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## LANDLORD–TENTANT AND EVICTION MEDIATION SAMPLE FORMS

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The following are sample forms offered to municipal courts and local bar associations around Ohio for the operation of landlord-tenant and eviction mediation.

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**Form 1. Forbearance Agreement**

**FORBEARANCE AGREEMENT**

**THIS FORBEARANCE AGREEMENT** was made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ (“Landlord”) and \_\_\_\_\_ (“Tenant”) for the premises commonly known as \_\_\_\_\_ (“the Premises”);

1. Tenant acknowledges an obligation under the Lease to pay Landlord rent in the amount of \$ \_\_\_\_\_ per month;
2. Tenant acknowledges that he or she has failed to pay rent as required by the lease agreement;
3. Due to COVID-19, Tenant has experienced financial issues that prevented him or her from paying his or her rent on time or in full as required by the lease;
4. The Landlord and Tenant agree that as of the date of this agreement, written above, the tenant owes the landlord \$ \_\_\_\_\_ in rent, which includes rent through the month of \_\_\_\_\_.
5. Tenant agrees to make the payments as listed below, and Landlord agrees to accept them, to avoid Landlord exercising its remedies under the Lease and filing an eviction action, in consideration of the execution of this Agreement;
6. Tenant understands that if he or she does not follow the terms of this Agreement, Landlord may exercise its remedies under the Lease; and

**SECTION 1.** Tenant shall pay the following Amount(s) on the following date(s):

	<b>Amount</b>	<b>Date Due</b>
<b>1.</b>	\$ _____	_____
<b>2.</b>	\$ _____	_____
<b>3.</b>	\$ _____	_____

Payment may be made in the following form(s) (e.g. money order, check from 3rd party agency, etc): \_\_\_\_\_

Payment shall be made in the following manner: (e.g. picked up by landlord, mailed, etc): \_\_\_\_\_

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Tenant and Landlord agree that acceptance of partial payment (if any) will not constitute a waiver to proceed with its remedies under the Lease. Tenant understands that he or she will continue to be liable for the amount of all charges due under the full term of the Lease.

The parties' lease remains in effect. Payment of charges under the Lease shall be due and accepted per the terms of the Lease. If payment is late, Landlord may refuse late payment and exercise its remedies under the Lease. This Agreement does not change the date upon which rent is due for future rent.

**SECTION 2.** If Tenant violates Section 1 of this Agreement, Tenant agrees that Landlord is entitled to exercise its remedies under the Lease, including but not limited to, filing an eviction action. The Landlord acknowledges that it cannot lock the tenant out, terminate the tenant's utilities, or seize the tenant's personal property to force the tenant to move.

**SECTION 3.** In the event an eviction action is filed against Tenant, Landlord may attach this Agreement to the Complaint as Tenant's acknowledgment that rent was past due as of the date this Forbearance Agreement was signed by Tenant.

**SECTION 4.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. A facsimile or scanned version of a signature shall be deemed an original and shall be enforceable as if it is an original signature.

**IN WITNESS WHEREOF**, and have hereunto caused this Agreement to be executed as of the date first above-written:

Tenant:

Duly Authorized Agent of Landlord

BY:

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**Form 2. Agreement to Voluntarily Vacate**

**AGREEMENT TO VOLUNTARILY VACATE**

**THIS AGREEMENT TO VOLUNTARILY VACATE** was made on this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_, between \_\_\_\_\_ (“Landlord”)  
and \_\_\_\_\_ (“Tenant”) for the premises commonly known as  
\_\_\_\_\_ (“the Premises”);

1. Tenant acknowledges an obligation under the Lease to pay Landlord rent in the amount of \$ \_\_\_\_\_ per month;
2. Tenant acknowledges that he or she has failed to pay rent as required by the lease agreement;
3. Due to COVID-19, Tenant has experienced financial issues that prevented him or her from paying his or her rent on time or in full as required by the lease;
4. The Landlord and Tenant agree that Tenant will voluntarily surrender possession and/or relinquish keys to the premises on [DATE] by which time Tenant will have removed any personal property on the premises.
5. Tenant authorizes the Landlord to regain possession, change locks, and remove and/or discard any and all personal property that remain on the premises after [DATE listed in #4 above] after which date the Landlord shall have exclusive right to possession of the premises to the exclusion of all others.
6. Tenant expressly relinquishes possession of any and all belongings which may be left in the premises and represents to Landlord that no one has authority to have possession of the premises at this time other than Landlord.
7. In consideration of this Agreement to Voluntarily Surrender the premises and personal property, Landlord agrees not to file an eviction action for possession, or if an eviction action was filed prior to the date of this agreement, Landlord agrees to dismiss any pending eviction for possession.
8. The Landlord agrees not to object to any request by Tenant to seal the eviction record or to vacate the eviction.
9. Tenant understands that if he or she does not follow the terms of this Agreement, Landlord may exercise its remedies under the Lease.
10. This agreement does not waive any rights that the Landlord may have against the Tenant by virtue of any default under the lease between the parties.

