

Instructions: Stipulation to Reinstate Tenancy

Use this Stipulation if you and your landlord agree that you can stay in your apartment. This form allows you to stay in your home if the terms are met. If both sides meet all the terms of the stipulation, the court dismisses the eviction.

The actual terms of your stipulation depend on your circumstances and also if you have any legal claims against your landlord. For example, in a non-payment case, if you lived with bad conditions, your landlord could agree to reduce the back rent you owe and you could agree to pay off the remaining rent through a reasonable payment plan.

If one or both sides do not do what they agreed to do in the stipulation, this form gives you and the landlord **2 choices**. Pick **only one**:

- a. Paragraph 4 allows you to reschedule the case so that you, your landlord, or both of you have time to resolve issues. During this time both sides keep all their legal claims. If one side does not meet the terms of the Stipulation by the rescheduled date, the original case goes to trial for a judge or jury to decide.
- b. Paragraph 5 has harsher consequences. It means if your landlord thinks you violated the terms of the Stipulation, they can ask the court for a *judgment* for money, or an order to evict, or both. There must be a hearing, but the hearing is only about the terms of the Stipulation. It is **not** a trial on the whole case. If you think the landlord violated the terms of the Stipulation, you can also ask for a hearing.

Line by line instructions

Complete the Stipulation to Reinstate Tenancy by following the instructions below. The letters and numbers in these instructions match those on the form.

- a. Write the name of your county.
 - b. Write the landlord's name as it is written on the Summons and Complaint.
 - c. Write your name as it is written on the Summons and Complaint.
 - d. Copy the name of the court from the Summons and Complaint.
 - e. Fill in the Docket Number, if you know it. The Docket Number is the number the court assigned to your case. You can ask the court for it.
1.
 - a. Fill in the address of your apartment and fill in the amount of rent you pay. Check the box next to how often you pay your rent, weekly or monthly.
 - b. If your apartment is subsidized or you have a voucher, check the box and fill in **your** portion of the monthly rent. The text that says: **Any rent adjustments during the period of this stipulation shall not act as a waiver of the Parties' rights** means that if your

housing agency increases or decreases your rent after you signed the Stipulation, both sides still keep their legal claims.

2.
 - a. Check this box if you and your landlord agree that you do not owe rent.
 - b. Check this box if your landlord agrees to reduce the amount of rent you owe because of the legal claims you have against your landlord. If you check this box, it means that both sides give up any legal claims against the other and the case will be dismissed. Fill in the amount of rent you owe, how much it will be reduced by, and what the balance is.
 - c. Check this box if you and your landlord agree to a payment. Check by the Tenant if you agree to pay your landlord. Check by the Landlord if your landlord has agreed to pay you because of your claims. Describe how the payment will be made: payments on certain dates, with rent payments, or as a rent credit.
3. Check this box if your landlord agrees to make repairs. List the specific repairs and when the landlord will make them. This is important because you are agreeing to specific times and dates when your Landlord can enter your apartment to make repairs.

Check 4 or 5. Do **not** check both.

4.
 - a. Check this box if you want to reschedule the case and get another court date. Fill in the blank lines if you and your landlord agree to do anything between now and the next court date. You do not need to repeat anything in paragraphs 2 or 3.
 - b. Fill in the number of business days' notice you agree to if paragraphs 2-4 are not met. This means both sides must give each other that number of days' notice before going back to court.

Check **for status** if you agree that the hearing will be to review the Stipulation.

Check **for trial** if you agree that the hearing will be a trial.

If you choose Paragraph 4 both sides keep all their claims, and the original case goes to trial for a judge or jury to decide.

5.
 - a. If you check 4, do not check 5. Check 5 if you and your landlord agree to reinstate the tenancy. This allows you to stay in your home and the case will be dismissed after the terms of this agreement are met. Fill in the blank lines if you and your landlord agree to any other terms.
 - b. Fill in the number of business days' notice you agree to if these terms are not met. This means both sides must give each other that number of days' notice before going back to court.
 - c. Check the box if you want to inspect any documents related to the allegations before the hearing.
6. Check this box if you or someone in your household has a disability and your landlord agrees to a Reasonable Accommodation Plan so you can stay in your apartment.

A Reasonable Accommodation Plan can include extra time to get therapy to address behavioral issues, time to get paperwork in if your disability interfered with your ability to fill

out the forms, or changes to how you pay the rent like getting help through Representative Payee if you cannot manage your finances.

Paragraph 6 can be used with either Paragraph 7 or 8. The Reasonable Accommodation Plan must be kept private. It will only be filed with the court, if you or your landlord needs to enforce it. If it is filed with the court, it will be under seal, which means that it will be kept private.

