/Lease Agreement

To Landlord at the following address:

\_\_\_\_\_  
*(Address where payments should be delivered)*

Telephone number for above address: \_\_\_\_\_

Payments made in person may be delivered to Landlord between the hours of \_\_\_\_\_ and \_\_\_\_\_ on the following days of the week:

Monday  Tuesday  Wednesday  Thursday  Friday  Saturday  Sunday  Other \_\_\_\_\_

Acceptable methods of payment:

Personal Check  Cashier's Check  Money Order  EFT/Credit (see Landlord for details) and  Cash

**5. Habitability.** By entering into this agreement, Resident represents that the premises are in clean, safe and habitable condition and free of needed repairs or damage.

**6. Informal Resolution in Lieu of Litigation.** Landlord will not sue Resident for the amounts listed in Section 1 above, if the payment plan is adhered to. In the event that Resident(s) fail(s) to conform to any of the payment requirements above, even if late by a single day, all outstanding amounts shall be immediately due and payable and Resident(s) shall be served a Three-Day Notice demanding all past due amounts. If the sum demanded is not paid within the required time period, Landlord has the right to begin Unlawful Detainer proceedings to recover possession of the premises, rent, damages, attorney fees and court costs, as applicable.



The undersigned Resident(s) acknowledge(s) having read and understood the foregoing.

_____ <i>Date</i>	_____ <i>Resident</i>	_____ <i>Date</i>	_____ <i>Resident</i>
_____ <i>Date</i>	_____ <i>Resident</i>	_____ <i>Date</i>	_____ <i>Resident</i>
_____ <i>Date</i>	_____ <i>Resident</i>	_____ <i>Date</i>	_____ <i>Resident</i>

\_\_\_\_\_  
*Landlord*       by \_\_\_\_\_, \_\_\_\_\_ Agent for Landlord  
*Individual Signing for Landlord*      *Management Co. (If Applicable)*

\_\_\_\_\_  
*Date*

