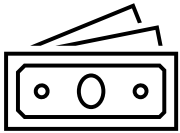


# Eviction Diversion Mediation Worksheet for Landlords

Answer the questions below to get ready for your mediation session. Skip any questions that do not apply to your situation.

## Rent

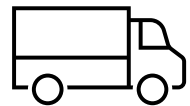


1. When did the tenant last pay rent?
2. How much does the tenant currently owe?
3. Has the tenant applied for rental assistance? Do you know the status of the application? If the tenant may be eligible for financial assistance, would you accept it?
4. Would you accept partial payments to satisfy the amount owed if the tenant can pay rent going forward?



## Other Financial Issues

1. Does the tenant owe money for anything besides rent (like utilities, late fees, etc.)?
2. Has the tenant contacted you about any financial hardship they are experiencing?



## Moving

1. Would you be willing to let the tenant stay if they are able to pay rent going forward?



## Other Issues

1. Are there other issues you would like the mediator to know when you are trying to come to an agreement?

# Items to Have for Mediation

- Lease and any additional written agreements
- Ledger – calculation of balance owed

## Tips to Prepare for Mediation

1. **Work out exactly how much you think the tenant owes before mediation.** If you disagree with the amount the tenant says they owe, have any payment documents with you when you come to mediation (like a ledger, proof of payments, or messages from your tenant).
2. **If you agree to a payment plan, make sure it is realistic for both parties.** Consider things like:
  - The tenant's ability to pay your rent going forward and their other expenses, like food and transportation?
  - When should each payment be due, and how will you accept the payments?
  - How the tenant will pay (cash, money order, Venmo)? If payments are mailed, should they be *postmarked* by the due date or *received* by the due date?

Including these details can remove confusion and make sure that the tenant can follow the agreement.

3. **A mediated agreement the court enforces can include a payment plan, a move-out date, or a move-out date, *and* a payment plan.** You may want to agree to other conditions that can be part of an additional agreement, including how you and your tenant will communicate going forward.