COMMONWEALTH OF MASSACHUSETTS

TRIAL COURT

|  |  |
| --- | --- |
| 1. {{ adjust("county") }}, ss:   County | 1. {{ adjust("court\_name") }}   Name of Court |
| 1. {{ adjust("landlord.name") }}, ss:   Plaintiff/Landlord | 1. {{ adjust("docket\_number") }}   Docker No. |
| 1. {{ adjust("client.name") }}   Defendant/Tenant | **STIPULATION TO REINSTATE TENANCY** |

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

1. a. The agreed-upon rent for the unit located at: {{ adjust("client.address.address") }} is   
 ${{ adjust("client.rent.value") }} per month *or* per week.

b. The unit is subsidized and the Tenant’s portion of rent for the unit is $ {{ adjustMoney("client.rent.subsidized\_cost") }}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 $ {{ adjustMoney("client.owed.rent") }}, which will be reduced by $ {{ adjustMoney("client.owed.reduction") }} in exchange for the Parties’ mutual release of claims (Paragraph 8, *below*), leaving a balance of $ {{ adjustMoney("client.owed.reduced\_rent") }}.

c. The Parties agree that $ {{ adjustMoney("case.payment\_amount") }} 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):

{%p if exists("case.payments\_description") %}

{{ adjust(case.payments\_description, 50) }}

{%p else %}

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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{%p endif %}

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

{%p if exists("total\_repairs") %}

{{ adjust("total\_repairs", 50) }}

{%p else %}

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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{%p endif %}

Check box **4** or box **5** (not both):

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

{%p if exists("case.temporary\_agreement") %}

{{ adjust("case.temporary\_agreement", 50) }}

{%p else %}

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

{%p endif %}

If the conditions in paragraphs 2-4 or 7 are not met, either party may file a motion, with {{ adjust("case.notice\_days", 5) }} business days’ notice to the other party, toreturn 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):

{%p if exists("case.reinstate\_terms") %}

{{ adjust("case.reinstate\_terms", 50) }}

{%p else %}

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

{%p endif %}

b. Upon motion of either party, with {{ adjust("case.violaion\_notice\_days" ) }} 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:

{% if exists("additional\_terms.terms") %}

{{ adjust("additional\_terms.terms", 50) }}

{%p else %}

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

{%p endif %}

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 {{ adjust("case.dismissal\_date", 10) }} 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 {{ adjust("case.review\_date") }} at \_\_\_\_\_\_\_ for review on compliance with this Stipulation.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Landlord/Plaintiff Tenant/Defendant

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Landlord’s Attorney ( Limited Assistance Rep.) Tenant’s Attorney ( Limited Assistance Rep.)

Phone: \_\_\_\_\_\_\_\_\_\_\_\_ BBO: \_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_ BBO: \_\_\_\_\_\_\_\_\_\_\_\_

DATED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

HOUSING SPECIALIST ***Approved by***: JUDGE Date