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**IN WITNESS WHEREOF**, and have hereunto caused this Agreement to be executed as of the date first above-written:

Tenant:

Duly Authorized Agent of Landlord

BY:

TITLE:

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**Form 3. Mediated Agreement to Vacate and Judgment for Plaintiff**

**IN THE MUNICIPAL COURT**

\_\_\_\_\_ COUNTY, OHIO

**MEDIATED AGREEMENT**

\_\_\_\_\_  
Plaintiff(s)

Date: \_\_\_\_\_

vs.

Case No: \_\_\_\_\_

\_\_\_\_\_  
Defendant(s)

**PARTIES AGREE:**

1. Judgment for Plaintiff on the First Cause of Action.
2. Defendant will vacate the premises on or before \_\_\_\_ / \_\_\_\_ / \_\_\_\_ by \_\_\_\_ : \_\_\_\_.
3. Defendant / Plaintiff will return / pick up keys on \_\_\_\_ / \_\_\_\_ / \_\_\_\_ as follows:  
  
\_\_\_\_\_
4. If Defendant vacates as agreed, Plaintiff will file a motion to vacate judgment by \_\_\_\_ / \_\_\_\_ / \_\_\_\_.
5. This agreement is for settlement purposes only and is not an acknowledgment of wrongdoing.

\_\_\_\_\_  
Signature - Plaintiff(s)

\_\_\_\_\_  
Signature – Defendant(s)

\_\_\_\_\_  
Phone #:

\_\_\_\_\_  
Phone #:

\_\_\_\_\_  
Email:

\_\_\_\_\_  
Email:

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**Form 4. Mediated Agreement to Vacate – No Judgment for Plaintiff**

**IN THE MUNICIPAL COURT**

\_\_\_\_\_ COUNTY, OHIO

**MEDIATED AGREEMENT**

\_\_\_\_\_  
Plaintiff(s)

Date: \_\_\_\_\_

vs.

Case No: \_\_\_\_\_

\_\_\_\_\_  
Defendant(s)

**PARTIES AGREE:**

1. The hearing is continued to \_\_\_\_ / \_\_\_\_ / \_\_\_\_ at 9:00 am in Courtroom \_\_\_\_.
2. Defendant will vacate the premises on or before \_\_\_\_ / \_\_\_\_ / \_\_\_\_ by \_\_\_\_ : \_\_\_\_.
3. Defendant / Plaintiff will return / pick up keys on \_\_\_\_ / \_\_\_\_ / \_\_\_\_ as follows:  
\_\_\_\_\_.
4. If Defendant vacates as agreed, neither party is required to appear at the hearing and the Court will dismiss the First Cause of Action without prejudice.
5. If Defendant fails to vacate as agreed, Plaintiff must appear at the hearing in order to request Judgment for Restitution of the Premises.
6. This agreement is for settlement purposes only and is not an acknowledgment of wrongdoing.

\_\_\_\_\_  
Signature - Plaintiff(s)

\_\_\_\_\_  
Signature – Defendant(s)

Phone #:

Phone #:

Email:

Email:

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**Form 5. Mediated Agreement to Payment Plan and to Vacate, No Judgment for Plaintiff  
IN THE MUNICIPAL COURT**

\_\_\_\_\_ COUNTY, OHIO

**MEDIATED AGREEMENT**

\_\_\_\_\_  
Plaintiff(s)

Date: \_\_\_\_\_

vs.

Case No: \_\_\_\_\_

\_\_\_\_\_  
Defendant(s)

**PARTIES AGREE:**

1. The hearing is continued to \_\_\_\_ / \_\_\_\_ / \_\_\_\_ at \_\_\_\_:\_\_\_\_ am in Courtroom \_\_\_\_ to allow Defendant to make scheduled payments.