7. Check this box and fill in the blank lines if there is anything that was not written somewhere else on the form that you or the landlord wants in your agreement.
8. Check this box if both you and your landlord agree to give up legal claims against each other in this particular case so you can resolve it. You must follow all the terms of the Stipulation.
9.
 - a. Check this box if you and the landlord agree to dismiss this case when the terms of this agreement are met. Fill in the date that you both agree to have the case dismissed. If you or your landlord does not file any motions, the case will be dismissed on that date.
 - b. Check the box if you signed another document called a Stipulation of Dismissal. Fill in the name of the person who will hold the signed Stipulation of Dismissal. This could be you, your landlord, or your landlord's lawyer. This person must file the Stipulation of Dismissal in court, on the date in paragraph 9a, if neither you nor your landlord files a motion. At the same time, this person must send a copy of the Stipulation of Dismissal to the other party when they file it.
10. Check this box and fill in the date and time if you and your landlord want the court date to review if the terms of your agreement have been met.

You and your landlord, or your landlord's lawyer, must sign the forms and write your phone number, and email, if you have one.

Give your Stipulation to Reinstate Tenancy to the Clerk or Housing Specialist. After the court approves it, they will give you a copy on **the same day**. Get a copy of the Stipulation so you know what you agreed to do. **Do everything you agreed to so you can reinstate your tenancy**, even if the landlord does not do everything they agreed to.

COMMONWEALTH OF MASSACHUSETTS
TRIAL COURT

a. _____, ss:
County

d. _____
Name of Court

e. _____
Docket No.

b. _____
Plaintiff/Landlord

v.

STIPULATION TO REINSTATE TENANCY

c. _____
Defendant/Tenant

The Parties hereby agree to the following terms (*check the boxes that apply*):

1. a. The agreed-upon rent for the unit located at: _____ is
\$ _____ per month *or* per week.

b. The unit is subsidized and the Tenant's portion of rent for the unit is \$ _____ per month. Any rent adjustments during the period of this Stipulation shall not act as a waiver of the Parties' rights.

2. a. The Parties agree that no rent is owed.

b. The Parties agree that the current rent owed is \$ _____, which will be reduced by \$ _____ in exchange for the Parties' mutual release of claims (Paragraph 8, *below*), leaving a balance of \$ _____.

c. The Parties agree that \$ _____ will be paid:

- by the **Tenant** in rent/use and occupancy; *or*
- by the **Landlord** (to resolve the Tenant's claims).

Payment shall be made as follows (*for example*: in installments on certain dates; with rental payments; *or* as a past/future rent credit):

3. The Landlord will make the following repairs to the unit at the following time(s)/date(s):

Check box 4 or box 5 (not both):

4. a. The Parties agree to **continue this case** to _____, during which period the Parties agree:

a. If the conditions in paragraphs 2-4 or 7 are not met, either party may file a motion, with _____ business days' notice to the other party, to return the case to the list **for status** or **for trial**. All Parties reserve their rights in this action.

5. a. The Parties agree to **reinstate the tenancy** upon the following terms (add any terms in addition to paragraphs 2-3 and 6-7):

b. Upon motion of either party, with _____ business days' notice to the other party, asserting a violation of the terms of this Stipulation in factual detail (*for example*: failure to make payments *or* failure to make repairs), the party filing the motion may seek **Entry of Judgment** or injunctive or other relief.

c. Parties shall be allowed to inspect any documents related to the allegation(s) before the hearing.

6. The Parties have entered into a separate *Reasonable Accommodation* Agreement, which will not be filed with the Court except as necessary (under seal) to enforce its terms in accordance with this Stipulation.

7. The Parties further agree as follows:

8. In exchange for the terms herein, the Parties release each other from ("give up" or waive) all claims that were asserted in this action, with the exception of the Parties' obligations as set forth in this Stipulation.

9. a. Absent any pending motions before the Court, **the case shall be dismissed** on _____ and the tenancy shall be fully reinstated.

b. The Parties have executed a Stipulation of Dismissal, to be held for filing by _____, with a simultaneous copy sent to the other party as notice of filing.

10. The Parties shall appear in court on _____ at _____ for review on compliance with this Stipulation.

Landlord/Plaintiff
Phone: _____

Tenant/Defendant
Phone: _____

Landlord's Attorney (Limited Assistance Rep.)
Phone: _____ BBO: _____

Tenant's Attorney (Limited Assistance Rep.)
Phone: _____ BBO: _____

DATED: _____

HOUSING SPECIALIST

Approved by: JUDGE Date