

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

HOUSING COURT DEPARTMENT  
CITY OF BOSTON DIVISION  
DOCKET NO:

\_\_\_\_\_  
Plaintiff/Landlord

vs.

STIPULATION OF DISMISSAL

\_\_\_\_\_  
Defendant/Tenant

The parties to the above-captioned action hereby stipulate to the dismissal with prejudice of the Plaintiff's claim for possession of the premises on the following terms and conditions:

1. The Defendant ("Tenant") agrees to vacate the premises located at \_\_\_\_\_  
\_\_\_\_\_ (the "Apartment") by removing all belongings from the  
Apartment and returning the keys to the Landlord, c/o \_\_\_\_\_  
on or before \_\_\_\_\_. The Tenant shall leave the Apartment in broom  
clean condition.
2. The Plaintiff ("Landlord") acknowledges that this is a no-fault eviction and that the Tenant is  
vacating the Apartment voluntarily in exchange for the terms of this stipulation.
3. The Landlord waives any and all claims for rent or use and occupancy for the Apartment  
from the inception of the Tenant's tenancy at the Apartment until the date of this stipulation.
4. On or before \_\_\_\_\_, the Landlord shall deposit the sum of  
\$ \_\_\_\_\_ (the "Settlement Money") with ( ) Landlord's attorney as

escrow counsel or, if Landlord has no attorney, either ( ) the clerk of the Court or ( ) the following neutral third party: \_\_\_\_\_. This person will be referred to as the "Escrow Agent" in this agreement.

5. The Escrow Agent shall distribute the Settlement Money to the Tenant on the date the Tenant vacates the Apartment as follows:

A. Choose one:

( ) The sum of \$ \_\_\_\_\_ shall be provided to the Tenant on the date s/he vacates the Apartment.

OR

( ) If the Tenant vacates the Apartment by:

i. \_\_\_\_\_, s/he shall be entitled to receive \$ \_\_\_\_\_ of the Settlement Money.

ii. \_\_\_\_\_, s/he shall be entitled to receive \$ \_\_\_\_\_ of the Settlement Money.

iii. \_\_\_\_\_, s/he shall be entitled to receive \$ \_\_\_\_\_ of the Settlement Money.

iv. \_\_\_\_\_, s/he shall be entitled to receive \$ \_\_\_\_\_ of the Settlement Money.

v. If the Tenant does not vacate the Apartment by \_\_\_\_\_ s/he shall not be entitled to receive any of the Settlement Money, except as provided in subparagraphs B and C below.

B. At the Tenant's direction, the Escrow Agent shall release all or part of the Settlement Money to third parties before the date the Tenant vacates the Apartment if necessary to

facilitate the Tenant's vacating the Apartment. Any monies distributed under this subparagraph shall be deducted from the portion of the Settlement Money due to the Tenant at the time s/he vacates the Apartment.

6. Throughout the term of this agreement and any extensions thereof, use and occupancy for the Apartment shall be (*choose one*): ( ) set at \$ \_\_\_\_\_; ( ) waived; ( ) waived until \_\_\_\_\_.
7. Within 30 days of the date that the Tenant vacates the Apartment, the Landlord shall return to the Tenant his/her security deposit of \$ \_\_\_\_\_, plus interest, in compliance with G.L. c. 186 s. 15B.
8. On or before \_\_\_\_\_, the Landlord shall make the repairs listed in Attachment A. The Landlord shall give the Tenant sufficient notice of entry for repairs through 24 hours' telephonic or written notice. The Tenant shall permit reasonable access for all necessary repairs. All repairs shall be completed in a prompt and workmanlike manner and all reasonable efforts shall be made to avoid inconvenience to Tenant. Should the Landlord fail to make the repairs set forth in Attachment A in a timely manner, Tenant may seek enforcement of this provision by filing a motion for injunctive relief in this summary process action and serving a copy of the motion on Landlord/Landlord's attorney. The Court shall retain jurisdiction over the matter for the purpose of hearing any motion for injunctive relief filed under this paragraph.
9. Attached hereto is a Reference Letter signed by the Landlord. The Landlord authorizes the Tenant to use this Letter for any future rental housing and agrees to provide a positive reference if contacted orally by a prospective landlord.

10. ( ) The Tenant's counterclaims raised in this action shall be (*choose one*):

a. ( ) Transferred to the civil docket

*or*

b. ( ) Dismissed with/without prejudice

11. The parties shall bear their own costs and attorneys' fees in this matter.

12. If the Tenant fails to vacate the Apartment by the date set forth in paragraph 1 of this agreement, the Landlord may, upon motion and at least seven (7) days' notice to the Tenant, vacate this dismissal and restore the action to the trial list in its status as of the date of execution of this stipulation. If the Tenant's counterclaims have been transferred to the civil docket, this case and the civil case shall be consolidated into a single summary process action.

Dated:

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Landlord's Attorney

\_\_\_\_\_  
Housing Specialist Department  
(*if applicable*)

SO ORDERED:

\_\_\_\_\_  
Justice