2. Defendant must make payments to Plaintiff according to the following schedule:

- A. \$ \_\_\_\_\_ due on \_\_\_\_ / \_\_\_\_ / \_\_\_\_    B. \$ \_\_\_\_\_ due on \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
C. \$ \_\_\_\_\_ due on \_\_\_\_ / \_\_\_\_ / \_\_\_\_    D. \$ \_\_\_\_\_ due on \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
E. \$ \_\_\_\_\_ due on \_\_\_\_ / \_\_\_\_ / \_\_\_\_    F. \$ \_\_\_\_\_ due on \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
G. \$ \_\_\_\_\_ due on \_\_\_\_ / \_\_\_\_ / \_\_\_\_    H. \$ \_\_\_\_\_ due on \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
I. \$ \_\_\_\_\_ due on \_\_\_\_ / \_\_\_\_ / \_\_\_\_    J. \$ \_\_\_\_\_ due on \_\_\_\_ / \_\_\_\_ / \_\_\_\_

3. By \_\_\_\_ am / pm on each due date, Defendant will deliver / mail, each payment to:

\_\_\_\_\_

4. Payment will be in the form of cash, check, money order, or \_\_\_\_\_.

5. If Defendant vacates as agreed, neither party is required to appear at the hearing and the Court will dismiss the First Cause of Action without prejudice.

6. If Defendant fails to vacate as agreed, Plaintiff must appear at the hearing in order to request Judgment for Restitution of the Premises and Defendant must explain nonpayment.



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7. This agreement is for settlement purposes only and is not an acknowledgment of wrongdoing.

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Signature - Plaintiff(s)

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Signature – Defendant(s)

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Phone #:

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Phone #:

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Email:

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Email:

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**Form 6. Mediated Agreement to Payment Plan and to Vacate – Judgment for Plaintiff**  
**IN THE MUNICIPAL COURT**

\_\_\_\_\_ COUNTY, OHIO

**MEDIATED AGREEMENT**

\_\_\_\_\_  
Plaintiff(s)

Date: \_\_\_\_\_

vs.

Case No: \_\_\_\_\_

\_\_\_\_\_  
Defendant(s)

**PARTIES AGREE:**

1. Judgment for Plaintiff on the First Cause of Action.

2. Defendant will vacate the premises on or before \_\_\_\_ / \_\_\_\_ / \_\_\_\_ by \_\_\_\_ : \_\_\_\_.

3. Defendant will vacate the premises on or before \_\_\_\_ / \_\_\_\_ / \_\_\_\_ by \_\_\_\_ : \_\_\_\_.

4. Defendant / Plaintiff will return / pick up keys on \_\_\_\_ / \_\_\_\_ / \_\_\_\_ as follows:

\_\_\_\_\_  
5. Defendant will make payments to Plaintiff according to the following schedule:

B. \$ \_\_\_\_\_ due on \_\_\_\_ / \_\_\_\_ / \_\_\_\_ B. \$ \_\_\_\_\_ due on \_\_\_\_ / \_\_\_\_ / \_\_\_\_

D. \$ \_\_\_\_\_ due on \_\_\_\_ / \_\_\_\_ / \_\_\_\_ D. \$ \_\_\_\_\_ due on \_\_\_\_ / \_\_\_\_ / \_\_\_\_

F. \$ \_\_\_\_\_ due on \_\_\_\_ / \_\_\_\_ / \_\_\_\_ F. \$ \_\_\_\_\_ due on \_\_\_\_ / \_\_\_\_ / \_\_\_\_

H. \$ \_\_\_\_\_ due on \_\_\_\_ / \_\_\_\_ / \_\_\_\_ H. \$ \_\_\_\_\_ due on \_\_\_\_ / \_\_\_\_ / \_\_\_\_

6. By \_\_\_\_ am / pm on each due date, Defendant will deliver/mail, each payment to:

\_\_\_\_\_  
7. Payment will be in the form of cash, check, money order, check, or \_\_\_\_\_.

8. This agreement is for settlement purposes only and is not an acknowledgment of wrongdoing.

\_\_\_\_\_  
Signature - Plaintiff(s)

\_\_\_\_\_  
Phone #:

\_\_\_\_\_  
Email:

\_\_\_\_\_  
Signature – Defendant(s)

\_\_\_\_\_  
Phone #:

\_\_\_\_\_  
Email: