

Instructions: Stipulation to Vacate

Use the Stipulation to Vacate if you are prepared to move. You can use this form to get a realistic amount of time to move, a reference for your next apartment search, and even money from your landlord to help you move, or in exchange for giving up claims you may have against them.

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**:

1. Paragraph 4 is a **move-out incentive**. If you check this box, you agree to move out by a certain date and your landlord agrees to pay you money to help you move out. Both sides keep all their claims until the vacate date. If you cannot move by the date you agreed, the original case goes to trial for a judge or jury to decide.
2. 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 ask for a hearing.

Line by Line Instructions

Complete the Stipulation to Vacate 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 has assigned to your case. You can ask the court for it.
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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 the landlord agrees not to make you pay part of the rent you owe when you move out.
 - d. 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 4 if you are moving out and the landlord is paying you to move out. This paragraph says you and your landlord want to **reserve their rights in this action**. This means both of you keep your claims against each other. Fill in the date you agree to move out. Fill in the amount of money the landlord agrees to pay you to move out.

Fill in exactly what you agreed to in terms of payment. Fill in the amount of money and the dates the landlord will pay you.

- 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. Check **for entry of money judgment against Landlord** if you agree that you can get a judgment against the landlord if the landlord does not pay you the amount agreed.

- 5. a. If you check 4, do not check 5. Check 5 if both sides agree to a **mutual termination of the tenancy**. This means that you and your landlord agree that you are going to move out. This is an important paragraph if you want to keep a voucher. Fill the date you are going to move out and describe any other terms for the move out, such as leaving it clean.
- 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. This paragraph also says that if you move out on the date that you agreed to, your case will be dismissed.
- c. Check the box below if you want to inspect any documents related to the allegations before the hearing.

6. Check this box if the Landlord agrees to provide a neutral or positive reference. A neutral reference usually only states the dates you lived at the apartment and if you owe any rent. A positive reference is one that says you were a good tenant. Try to get a positive reference if you can. Check the box below 6 if the Landlord gives you a reference letter at the same time they sign this form. Try to get a written positive reference while you are in court, if you can.
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 9, 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 Vacate 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, even if the landlord does not do everything they agreed to. If you do not move out by the date you agreed to, your landlord may try to go after the full amount of rent you owe.

COMMONWEALTH OF MASSACHUSETTS
TRIAL COURT

a. _____, ss:
County

d. _____
Name of Court

e. _____
Docket No.

b. _____
Plaintiff/Landlord

v.

STIPULATION TO VACATE

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 the balance of \$ _____ will be forgiven when the Tenant vacates.

d. 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*: when and how; in installments on certain dates):

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 **reserve their rights in this action**. If the Tenant moves out on or before _____, the Landlord agrees to pay the Tenant \$ _____ as a move-out incentive, to be paid out as follows:

- \$ _____ on or before _____ (date);
- \$ _____ upon _____ days' notice to the Landlord that Tenant will vacate the Unit; *and/or*
- \$ _____ when the Tenant vacates.
- Funds shall be held in trust by _____ until the vacate date.

b. If any 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** **for trial** **for entry of money judgment against Landlord** (Tenant vacates but Landlord fails to may payment as agreed).

5. a. The Parties agree to a **mutual termination of the tenancy**. The Tenant shall vacate the unit on or before _____, and upon the following terms (if any):

b. If the Tenant vacates the unit as set forth above, this matter shall be dismissed. 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 move out; 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. To help the Tenant relocate, the Landlord shall provide a neutral *or* positive reference.

A reference letter has been given to the Tenant.

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 _____.

The Parties have executed a Stipulation of Dismissal, 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